From:	Steven steven.cruz
To:	Monica Badillo
Subject:	Fwd: use of town square
Date:	Friday, October 12, 2012 8:54:43 AM

Steven Cruz
Director of Operations
Hidalgo County Pct. 4

Begin forwarded message:

From: Martin Martinez <mmartinez@cityofedinburg.com>
Date: October 12, 2012, 8:45:06 AM CDT
To: Mark Lozano <malozano@cityofedinburg.com>
Cc: "Steven steven.cruz (steven.cruz@co.hidalgo.tx.us)" <steven.cruz@co.hidalgo.tx.us>
Subject: FW: use of town square

The request for the new fiscal year prove of insurance has already been submitted by Estella Solis from HR. Upon receiving the new year prove of insurance form I will forward it to Steven Cruz as requested.

M.M.

Martin Martinez
Recreation Senior Supervisor
Edinburg Parks and Recreation

THE CITY OF EDINBURG

315 E. Palm Drive
Edinburg, Texas 78539
956.381.5631 O 956.330.6514 C
mmartinez@cityofedinburg.com
www.cityofedinburg.com

From: Estella Solis
Sent: Thursday, October 11, 2012 4:53 PM
To: Martin Martinez
Subject: RE: use of town square

Martin,

I have already submitted the request hopefully I will receive it tomorrow.

Enjoy your evening,

Estella Hinojosa
Risk Manager
Human Resources Department

415 W. University Drive
Edinburg, Texas 78541
956.388.1873 O 956.292.2040 F
esolis@cityofedinburg.com
www.cityofedinburg.com

CONFIDENTIALITY STATEMENT: This email and attachments are intended for the above name only and are confidential. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you may neither copy, disseminate, nor distribute it to anyone else or use it in any unauthorized manner; to do so is strictly prohibited and may be unlawful. If you receive this email by mistake, please advise the sender immediately by using the reply facility in your mail software and delete it from your computer

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From: Martin Martinez
Sent: Thursday, October 11, 2012 4:37 PM
To: Estella Solis
Subject: FW: use of town square

Hi Estella:

Sorry to bother you again but, Hidalgo County wants proof of insurance for the 2013 year for the 10K Run/Walk. Their request is at the bottom of this email.

Thanks Again,

M.M.

Martin Martinez
Recreation Senior Supervisor
Edinburg Parks and Recreation

315 E. Palm Drive
Edinburg, Texas 78539
956.381.5631 O 956.330.6514 C

mmartinez@cityofedinburg.com
www.cityofedinburg.com

From: Martin Martinez
Sent: Thursday, October 11, 2012 8:11 AM
To: Estella Solis
Cc: Mark Lozano; Luis A. Rodriguez
Subject: FW: use of town square

Good morning Estella:

I/they need an updated insurance form. Please read message below forwarded to me by Steven Cruz.

Thanks,

m.m.

Martin Martinez
Recreation Senior Supervisor
Edinburg Parks and Recreation

315 E. Palm Drive
Edinburg, Texas 78539
956.381.5631 O 956.330.6514 C
mmartinez@cityofedinburg.com
www.cityofedinburg.com

From: Steven steven.cruz [mailto:steven.cruz@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 6:29 PM
To: Martin Martinez; Ramiro Moreno
Subject: Fwd: use of town square

Steven Cruz
Director of Operations
Hidalgo County Pct. 4

Begin forwarded message:

> **From:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>

Date: October 10, 2012, 5:17:04 PM CDT
To: "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
Subject: FW: use of town square

Hi Steve,
Can you get me a new liability insurance certificate with current dates; the one I received is for Oct.2011-Oct.2012;
Also please ask them to remove my name just leave County of Hidalgo as insured.
Thanks,
Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 1:28 PM
To: Steven Cruz (steven.cruz@co.hidalgo.tx.us)
Subject: use of town square

Hi Steve,
The process to use the town square is as follows:

<!--[if !supportLists]-->1. <!--[endif]--> Letter to county from requesting party detailing event/purpose of request, along with $1M general liability insurance certificate.
<!--[if !supportLists]-->2. <!--[endif]-->Item is placed on agenda for approval.

If you need additional info. please call me.

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

AI-34677 **County Judge's Office 5. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Rick Alvarez **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Update, discussion and possible action on the 2010 Census Count Question Resolution (CQR)Program and possible litigation.

BACKGROUND

Discussion by Rolando Rios

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:30 AM
Roland Garcia	Rolando Garcia	10/12/2012 08:14 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Angela Garcia Started On: 10/10/2012 03:33 PM

Final Approval Date: 10/12/2012

AI-34533 **County Judge's Office 5. B.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Yolanda Chapa **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion on TxDot County Assistance Program Allocation for Fiscal Year 2013 and approve the division of salvaged material per precinct.

BACKGROUND

Donated materials will be received from TxDot

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

A written request is required to collect the allotment of salvaged materials. Value of materials is $74,009.00

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/02/2012 12:58 PM
Roland Garcia	Rolando Garcia	10/10/2012 04:33 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: SANDRA DELEON Started On: 10/02/2012 11:32 AM

Final Approval Date: 10/12/2012

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 20, 2012

CMRRR # 7005-3110-0000-1227-4728

Honorable Judge Ramon Garcia
Hidalgo County Judge
P. O. Box 1356
Edinburg TX 78540

Re: County Assistance Program Allocation for Fiscal Year 2013

Dear Honorable Judge Garcia:

In compliance with the implementation of the County Assistance Program as defined under the rules of TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule § 29.3 (43TAC § 29.3), the Local Assistance Program Section 201.706, Transportation Code, and Rider 19, HB 1, revised and passed during the last Legislative Session.

The Texas Department of Transportation (TxDOT) is required to assist counties with materials to repair and maintain county roads. The amount appropriated to each county is primarily based on the county's percentage of statewide 2060 weight tolerance permits, county road mileage, statewide lane miles of county roads, among other criteria.

For Fiscal Year 2013, Hidalgo County is eligible to receive salvaged material valued up to $74,009.00. Please submit a written request to collect your annual allotment of salvaged materials. Material request need to specify the material type, quantity and roadway to be used. All requests from Hidalgo County must be approved and signed by you.

Should you have any questions about this program or need additional information, please do not hesitate to contact me at (956) 702-6125.

Sincerely,

Pedro R. Alvarez, P.E.
Director of Maintenance

cc: Mario R. Jorge, P.E.
Valente Olivarez, P.E.
Ramiro Flores
David Garcia
Robert De La Fuente

AI-34736 **County Judge's Office 5. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation honoring Charles Lee for his contributions to Valley West 4-H Club

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2012 12:59 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: SANDRA DELEON Started On: 10/12/2012 12:24 PM

Final Approval Date: 10/12/2012

AI-34663 **Comm. Court Executive Office 6. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 2013 Proposed Holidays

BACKGROUND

proposing same number as last year (15 days)

Attachments

current

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:16 AM
Erika Zamora	Erika Zamora	10/12/2012 04:42 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Monica Badillo Started On: 10/10/2012

Final Approval Date: 10/12/2012

County Executive Office

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7034 • www.co.hidalgo.tx.us/budget

HIDALGO COUNTY
2012 HOLIDAYS

New Year's Day	**December 30, 2011** **January 02, 2012 (Friday/Monday)**
Martin Luther King Day	**January 16, 2012 (Monday)**
Presidents' Day	**February 20, 2012 (Monday)**
Good Friday	**April 06, 2012 (Friday)**
Easter	**April 09, 2012 (Monday)**
Memorial Day	**May 28, 2012 (Monday)**
Independence Day	**July 04, 2012 (Wednesday)**
Labor Day	**September 03, 2012 (Monday)**
Columbus Day	**October 08, 2012 (Monday)**
Veterans' Day	**November 12, 2012 (Monday)**
Thanksgiving Day	**November 22-23, 2012 (Thursday/Friday)**
Christmas Day	**December 24 & 25, 2012** **(Monday/Tuesday)**
Total Holidays	**15 days**

Approved by Commissioners' Court on October 18, 2011

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

AI-34689 **Comm. Court Executive Office 6. D.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by City of Edinburg to use the town square parking lot beginning on Friday, February 1, 2013 (evening) and February 2, 2013 for the All-America City 10K Run/Walk Event

BACKGROUND

New insurance certificate to be provided/ current one attached expires 10/1/12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

request-city Feb 2013

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:38 AM
Erika Zamora	Erika Zamora	10/12/2012 10:10 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Monica Badillo Started On: 10/10/2012 04:53 PM

Final Approval Date: 10/12/2012

THE CITY OF EDINBURG

October 5, 2012

Ramon Garcia
Hidalgo County Judge
100 N. Closner
Edinburg, Texas 78542

To: Ramon Garcia

Joseph Palacios
County Commissioner Pct. 4
1051 N Doolittle Rd.
Edinburg, Texas 78542

To: Joseph Palacios

The City of Edinburg Parks & Recreation Department and the All-America City 10K Run/Walk Advisory Board is requesting your assistance and usage of the Hidalgo County Court House parking lots. We need your approval for use of the parking lots on Friday, February 1, after business hours and Saturday, February 2, 2013 all day. The events have been scheduled for Saturday, February 2, 2013 at 9:00 a.m. the 10-K Run/Walk and 11:00 a.m. the Fun Run.

Our plans are to start and finish the races in front of the Hidalgo County Court House. Parking areas are needed for participant, vendors, sponsors, and spectators for this community event. Please submit and place our request on your next Hidalgo County Court House agenda meeting for approval.

I have attached a copy of our insurance form for your review and convenience. We appreciate your department's time and consideration. Should you have any questions, please feel free to contact me at (956) 330-6514.

Respectfully,

Martin Martinez

Martin Martinez,
Recreation Senior Supervisor
City of Edinburg
Parks & Recreation Department

C: Mark Lozano, Recreation Manager
City of Edinburg Parks & Recreation Department

415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111

Pct. 4
CC 10/16/12

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TML-IRP Contract Number:	9460

Member:
Edinburg
Ms Kathy Jo Almendarez
HR Director
PO Box 1079
Edinburg,Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

County of Hidalgo
Monica Badillo, Court Admin.
2818 S Business Hwy 281
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2011
	Anniversary Date:	10/1/2012
Limits of Liability (Each Occurrence):		$2,000,000
Sudden Events Involving Pollution (Each Occurrence):		$2,000,000
Annual Aggregate:		$4,000,000
Deductible per Occurrence:		$5,000
Law Enforcement Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Annual Aggregate:		
Deductible per Occurrence:		
Errors and Omissions Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability(Each Wrongful Act):		
Annual Aggregate:		
Deductible per Occurrence:		
Auto Liability	Effective Date:	
	Anniversary Date:	
Limits of Liability (Each Occurrence):		
Deductible per Occurrence:		
Auto Physical Damage	Effective Date:	
	Anniversary Date:	
Limits of Liability:		
Collision Deductible:		
Comprehensive Deductible:		

	Yes	No
Loss Payee:		

Real & Personal Property	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Mobile Equipment	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Boiler & Machinery - Broad Form	Effective Date:	
	Anniversary Date:	
Per Accident Limit:		
Deductible per Occurrence:		

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Confirmation of coverage for use of Town Square Parking Lot for EPARD and All-American City 10-K Run/Walk. General Liability Coverage is primary.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative Linda Stanko

Date Issued 10/4/2012

X102
10/15/08

AI-34743 **Constables 7. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval to appoint Julio A. Gonzalez and Raul Lozano, Jr. as Deputy Constables by Constable Celestino Avila, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Julio A. Gonzalez – Slot 010
Raul Lozano Jr. - Slot 011

Attachments

Constable Code

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Monica Badillo Started On: 10/12/2012

Final Approval Date: 10/12/2012

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-34725 **Constables 7. B.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Constable Pct. #1 **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Discussion, consideration and approval for FLSA Exempt, Constable Precinct 1 Chief Deputy Constable employee(s) to participate and receive cash payment for overtime hours worked in BorderStar and Stonegarden grant funded operations fiscal year 2012. Action to be limited to the grantor agency/institution providing Hidalgo County 100% reimbursement of overtime salaries/ wages and applicable fringe benefits as set forth on grant specifications.

BACKGROUND

Governor's Office will reimburse overtime earned at 100% for Chief Deputy Constables and Deputy Constables
04-24-12 CC approved that all constables could apply for grant (AI32003)
09-11-12 CC approved grant awards for Constable Pct. 1 (AI33559)
Hidalgo County Constable Precinct 1 was awarded $40,000.
Grant is for the period of July 6, 2012 to January 31, 2013.

Respectfully submitted for Constable Celestino Avila
Hidalgo County Constable Precinct 1,

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Funds for payment of overtime wages will be/ are appropriated within fund 1284.

Attachments

email- legal opinion

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2012 08:45 AM
Rosalinda Cantu	Rosie Cantu	10/12/2012 01:38 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Angela Garcia Started On: 10/12/2012 08:40 AM

Final Approval Date: 10/12/2012

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

Fwd: regarding OT for exempt employees

From : Joel Rivera <joel.rivera@co.hidalgo.tx.us> Thu, Oct 11, 2012 03:43 PM
Subject : Fwd: regarding OT for exempt employees
To : Rosalinda Cantu <rosalinda.cantu@co.hidalgo.tx.us>, Rachel Ramos <raquel.ramos@co.hidalgo.tx.us>

SEE BELOW

Joel Rivera, MPA
Chief Deputy
Hidalgo County Constable Precinct 4
2814 S. Business highway 281
Edinburg, Texas 78539
ofc: 956-383-8565
fax: 956-292-7767

----- Forwarded Message -----
From: "Eddie Guerra" <eddie.guerra@co.hidalgo.tx.us>
To: "joel.rivera@co.hidalgo.tx.us" <joel.rivera@co.hidalgo.tx.us>
Sent: Thursday, October 11, 2012 3:39:56 PM
Subject: Fwd: Fwd: regarding OT for exempt employees

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To: Joel "Joey" Rivera <Joel.rivera@co.hidalgo.tx.us>, Larry Gallardo <larrygallardo@swbell.net>
Sent: Thu, 04 Oct 2012 13:47:37 -0500 (CDT)
Subject: Fwd: regarding OT for exempt employees

Sent from my iPhone

Begin forwarded message:

> From: "Steve Crain" <scrain@atlashall.com>
> Date: October 4, 2012 11:46:13 AM CDT

> To: "'Eddie Guerra'" <eddie.guerra@co.hidalgo.tx.us>
> Subject: RE: regarding OT for exempt employees
>
> Eddie: See the highlighted language in the attachment. It is a fact question based on the duties of the chief deputy. If the chief deputy performs law enforcement duties I think he should get overtime.
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> From: Eddie Guerra [mailto:eddie.guerra@co.hidalgo.tx.us]
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> Subject: Fwd: regarding OT for exempt employees
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>
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> see attached.
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> To: "Joel Rivera" <joel.rivera@co.hidalgo.tx.us>
> Sent: Wednesday, September 26, 2012 2:14:27 PM
> Subject: RE: I failed to attach the PP presentation
>
> Joey,
>
> As we discussed earlier, this is something Victor found regarding the exemptions as they apply to law enforcement.
>
> 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
>
>
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> Sent: Wednesday, September 19, 2012 11:53 AM
> To: <josephine.ramirez@da.co.hidalgo.tx.us>
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> Hidalgo Co. Constable Pct . 4
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> Edinburg, Texas 78539
> 956-383-8560
> Sent from my iPhone
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> On Sep 19, 2012, at 10:15 AM, "Josephine L. Ramirez"
> <josephine.ramirez@da.co.hidalgo.tx.us> wrote:
>
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>>
>> This looks like a power point presentation on the grant and the
> application process. The back up yesterday indicated that the grant had already been awarded or that the constables for pct. #1, 3 and 4 had authority to apply for the grant. Which is it?

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>>
>> MSG Ron Smith
>>
>> Texas Military Forces
>>
>> Operation Border Star
>>
>> RGV JOIC
>>
>> Phone# (956) 289-5727
>>
>> (956) 289-5747
>>
>> Fax# (956) 289-5820
>>
>>
>>
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>> From: Prinz, Brandy
>> Sent: Monday, April 23, 2012 2:32 PM
>> To: Garza, Ray; Barrera, Art
>> Subject: I failed to attach the PP presentation
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>>
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>> Several people where asking for these would you please disseminate.
>>
>>
>>
>> Thank you!
>>
>>
>>
>> Brandy
>>
>>
>>
>> Brandy Prinz
>>
>> Texas Department of Public Safety
>>
>> Texas Rangers - Border Security Operations Center
>>
>> Grant Coordinator II
>>
>> Office: 512.424.7335
>>
>> Blackberry: 512.924.0491

>>
>> Fax: 512.424.7041
>>
>> brandy.prinz@dps.texas.gov
>>
>>
>>
>
>

AI-34710 **Constables 7. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3:
Discussion, consideration and approval for FLSA Exempt, Constable Precinct 3 Chief Deputy Constable employee(s) to participate and receive cash payment for overtime hours worked in Operation BorderStar and Operation Stonegarden grant funded operations, fiscal year 2012. Action to be limited to the grantor agency/institution providing Hidalgo County 100% reimbursement of overtime salaries/ wages and applicable fringe benefits as set forth on grant specifications.

BACKGROUND

Governor's Office will reimburse overtime earned at 100% for Chief Deputy Constables and Deputy Constables
04-24-12 CC approved that all constables could apply for grant (AI32003)
09-11-12 CC approved grant awards for Constable Pct. 4 (AI33884)
Hidalgo County Constable Precinct 3 was awarded $40,000
Grant is for the period of July 6, 2012 to January 31, 2013.

As per telephone conversation with Chief Deputy Joel Rivera from Hidalgo County Constable Precinct 4, a verbal legal opinion was expressed to Constable Guerra by Mr. Steve Crane. Chief Sanchez will request a written opinion as soon as possible.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Funds for payment of overtime wages will be/ are appropriated within fund 1284.

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email- legal opinion

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Rosalinda Cantu	Rosie Cantu	10/12/2012 01:38 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Rachel Cavazos Started On: 10/11/2012 03:26 PM

Final Approval Date: 10/12/2012

Zimbra **rosalinda.cantu@co.hidalgo.tx.us**

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Joel Rivera, MPA
Chief Deputy
Hidalgo County Constable Precinct 4
2814 S. Business highway 281
Edinburg, Texas 78539
ofc: 956-383-8565
fax: 956-292-7767

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>> MSG Ron Smith
>>
>> Texas Military Forces
>>
>> Operation Border Star
>>
>> RGV JOIC
>>
>> Phone# (956) 289-5727
>>
>> (956) 289-5747
>>
>> Fax# (956) 289-5820
>>
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>>
>>
>> Brandy
>>
>>
>>
>> Brandy Prinz
>>
>> Texas Department of Public Safety
>>
>> Texas Rangers - Border Security Operations Center
>>
>> Grant Coordinator II
>>
>> Office: 512.424.7335
>>
>> Blackberry: 512.924.0491

>>
>> Fax: 512.424.7041
>>
>> brandy.prinz@dps.texas.gov
>>
>>
>>
>
>

AI-34694 **Constables 7. D.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Discussion, consideration and approval for FLSA Exempt, Constable Precinct 4 Chief Deputy Constable employee(s) to participate and receive cash payment for overtime hours worked in Operation BorderStar and Operation Stonegarden grant funded operations, fiscal year 2012. Action to be limited to the grantor agency/institution providing Hidalgo County 100% reimbursement of overtime salaries/ wages and applicable fringe benefits as set forth on grant specifications.

BACKGROUND

Governor's Office will reimburse overtime earned at 100% for Chief Deputy Constables and Deputy Constables
04-24-12 CC approved that all constables could apply for grant (AI32003)
09-11-12 CC approved grant awards for Constable Pct. 4 (AI33920)
Hidalgo County Constable Precinct 4 was awarded $40,000
Grant is for the period of July 6, 2012 to January 31, 2013.

***As per per email from Chief Deputy Joel Rivera, a verbal legal opinion was expressed to Constable Guerra by Mr. Steve Crane.

***As per a telephone conversation on 10/11/12 at 3:24 pm between Budget Analyst Rosie Cantu & Chief Rivera, a written opinion will be requested from Atlas & Hall as soon as possible.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Funds for payment of overtime wages will be/ are appropriated within fund 1284.

Attachments

email

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Final Approval Date: 10/12/2012

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> **********
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> **********
>
> -----Original Message-----
> From: Joel Rivera [mailto:joel.rivera@co.hidalgo.tx.us]
> Sent: Wednesday, September 19, 2012 11:53 AM
> To: <josephine.ramirez@da.co.hidalgo.tx.us>
> Subject: Re: I failed to attach the PP presentation
>
> We went back twice. 1st for authority to apply for grant then went back for approval to accept grant. I can get that for you tomorrow. I'm off today, sick.
>
> Joel Rivera, MPA
> Chief Deputy
> Hidalgo Co. Constable Pct . 4
> 2814 S. Business hwy 281
> Edinburg, Texas 78539
> 956-383-8560
> Sent from my iPhone
>
> On Sep 19, 2012, at 10:15 AM, "Josephine L. Ramirez"
> <josephine.ramirez@da.co.hidalgo.tx.us> wrote:
>
>> Joey,
>>
>> This looks like a power point presentation on the grant and the
> application process. The back up yesterday indicated that the grant had already been awarded or that the constables for pct. #1, 3 and 4 had authority to apply for the grant. Which is it?

>>
>> 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
>>
>>
>> **********
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>> **********
>> **
>>
>>
>> -----Original Message-----
>> From: Joel Rivera [mailto:joel.rivera@co.hidalgo.tx.us]
>> Sent: Tuesday, September 18, 2012 4:26 PM
>> To: Josephine Ramirez Solis
>> Subject: Fwd: I failed to attach the PP presentation
>>
>> please find the attached. I have spoke to Ranger Barrera and Brandy
>> Prinz
> about this in the past and they "don't care, we defer to ya'll's policy".
>>
>> Joel Rivera, MPA
>> Chief Deputy
>> Hidalgo County Constable Precinct 4
>> 2814 S. Business highway 281
>> Edinburg, Texas 78539
>> ofc: 956-383-8565
>> fax: 956-292-7767
>>
>>

>> ----- Forwarded Message -----
>> From: "JOIC_McAllen" <JOIC.McAllen@dps.texas.gov>
>> Sent: Monday, April 23, 2012 2:36:48 PM
>> Subject: I failed to attach the PP presentation
>>
>>
>>
>>
>> ALCON,
>>
>> As per Brandy Prinz please see the attached Power Point programs for
>> your
> use in preparing documents for OBS Grant funding.
>>
>>
>>
>>
>>
>>
>>
>> MSG Ron Smith
>>
>> Texas Military Forces
>>
>> Operation Border Star
>>
>> RGV JOIC
>>
>> Phone# (956) 289-5727
>>
>> (956) 289-5747
>>
>> Fax# (956) 289-5820
>>
>>
>>
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>>
>> From: Prinz, Brandy
>> Sent: Monday, April 23, 2012 2:32 PM
>> To: Garza, Ray; Barrera, Art
>> Subject: I failed to attach the PP presentation
>>
>>
>>
>> Several people where asking for these would you please disseminate.
>>
>>
>>
>> Thank you!
>>
>>
>>
>> Brandy
>>
>>
>>
>> Brandy Prinz
>>
>> Texas Department of Public Safety
>>
>> Texas Rangers - Border Security Operations Center
>>
>> Grant Coordinator II
>>
>> Office: 512.424.7335
>>
>> Blackberry: 512.924.0491

>>
>> Fax: 512.424.7041
>>
>> brandy.prinz@dps.texas.gov
>>
>>
>>
>
>

AI-34679 **8. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Judge Bobby Contreras **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: J.P. 2, 1

Information

CAPTION

J.P. 2/1:
Discussion, consideration and possible action on Section 28 Applicants.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Cannot determine budgetary/ fiscal impact due to backup not available/ no attachments.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:32 AM
Sylvia Solis	Merlen P. Munoz	10/11/2012 09:14 AM
Rosalinda Cantu	Rosie Cantu	10/12/2012 04:20 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Angela Garcia Started On: 10/10/2012 03:35 PM

Final Approval Date: 10/12/2012

AI-34484 **9. B.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Human Services (1100):
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Delete	0028	Eligibility Specialist II	6
Delete	0031	Billing Specialist II	3
Create	0035	Coordinator III	13

2. Approval of revised salary schedule.

BACKGROUND

On August 22, 2012, I sent my request to HR for approval. On September 7, 2012, I modifiy the original request to reflect a different slot #. I requested that this action item be placed through the 2013 budget process but I was advised by budget to place on commissioners court instead. (See attached)

Funds are available from my 2012 budget, no additional funds are needed. The county will have a savings in the benefits since we are reducing our staff from 2 to 1.

We met with HR to review the PAR forms and everything was in order.

Our department has been undergoing a major transition from the former "UPL" program to the new "1115 Waiver" medicaid program. On October 1, 2012, we will start our 2nd demonstration year of the medicaid program. Our departments function has changed significantly and we are need of a coordinator to assist our department with coordinating, planning, reporting and communication of the new mandates set by the waiver. Our county was designated the anchor for region 5 and therefore it is very important that we get this new position to assist with the transition and the requirements for the next 4 years and for future changes to come.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact -- Cost savings.

Attachments

Fiscal Note

Revised salary schedule
Job Descriptions
PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2012 01:31 PM
Human Resources	Nereida Garza	09/28/2012 08:41 AM
Budget & Management	Merlen P. Munoz	10/12/2012 03:14 PM
Sylvia Solis	Sylvia Solis	10/12/2012 04:22 PM
Rosalinda Cantu	Rosie Cantu	10/12/2012 04:56 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Dairen Sarmiento Started On: 09/27/2012 10:53 AM

Final Approval Date: 10/12/2012

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, October 16, 2012** **Agenda Item:** 34484

Summary of request/proposal:
HUMAN SERVICES (1100):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Eligibility Specialist II	0028	113	6	1	27,276.00	0.00	(27,276.00)
1100	Billing Specialist II	0031	113	3	5	24,685.00	0.00	(24,685.00)
1100	Coordinator III	0035	113	13	1	0.00	46,747.00	46,747.00
			113					
						51,961.00	46,747.00	(5,214.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-444-00-240-001-0-	113	HUMAN SERVICES -	REG F/T EMPLOYEES	($1,098.74)
2-1100-444-00-240-001-0-	211	HUMAN SERVICES -	HEALTH INSURANCE	($877.47)
2-1100-444-00-240-001-0-	212	HUMAN SERVICES -	LIFE INSURANCE	($5.69)
2-1100-444-00-240-001-0-	220	HUMAN SERVICES -	FICA	($84.05)
2-1100-444-00-240-001-0-	230	HUMAN SERVICES -	RETIREMENT	($109.32)
2-1100-444-00-240-001-0-	250	HUMAN SERVICES -	UNEMPLOYMENT COMP	($5.49)
2-1100-444-00-240-001-0-	260	HUMAN SERVICES -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($2,180.76)

2013 Budgetary Impact: ($10,348.73)

Possible Funding Sources: NO BUDGETARY IMPACT - COST SAVINGS

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-444-00-240-001-0

HUMAN SERVICES

AI- 34484

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR HUMAN SERVICES	17	6	$74,729.00	$74,729.00	$74,729.00	$780.00	$0.00	$0.00	$3,600.00	$0.00	$79,109.00
0002	113	SUPERVISOR	9	3	$36,766.00	$36,766.00	$36,766.00	$780.00	$0.00	$0.00	$0.00	$0.00	$37,546.00
0003	113	ELIGIBILITY SPECIALIST II	6	8	$33,961.00	$33,961.00	$33,961.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,321.00
0004	113	ELIGIBILITY SPECIALIST II	6	1	$27,276.00	$27,276.00	$27,276.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,636.00
0005	113	BILLING SPECIALIST II	3	11	$29,233.00	$29,233.00	$32,107.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,827.00
0006	113	BILLING SPECIALIST II	3	11	$29,233.00	$29,233.00	$30,629.00	$600.00	$0.00	$0.00	$0.00	$0.00	$31,229.00
0007	113	ELIGIBILITY SPECIALIST II	6	5	$31,096.00	$31,096.00	$31,096.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,456.00
0010	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	ELIGIBILITY SPECIALIST II	6	0	$25,912.00	$25,912.00	$25,912.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,912.00
0012	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$660.00	$0.00	$0.00	$0.00	$0.00	$30,160.00
0013	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,500.00
0014	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,220.00
0015	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$840.00	$0.00	$0.00	$0.00	$0.00	$30,340.00
0016	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,220.00
0017	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$480.00	$0.00	$0.00	$0.00	$0.00	$29,980.00
0018	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,280.00
0020	113	BILLING SPECIALIST II	3	3	$23,169.00	$23,169.00	$23,169.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,469.00
0021	113	BILLING SPECIALIST II	3	7	$26,201.00	$26,201.00	$26,201.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,201.00
0022	113	BILLING SPECIALIST II	3	7	$26,201.00	$26,201.00	$26,201.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,201.00
0023	113	BILLING SPECIALIST II	3	6	$25,443.00	$25,443.00	$25,500.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,400.00
0025	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,563.00
0026	113	ELIGIBILITY SPECIALIST I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0027	113	ELIGIBILITY SPECIALIST I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
		DELETE THE FOLLOWING											
~~0028~~	~~113~~	~~ELIGIBILITY SPECIALIST II~~	~~6~~	~~1~~	~~$27,276.00~~	~~$27,276.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0029	113	ELIGIBILITY SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,500.00
0030	113	BILLING SPECIALIST II	3	7	$26,201.00	$26,201.00	$26,201.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,681.00
		DELETE THE FOLLOWING											
~~0031~~	~~113~~	~~BILLING SPECIALIST II~~	~~3~~	~~5~~	~~$24,685.00~~	~~$24,685.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0032	113	ELIGIBILITY SPECIALIST I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0033	113	HUMAN SERVICES COORDINATOR	13	3	$50,019.00	$50,019.00	$50,019.00	$360.00	$0.00	$0.00	$0.00	$0.00	$50,379.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-444-00-240-001-0

HUMAN SERVICES

AI- 34484

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	ELIGIBILITY SPECIALIST I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
		CREATE THE FOLLOWING											
35	**113**	**COORDINATOR III**	**13**	**1**	**$46,747.00**	**$46,747.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$892,604.00	$892,604.00	$823,510.00	$10,560.00	$0.00	$0.00	$3,600.00	$0.00	$837,670.00

Approval to delete and/or create the above highlighted full-time positions.
All personnel actions pending CC approval.

ELIGIBILITY SPECIALIST II

GRADE: 06

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred; Graduation from a high school or equivalent; Associate degree or vocational training; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

BILLING SPECIALIST II

GRADE: 03

GENERAL DESCRIPTION

Employee performs mid-level billing work. Work involves collecting, posting, and managing account payments. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Process all billing transactions

Answers questions from clients regarding accounts

Issue billing adjustments

Performs various collection actions including calling clients by phone, correcting and resubmitting billing to proper entities

Process all past due invoices and failed billing

Indentify, understand, address, and prevent delinquency issues

Ensure all tasks and duties are completed within county guidelines and policies

Conduct research and perform reconciliations on transactions

Tracks all activity with logs, reports, databases, etc.

Maintains strict confidentiality and adheres to all guidelines/requirements

Assists with weekly and monthly billing process

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience in billing. Graduation from a standard senior high school is required. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of MS Word and Excel

Must have strong knowledge of billing and financial concepts

Strong analytical skills

Excellent oral and written communication

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COORDINATOR III

GRADE: 13

GENERAL DESCRIPTION

Performs advanced (senior-level) program/department coordination work planning, developing, evaluating, and overseeing program or service activities and providing consultative services and technical assistance to program staff, governmental agencies, community organizations, or the public. May plan, assign, and/or supervise the work of others. Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Plans, develops, evaluates, and oversees department programs and/or services offered

Develops, implements, and measures the outcomes of department initiatives

Develops policy and procedure manuals and implements rules and regulations for the department

Evaluates the applications and variations of programs to develop an action plan to improve the department

Evaluates research findings relative to department projects being developed

Evaluates information on service delivery system methods, outputs, and activities to identify gaps in resources, and recommends improvements

Oversees and evaluates surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures

Oversees the analysis of operations and reviews reports, recommendations, and justifications

Reviews performance reports and implements appropriate changes

Provides consultative services and technical assistance to plan, implement, and monitor effective programs and services

Act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

May assign and/or supervise the work of others

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four to five (4-5) years of experience in department coordination, business management, or a related field related to the specific program or department. Graduation from an accredited four-year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment is required. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to supervise the work of others.

Good verbal and written communication and presentation skills

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HUMAN SERVICES (240) **DATE:** 8-21-12

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST II **CURRENT SLOT. #:** 28

REQUESTED POSITION TITLE: DELETE
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 27,276.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 27,276.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☐	Non-Exempt	☐
N/A	☑		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

REQUEST TO DELETE SLOT IN ORDER TO CREATE A NEW POSITION TO MEET THE CHANGING NEEDS OF THE DEPARTMENT.

NEW POSITION: Brief job description and attach a copy of the new job description.

NA

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

NA

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

NA

COMMENTS: (Any comments you wish to make regarding this request)

REQUEST TO DELETE SLOT IN ORDER TO CREATE A NEW POSITION TO MEET THE CHANGING NEEDS OF THE DEPARTMENT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Darren Sarmiento DEPARTMENT HEAD	8-21-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Human Services (240)

DATE: 8-21-12

CURRENT POSITION TITLE: Billing Specialist II

CURRENT SLOT. #: 0031

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 24,685.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ -24,685.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☐	Non-Exempt	☐
N/A	☑		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Request to delete slot in order to create a new position to meet the changing needs of the department.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Request to delete slot in order to create a new position to meet the changing needs of the department.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Daren Summers DEPARTMENT HEAD	8-21-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Human Services (240) **DATE:** 8-21-12

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 0035

REQUESTED POSITION TITLE: Coordinator III
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 46,747.00 (Proposed Budgeted Salary) $ 46,747.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ✓ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	✓
Non-Exempt	✓	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Requesting to delete slot 0020 and 0031 and create slot 0035 to meet the changing needs of the department. On December 12, 2011, the Centers for Medicare and Medicaid Services approved the State of Texas' request for a new Medicaid waiver demonstration entitled "Texas Healthcare Transformation and Quality Improvement Program" in accordance with section 1115 of the Social Security Act through September 30, 2016. Hidalgo County was appointed as the Anchor to coordinate the transformation with Hidalgo, Willacy, Starr and Cameron County.

NEW POSITION: Brief job description and attach a copy of the new job description.

Perform advanced (senior-level) department coordination work planning , developing, evaluating and overseeing the 1115 medicaid transformation waiver. Assist the Director with all aspects of the 1115 medicaid transformation waiver duties and responsibilities.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

The Human Services Division has almost completed year 1 of the 1115 waiver transformation and is preparing for years 2 - 5 which will require additional duties and responsibilites other than the day-to-day operations of the division. We are requesting this position to assist with the changes that have been mandated by Texas Department of Health & Human Services and the Center for Medicare and Medicaid.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Dawn Sammento DEPARTMENT HEAD	8-21-12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Subject: Re: budget 2013
Date: 9/26/2012 11:09:50 AM

Hi Dairen,

I apologize I did not get a chance to speak to you about this beforehand, but I did not include the request in the budget. I did speak to Mr. Olivarez and recommended that this request be submitted to Human Resources for possible action by the Court this year (within the coming weeks).

Call me if you have any questions.

Regards,

Sergio Cruz
Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
To: "sergio cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent: Wednesday, September 26, 2012 10:23:29 AM
Subject: budget 2013

Good morning.

Was my request to delete and create my new position for 2013 approved yesterday?

Dairen Sarmiento

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Subject: Re: PAR REQUEST
Date: 9/17/2012 1:38:59 PM

Dairen,

This request will not be included in the proposed budget, however I will advise the Court of this request and recommend approval and inclusion in the adopted budget (to be approved next week).

~Sergio

Sent from my iPad

On Sep 17, 2012, at 1:34 PM, "Dairen Sarmiento" <dairen.sarmiento@hchd.org> wrote:

> Good afternoon.
>
> Attached you will find my request to create a position and delete 2 positions. This request is made due to the 1115 waiver mandates placed on our department. I was in a meeting with Valde this morning and mentioned this request to him and he asked that I follow up with you on the request. It is very important that we have this placed on the budget for 2013 so that we can be ready for the upcoming additional responsibilities to our department.
>
> Should you have any questions please call me at 821-4440. Thank you.
>
> Dairen Sarmiento
>
> CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.
>
> <par 9-7-12.pdf>

Amended Request 9/7/12

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 318-2011 • Fax: (956) 318-2019
318-2018 (Billing)

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

TO: Aleida Gutierrez – HR Coordinator II
Mike Escamilla – Budget Manager II
Eddie Olivarez - CAO

FROM: Dairen Sarmiento – Human Services Director

DATE: Wednesday, August 22, 2012

RE: Request to modify salary schedule

Please accept this memorandum as my request to delete slot ~~0020~~ 0028 and 0031 and create slot 0035. Enclosed is the PAR forms and job descriptions.

The function of our division has expanded to include duties that we did not have prior to the 1115 Medicaid Waiver that was approved December 12, 2011. Due to the waiver our program is requiring a coordinator to assist us with the additional responsibilities for our division. Hidalgo County was appointed as the anchor for our region and therefore we must coordinate with Starr, Willacy, Cameron county; the behavioral centers, UT, and numerous hospitals.

Should you have any questions please call me at 318-2011 or email me at dairen.sarmiento@hchd.org
Thank you.

AI-34540 **IT Department 10. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Fire Marshal:
Authorization and approval to upgrade wireless equipment at $0 cost through the County's membership/participation with CONTRACT: DIR-SDD-611 with awarded vendor SPRINT for the following:

Employee Name:	Current Device:	Upgrading Device:
Fire Marshal	HTC EVO	iPhone 4
Fire Marshal	HTC EVO	iPhone 4
Fire Marshal	HTC EVO	iPhone 4
Fire Marshal	HTC EVO	iPhone 4
Fire Marshal	HTC EVO	iPhone 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:00 AM
Roland Garcia	Rolando Garcia	10/10/2012 04:35 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Griselda Salazar Started On: 10/02/2012 02:13 PM

Final Approval Date: 10/12/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change 239-1180	☐ Blackberry	☐ Data Pad $25/mo
☑ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Fire Marshal Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $ 0 /mo (x) ____ months = 0 Account: 2-1100-422-10-300-001-0 -619/664

Requisition Total: N/a **Requisition Number:** N/a

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Juan Martinez	9/24/12

(3) ~~Executive Office~~ Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	9/28/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: upgrading to iPhone 4 @ no cost

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change 289-3873	☐ Blackberry	☐ Data Pad $25/mo
☑ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Dep. Fire Marshal Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $ 0 /mo (x) 0 months = _____ Account: 2-1100-422-10-300-001-0 -619/664

Requisition Total: N/a **Requisition Number:** N/a

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Juan Martinez (Print Name) | 9/24/12 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 9/27/12 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: Upgrading to iPhone 4 @ no cost

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change 227-7024	☐ Blackberry	☐ Data Pad $25/mo
☑ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Dep. Fire Marshal Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $ 0 /mo (x) 0 months = 0 Account: 2-1100-422-10-300-001-0 -619/664

Requisition Total: n/a **Requisition Number:** n/a

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Juan Martinez	9/24/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	9/27/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: upgrading to iPhone 4 @ no cost

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use or ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change 289-3857	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Dep. Fire Marshal Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $ 0 /mo (x) 0 months = 0 Account: 2-1100-422-10-300-001-0 -619/664

Requisition Total: N/a **Requisition Number:** N/a

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

Signature | Juan Martinez (Print Name) | 9/24/12 (Date)

(3) **Executive Office Authorization (Commissioner's Court Departments Only):**

Signature | Valde Guerra (Print Name) | 9/27/12 (Date)

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: upgrading to iPhone 4 @ no cost

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use or ☒ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change 393-1848	☐ Blackberry	☐ Data Pad $25/mo
☒ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Dep. Fire Marshal Employee ID#_____ Signature:_____

Department: Fire Marshal Dept#: 300

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $ 0 /mo (x) 0 months = 0 Account: 2-1100-422-10-300-001-0 -619/664

Requisition Total: N/a Requisition Number: N/a

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $____.__/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Juan Martinez	9/24/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	9/28/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: upgrading to iPhone 4 @ no cost

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Emergency Management
Financial Contact Name:	Juan Martinez
Address:	1615 S CLOSNER BLVD STE G
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	Monica Hinajosa
Email Address:	Monica Hinojosa <monica.hinojosa@co.hidalgo.tx.us
Acct # (if applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Institution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Account Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-611
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date: September 20,2012 — Contract Vehicle being utilized: DIR SDD 1780 — Control # : 120920MLS

Expiration Date: 20-Oct-12 — 24 Month NO ETF — (YYMMDDConsecutive##Initials)

Equipment - One Time Charges (Billed By Telenav - See attached invoice)

Qty	Model	Suggested Retail Price	Discount	Additional Promo	Unit Item Price	Extended Item Price
5	iPhone 4	$199.99	$199.99			$0.00
5	*Total*				***Equipment - One Time Charges (Billed By Telenav - See attached invoice)***	**$0.00**

Sprint — Together with NEXTEL

This [illegible] intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first state[illegible]arges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other conc[illegible]es may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOT[illegible] DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOU[illegible] TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISC[illegible]RINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

AI-34558 **IT Department 10. B.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Emergency Management:
Authorization and approval to purchase six (6) new data card service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

Description:	Quantity:	Employee Name:	Service Plan:	Equipment Cost:
New Activation	2	Office Use	4G Unlimited Mobile Broadband Plan @ $37.99 X 3/mos = $113.97 X 2 = $227.94	USB760 @ $0
New Activation	4	Office Use	4G Unlimited Mobile Broadband Plan @ $37.99 X 3/mos = $113.97 X 4 = $455.88	Verizon Wireless MIFI4620L @ $0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-429-00-110-075-0-532

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req#00223169 for $683.82

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:01 AM
Roland Garcia	Rolando Garcia	10/12/2012 08:22 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Griselda Salazar Started On: 10/03/2012 01:46 PM

Final Approval Date: 10/12/2012

A134558

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☒ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☒ Data Card 2 - USB
- ☐ Blackberry 4 - MiFi
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: OFFICE USE Employee ID#_____ Signature:_____

Department: Emergency Mgmt. Dept#: 110

Quantity: 6

Service: $ 227.94 /mo (x) 3 months = 683.82 Account: 2-1100-429-00-110-075-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 683.82 **Requisition Number:** 223169

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Jaime R Longoria (Print Name) | 9/19/12 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 46 Unlimited Mobile Broadband Plan (6)

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal For Hidalgo County Emergency Mgmt — **Date:** 9/7/2012

Rate Plan:	Line Count	Discounted Monthly Access	Unlimited Minutes (Y/N)	Included Minutes	Included Text	Data Usage	Overage	Monthly Cost	Yearly Cost
4G $37.99 Unlimited Mobile Broadband Plan (BGSA 666)	6	$37.99	N	0	0	Unlimited	$0.00	$227.94	$2,735.28
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
Total	6	$37.99		0				$227.94	$2,735.28

Features 20% Promotional applies to feature tiers of $34.99 and higher when combined with rate plans of $34.99 and higher	Line Count	Discounted Monthly Access	Monthly Cost	Yearly Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
Total	0	$0.00	$0.00	$0.00
RATE PLAN & FEATURE ESTIMATED ANNUAL COST				$2,735.28

Quarterly Device Promotions	Line Count	Cost per Unit		Total
Verizon Wireless MIFI4620L (PP $27.99+)	4	$0.00		$0.00
USB760 (PP $27.99+)	2	$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
Total	6	$0.00		$0.00
Device	**Line Count**	**Cost per Unit**		**Total**
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
Total	0	$0.00		$0.00
Accessory - 35% Off	**Line Count**	**Cost per Unit**	**Discount**	**Total**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total	0	$0.00		$0.00
EQUIPMENT ESTIMATED COST				$0.00

INVESTMENT ESTIMATE	Total
Rate Plan & Feature Estimated Annual Cost:	$2,735.28
Equipment Estimated Cost:	$0.00
INVESTMENT TOTAL	$2,735.28

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please contact with your Sales Representative for more information.
** Equipment pricing and availability is subject to change
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SCO-1379 Coverage, service and offers not available in all areas. Full terms and conditions, along with all the one price plans offered by Verizon Wireless can be found on the https://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Requisition

Req # 00223169

PO #

Date: 09/18/12

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: M. HINOJOSA
956-318-2615

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		OCTOBER 2012-DECEMBER 2012 DO NOT DUPLICATE ORDER		
3.00	MONTH	4G UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	37.99	113.97
3.00	MONTH	MIFI4620L 4G UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	37.99	113.97
3.00	MONTH	MIFI4620L 4G UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	37.99	113.97
3.00	MONTH	MIFI4620L 4G UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	37.99	113.97
3.00	MONTH	MIFI4620L 4G UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	37.99	113.97
3.00	MONTH	USB760 4G UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	37.99	113.97
		USB760		
		Account No	Encumbrance	
		2-1100-429-00-110-075-0-532	683.82	
			Freight	.00
			Total	683.82
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-34561 **IT Department 10. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Information Technology:
Authorization and approval to change name and change MDN through the County's membership/participation with CONTRACT: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

Delete Name:	Delete Employee #:	Delete MDN:	Transferring to Employee Name:	Transferring to Employee #:	MDN:
Jakim Barbosa	161675	956-578-7040	Rudy Garza	189073	Issue New MDN

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:02 AM
Erika Zamora	Erika Zamora	10/05/2012 10:06 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Griselda Salazar Started On: 10/03/2012 02:18 PM

Final Approval Date: 10/12/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use or ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
✓ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other	
☐ Plan Change		
✓ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Yakima Ramirez Employee ID#: [illegible] Signature: [signature]

Department: D. A. Dept#: 760

Quantity: 1 Qty-5 IR 1040

Service: $ /mo (x) months = Account: -532

Service: $ /mo (x) months = Account: -619/664

Requisition Total: Requisition Number:

STIPEND

(1) Employee: Employee ID#: Signature:

Department: Dept#:

Quantity:

Service: $ /mo (x) months = Account: -532

Total:

(2) Elected Official/Department Head Authorization for Request:

Signature: [signature] Print Name: Yakima Ramirez Date: 9/27/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature: [signature] Print Name: Valde Guerra Date: 9/27/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Ivanhoe to Ricky Garza

Commissioner's Court Action: **Commissioner's Court Date:**

☐ Approved Date: ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
Office Use or Individual	Data Card	Cellular Telephone $50/mo
✓ Name Change	Blackberry	Data Pad $25/mo
Equipment Change	Other:	
Plan Change		
Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Rudy Guerra Employee ID# 18973 Signature: _____

Department: L E Dept#: 240

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: _____ 532

Service: $_____/mo (x) ____ months = _____ Account: _____ 619/664

Requisition Total: _____ Requisition Number: _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ 532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

_____ Robert Kramer 9/21/12

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 9/27/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Assign new cell phone number

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-34576 **11. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to cancel the application for Josefa L. Capetillo at the request of HOME Staff. Commissioner's Court approval on August 14, 2012 (Agenda item #33491).

BACKGROUND

On August 21, 2012, the County of Hidalgo Urban County Program HOME Division called Ms. Captellio to set up an appointment for her to approve and sign the plans and specifications for the reconstruction of her home. However, Mrs. Capetillo family informed our office that she passed away. Therefore, HOME staff is recommending cancellation of Josefa Capetillo's application.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Josefa L. Capetillo Deferred Loan – ElderlyReconstruct	CW 85-11-06	Countywide Precinct #4	HOME 2011	Lot 9, Triple C Subdivision, Hidalgo County Texas

Attachments

Approval of applicant J Capetillo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 04:15 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Mary Flores Started On: 10/03/2012 03:34 PM

Final Approval Date: 10/12/2012

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Consent Agenda Request Form

No. 33491

By: Eric/Irene

Date: July 30, 2012

Deadline for Action: A.S.A.P

Department: HOME Program

Diana R. Serna, Urban County Director

Meeting Date Request: August 14, 2012

Contact Person: DIANA R. SERNA, DIRECTOR

Phone: (956) 787-8127 Fax: (956) 787-5291

Caption:

Request for approval of two (2) applicants in the Countywide area, one (1) in the City of Elsa and one (1) in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

Background:

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Josefa L. Capetillo Deferred Loan - Elderly Reconstruction	CW #85-11-06	Countywide Precinct # 4	HOME 2011	Lot 9, TRIPLE C Subdivision, Hidalgo County, Texas
Eujenia Vallejo Deferred Loan - Elderly Reconstruction	EL #25-11-01	Elsa Precinct # 1	HOME 2011	Lot 71, Valle Vista Subdivision an addition to the City of Elsa, Hidalgo County, Texas
Maria Flora Contrereas Deferred Loan - Elderly Reconstruction	SJ #75 -11-01	San Juan Precinct # 2	HOME 2011	Lot 29, Hazel Subdivision, City of San Juan, Hidalgo County, Texas
Santos Villarreal Deferred Loan - Elderly Reconstruction	CW #85-11-07	Countywide Precinct #1	HOME 2011	Lot 6, Block 79, Hargill Townsite, Hidalgo County, Texas.

APPROVED Co. Comm. Ct.
DATE 8-14-12

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2011 Budget. The Urban County Program staff recommends approval of applicant's.

Please initial for approval:

Division Director, UCP Housing

Finance Director

Legal Council _____ **Budget** _____ **Human Resources** _____ Dept./Fund No._____ Amount Expended: $ _____ Funds/ Staffing Budgeted: Yes ____ No ____ Amount Code: _____ Impact on Future Budget: Yes_____ No____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

AI-34481 **Urban County 11. B.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

a. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 24 (2011) Palmview Street Improvement funds.

Professional Service Firm	Grade	Ranked
SAMES, Inc.	97.34	
S&B Infrastructure	93.00	
Hinojosa Engineering	93.00	

2. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of_____
for the provision of engineering services for an Urban County Program Year 24 (2011) City of Palmview, Street Improvements project located at the Bentsen Palm Bridge in Palmview, Texas.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: SAMES, Inc., S&B Infrastructure, Hinojosa Engineering for the Street Improvement project located at the Abram Road Bridge in Palmview, Texas.

Funds Available:	$ 14,564.88	2010 Palmview Street Improvement funds
	$ 152,900.00	2011 Palmview Street Improvement funds
	$ 167,464.88	Total available funding

Attachments

Back up Palmview

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2012 10:52 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Mary Flores Started On: 09/27/2012 08:17 AM

Final Approval Date: 10/12/2012

City of Palmview
Engineering Services
Street Improvements (Bentsen Palm Bridge)
Year 24 (2011)
Grading-Ranking Grid

Criteria	SAMES, Inc.			S&B Infrastructure			Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	19	20	20	19	20	20
Experience of Project Team	25	25	21	24	25	23	24	25	23
Experience/ Availability of Project Manager	20	20	16	18	20	16	18	20	13
Understanding of Project	25	25	25	23	20	23	22	22	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	8	10	10	8	10
TOTALS	100	100	92	94	93	92	93	95	91
AVERAGES	292÷3=97.34			279÷3=93.0			279÷3=93.0		
RATING									

AI-34596 **Urban County 11. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program for Precinct No. 4 is requesting consideration and action to award and enter into a construction contract with E-Con Group, LLC, being the lowest bidder meeting all specifications and/or requirements, for the Texas Department of Agriculture (TDA) Contract No. 711245, in the amount of $338,607.50. The project consists of (1) Sewer Improvements, and (2) Rehab, single-unit residential sewer in the Hillcrest Terrace and Santa Cruz Ranchette. (first-time sewer access/service, septic tank decommission, and yardline connections)

BACKGROUND

Bids were requested and received for Pct. No. 4 – TDA Contract 711245. LeFevre Environmental and Management Consulting, LLC prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Dept. on October 3, 2012. After review, the project engineer recommended E-Con Group, LLC as the lowest of three (3) bidders. Please see attached engineers recommendation letter and a copy of bid tabulations.

Funds available: $370,000.00

Contractor: E-Con Group, LLC
Contract amount: $338,607.50

Note: Construction Contract form was approved/revised by Atlas, Hall & Rodriguez, Stephen L. Crain, on July 12, 2012

Attachments

Exhibit A Specifications Construction Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:09 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Mary Flores Started On: 10/03/2012 05:04 PM

Final Approval Date: 10/12/2012

LeFEVRE
ENVIRONMENTAL &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

October 3, 2012

Comm. Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78539

Re: Hidalgo Co. Urban County Program – Hillcrest Terrace & Santa Cruz Ranchettes Sewer Improvements UCP No. 6539-67-6590-5000-6700-UCP-EGG
LEMC No. 139

Dear Commissioner Palacios:

On Wednesday, October 3, 2012 bids were received and opened for the Hillcrest Terrace & Santa Cruz Ranchettes Sewer Improvements in Precinct 4 Hidalgo County, Texas. A total of five (5) bids were received. Enclosed is the bid tabulation for this project.

The low base bid was submitted by E-CON Group, LLC. of Edinburg, Texas, in the amount of $338,607.50. References have been contacted with no negative impact on our recommendation. We recommend that this project be awarded to E-CON Group, LLC.

Please call my office should you have any questions on the enclosed information.

Sincerely,

Emigdio "Milo" Salinas, P.E.
Project Engineer

Enclosures:

cc: Ester Gonzalez, Program Specialists, HC Urban County Project
File: Z:\5 Projects\Hidalgo\Precinct 4\P139 Hillcrest Terrace & Santa Cruz\Bid Phase\Letter of Recommendation.docx

EXHIBIT "A"

SPECIFICATIONS

HIDALGO COUNTY-URBAN COUNTY PROGRAM

"Hillcrest Terrace Subdivision and Santa Cruz Ranchettes – Sanitary Sewer Improvement Project"

BID NO.: 6539-67-6590-5000-6700-UCP-EG

The following are the minimum specifications for:

"INSTALLATION OF FIRST TIME SEWER SERVICE, SEPTIC TANK DECOMISSION, AND YARD LINES FOR TWO ECONOMICALLY DISADVANTAGE COMMUNITIES IN NORTHEAST HIDALGO COUNTY"

Please note exceptions or variations.

SPECIFICATIONS REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

The County Of Hidalgo, Texas Requires The Purchase of Materials For **"INSTALLATION OF FIRST TIME SEWER SERVICE, SEPTIC TANK DECOMISSION, AND YARD LINES FOR TWO ECONOMICALLY DISADVANTAGE COMMUNITIES IN NORTHEAST HIDALGO COUNTY" to include but not limited to the following:**

SEE ATTACHED SPECIFICATIONS AS PREPARED BY LEFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC:

HILARIO ORTIZ, PROJECT MANAGER
612 NOLANA, SUITE 350
McALLEN, TEXAS 78504

Technical Specifications

Document	Title	No. of Pages
DIVISION 1 - GENERAL REQUIREMENTS		
01321	Construction Photographs	2
01325	Construction of Schedules	2
01330	Submittal Procedures	3
01410	TPDES Requirements	3
01454	Testing Laboratory Services	2
01502	Mobilization	1
01504	Temporary Facilities and Controls	7
01555	Traffic Control and Regulation	1
01561	Trench Safety Systems	2
01570	Storm Water Pollution Control	10
01572	Source Controls for Erosion and Sedimention	4
01573	Filter Fabric Fence	2
01575	Stabilized Construction Exit	3
01576	Waste Material Disposal	1
01578	Control of Ground Water and Surface Water	4
01720	Project Record Documents	2
DIVISION 2 – SITE WORK		
02083	Fiberglass Manholes	6
02084	Frames, Grates, Rings an Covers	2
02221	Removing Existing Pavements and Structures	2
02316	Excavation and Backfill around Structures	7
02317	Excavation and Backfill for Utilities	12
02320	Utility Backfill Materials	6
02331	Sliplining Grout	6
02448	Augering Pipe for Sewers	4
02506	Polyvinyl Chloride Pipe	5
02516	Cut, Plug and Abandonment of Pipelines and Septic Tanks	2
02531	Gravity Sanitary Sewers	5
02533	Testing for Sanitary Sewers	8
02534	Sanitary Sewer Connections or Re-Connections	7
02751	Concrete Pavement	11
02752	Concrete Pavement Joints	4
02723	Concrete Pavement Curing	2
02740	Asphalt Overlay and Base Repair	6
02741	Asphalt Concrete Pavement	6
02742	Prime Coat	4
02743	Tack Coat	3
DIVISION 3 – CONCRETE		
03315	Concrete for Utilities	11

END OF DOCUMENT

Division 1

General Requirements

Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.

B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.

D. When required by Contract Documents, submit photographs with monthly Pay Estimate.

E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.

F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

1.03 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.

B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

SECTION 01325

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 GENERAL

A. Provide Construction Schedules for the Work included in this Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PDM) plan. Provide printed activity listings and bar charts in formats described in this Section.

B. Combine activity listings and bar charts with narrative report to form Construction Schedule submittal for Engineer.

1.02 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. During preconstruction meeting, as described in Section 01312 - Coordination and Meetings, provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by Engineer and must meet requirements provided in this Section. Engineer will provide review of samples within seven days of submittal.

C. Within 21 days of receipt of approval of Contractor's format, or 30 days of Notice to Proceed, whichever is later, **submit proposed Construction Schedule for review**.

D. Construction Schedule submittals shall include:

1. printed bar charts that meet criteria outlined in this Section;

2. activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software; and

3. a predecessor/successor listing sorted by Activity ID that meets criteria outlined in this Section and is produced by Contractor's scheduling software.

4. A logic network diagram is required with the first Construction Schedule submittal for facilities projects.

5. Prepare and submit graphic or tabular display of estimated monthly billings (i.e. a cash flow curve for the Work) with the first schedule submittal. This information is not required in monthly updates, unless significant changes in work require re-submittal of schedule for review. Display shall allocate units indicated in bid schedule or Schedule of Values to Construction Schedule activities. Weighted allocations are acceptable, where appropriate. Dollar value associated with each allocated unit will be spread across the duration of that activity on a monthly basis. Total for each month and cumulative total will be indicated. These monthly forecasts are only for Engineer's planning purposes. Monthly payments for actual work completed will be made in accordance with Document 00700 - General Conditions.

6. Narrative Report that provides the information outlined in this Section.

Section 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-URBAN COUNTY PROGRAM
"HILLCREST TERRACE SUBDIVISION AND SANTA CRUZ RANCHETTES – SANITARY SEWER IMPROVEMENT PROJECT"
BID NO.: 6539-67-6590-5000-6700-UCP-EG

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR THE INSTALLATION OF FIRST TIME SEWER SERVICE, SEPTIC TANK DECOMISSION, AND YARD LINES FOR TWO ECONOMICALLY DISADVANTAGE COMMUNITIES IN NORTHEAST HIDALGO COUNTY

BID PRICE: $ 338,607.50

OPENED
9:40
10-03-12
Witnessed

ALTERNATE PRICE: $ 29,384.00

BIDDER/COMPANY NAME: E-CON Group, LLC

ADDRESS: P.O Box 2999

CITY/STATE/ZIP CODE: Edinburg, TX 78540

PHONE & FAX NO.'S: Phone-(956) 259-8005 Fax(956) 259-80

CELLULAR & BEEPER NO.'S: (956) 793-0178 & (956) 638-6183

AUTHORIZED SIGNATURE:

PRINTED NAME: Gilbert Enriquez

TITLE: President

Document 00405

SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.
When a Contract is awarded, this Document becomes a supplement to the CONTRACT Between Owner and Contractor.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	UNIT PRICE IN FIGURES [1]	TOTAL FIGURES
	General Project				
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.	LS	1	9,850.00	9,850.00
1-2	Construction Staking	LS	1	1,500.00	1,500.00
1-3	Trench Safety Plan signed and sealed by a professional engineer licensed in Texas	LS	1	1,500.00	1,500.00
1-4	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	1	1,500.00	1,500.00
1-5	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	1	3,500.00	3,500.00
				Total General Project	17,850.00
	Sanitary Sewer Lines A, B and C w/ Service Lateral Connections				
2-1	Furnish and Install 8-inch PVC SDR-35 gravity pipe according to the plans and specifications; complete in place.	LF	1345	17.00	22,865.00
2-2	Furnish and Install 12-inch PVC SDR-26 gravity pipe according to the plans and specifications; complete in place.	LF	2584	23.00	59,432.00
2-3	Furnish and Install directional bores with 12-inch casings for 6-inch PVC double service connection; according to the plans and specifications; complete in place.	LF	174	116.00	20,184.00
2-4	Furnish and Install directional bores with 16-inch casings for 8-inch PVC sanitary sewer line; according to the plans and specifications; complete in place.	LF	40	146.00	5,840.00
2-5	Furnish and Install directional bores with 24-inch casings for 12-inch PVC sanitary sewer line; according to the plans and specifications; complete in place.	LF	207	230.00	47,610.00
2-6	Furnish and Install 48-inch diameter fiberglass manhole; according to the plans and specifications; complete in place.	EA	13	3,500.00	45,500.00
2-7	Furnish and Install single service connection; according to the plans and specifications; complete in place.	EA	35	1,200.00	42,000.00
2-8	Furnish and Install double service connection; according to the plans and specifications; complete in place.	EA	3	1,800.00	5,400.00
2-9	Disconnect, pump and decommission existing septic tank or cesspool, haul and dispose of spoil material and Furnish and Install 4" PVC SDR-35 sewer service lateral including: connecting new 4" pipe to existing sewer and gray water pipes; landscape	EA	49	1,200.00	58,800.00

	and/or other surface media repair; and all appurtenant work as shown or as specified, complete in place.				
2-10	Remove and Replace and compact existing caliche driveway as needed for trenching operations; according to the plans and specifications; complete in place.	SY	161	22.50	3,622.50
2-11	Saw-cut, Remove and Replace existing asphalt driveway as needed for trenching operations; according to the plans and specifications; complete in place.	SY	56	36.00	2,016.00
2-12	Saw-cut, Remove and Replace existing base, sub-base, HMAC asphalt roadway pavement; as needed for trenching operations according to the plans and specifications; complete in place.	SY	183	36.00	6,588.00
2-13	Saw-cut, Remove and Replace existing base, sub-base, HMAC asphalt pavement (TxDOT Specifications); as needed for trenching operations according to the plans and specifications; complete in place.	SY	14	50.00	700.00
2-14	Saw-cut, Remove and Replace, and existing concrete sidewalk as needed for trenching operations; according to the plans and specifications; complete in place.	SY	2	100.00	200.00
	Sanitary Sewer Lines A, B and C w/ Service Lateral Connections				320,757.50

SUMMARY

	Total General Project	17,850.00
	Sanitary Sewer Lines A, B and C w/ Service Lateral Connections	320,757.50

TOTAL BID PRICE (Total Unit Prices Plus Cash Allowance, if any)

$ 338,607.50

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project: Hillcrest Terrance Subdivision and Santa Cruz Ranchet

Project No. 6539-67-6590-5006-6700-UCP-EE Bidder's Signature:

Company: E-CON Group, LLC Name: Gilbert Enriquez

Date: 10/3/2012 Title: President

OPENED
9:40
10-03-12
Witnessed

END OF DOCUMENT

Document 00407

SCHEDULE OF ALTERNATES

This Document, constitutes a Supplement to Document 00405 - Schedule of Unit Price Work.
When a Contract is awarded, this Document becomes a supplement to the CONTRACT Between Owner and Contractor.

A. Alternate bids will be reviewed and accepted or rejected at the discretion of the Owner.
B. Any Alternate not listed below will not be considered.

OPENED 9:40 10-03-12 Witnessed

TOTAL BID PRICE (Total Unit Prices from Document 00405)

$ 338,1607.50

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
Alternate No. 1 And **ADD** the following Unit Price Bid Items to replace them:					
2-3	Furnish and Install directional bores with 12-inch casings for 6-inch PVC double service connection; according to the plans and specifications; complete in place.	LF	32	116.00	(3,712.00)
2-3a	Furnish and Install directional bores with 8-inch casings for 4-inch PVC service connection; according to the plans and specifications; complete in place.	LF	32	146.00	(4,672.00)
2-8	Furnish and Install single service connection; according to the plans and specifications; complete in place.	EA	14	1,200.00	(16,800.00)
2-9	Furnish and Install double service connection; according to the plans and specifications; complete in place.	EA	1	1,800.00	(1,800.00)
2-9a	Furnish and Install commercial service connection; according to the plans and specifications; complete in place.	EA	1	1,500.00	(1,500.00)
2-13	Saw-cut, Remove and Replace existing base, sub-base, HMAC asphalt roadway pavement; as needed for trenching operations according to the plans and specifications; complete in place.	SY	25	36.00	(900.00)

TOTAL ALTERNATE BID PRICE (Including All Alternate Bids) $ 29,384.00

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project: Hillcrest Terrace Subdivision and Santa Cruz Ranchettes
Project No. 6539-67-6590-500-6700-UKP-EG Bidder's Signature:
Company: E-CON GROUP, LLC Name: Gilbert Enriquez
Date: 10/3/2012 Title: President

END OF DOCUMENT

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, Gilbert Enriquez, authorized representative for E-Con Group, LLC, Company/Vendor

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

☐ will be acquired within 10 working days after notification from the Urban County Program Coordinator 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 the Urban County Program Coordinator 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

10/3/12 Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Urban County Program Coordinator 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 Urban County Program Coordinator 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2012

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

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

PRODUCER
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Robert R. Garza
PHONE (A/C, No, Ext): (956) 565-2481 **FAX (A/C, No):** (956) 565-2733
E-MAIL ADDRESS: robertr@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Co	
INSURER B: General Insurance Co of Americ	
INSURER C: Texas Mutual Ins. Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
E-Con Group, LLC
P. O. Box 2999
Edinburg TX 78540

COVERAGES **CERTIFICATE NUMBER:** 11-12 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	CA00001543602	12/31/2011	12/31/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	24CC298575-1	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TSF0001112208	12/31/2011	12/31/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Bannworth and Ctaholic War Veterans Park Improvements

CERTIFICATE HOLDER
City of Mission

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

AUTHORIZED REPRESENTATIVE
Robert R Garza/AZ

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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: Gilbert Enriquez
Title: President
Telephone Number: (956) 259-8005
Date: 10/3/2012

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

Liberty Mutual

West American Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

E-Con Group LLC
(hereinafter called the Principal) as Principal, and West American Insurance Company , with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto Hidalgo County

(hereinafter called the Obligee) in the penal sum of

5% Greatest Amount Bid Dollars $ 5%
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated October 3rd, 2012 for
Hillcrest Terrace Subdivision and Santa Cruz Ranchettes

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: October 3rd, 2012

E-Con Group LLC
(Principal)

By: _____

West American Insurance Company

By: _____
Andy Alvarez (Attorney-in-Fact)

S-137-Rev.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4837148

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

WEST AMERICAN INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That West American Insurance Company (the "Company"), an Indianapolis stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **ANDY ALVAREZ, RON DUNAGAN, SHEILA DUNAGAN, ALL OF THE CITY OF MCALLEN, STATE OF TEXAS**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100********** ******DOLLARS ($ 25,000,000.00********** ******)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:
Pursuant to Article IV, Section 12 of the By-Laws, David M. Carey, Assistant Secretary of West American Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of West American Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of September, 2011.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

WEST AMERICAN INSURANCE COMPANY

By _____
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of West American Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of West American Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 26, 2013
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of West American Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of West American Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 3rd day of October, 2012.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

_____
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

AI-34589 **Urban County 11. D.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Ester Gonzalez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program (UCP), on behalf of Pct. 1, is requesting approval of Amendment No. 2 to the existing contract agreement with Guzman & Muñoz Engineering and Surveying Inc. for the Texas Department of Agriculture (TDA) Contract No. 729055. The Amendment, in the amount of $5,500.00 reflects additional engineering services conducted as part of the alternate design approved by TDA for the completion of the project. Pct. 1 CDBG 2009 - water/sewer improvements (Yr 22) funds for colonia match will be utilized.

BACKGROUND

Due to project delays, associated with acquisition issues, an alternate project design was approved by TDA for
the completion of the project. Please see attached amendment, engineer's letter, and additional scope of services.
Please note: a credit, from Amendment No. 1 in the amount of $2,470.00 was issued to UCP/Pct.1 from Guzman & Muñoz Engineering for services not rendered.

Contract Amount: $37,108.00
Amendment No. 1: $12,108.00
Amendment No. 2: $ 5,500.00
New Contract Amount: $42,608.00

Attachments

Guzman and Munoz Letter, Invoice

funding info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:05 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Mary Flores Started On: 10/03/2012 04:50 PM

Final Approval Date: 10/12/2012

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8817

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4638

Date: September 10, 2012

Hidalgo County Precinct 1
Commissioner, Joel Quintanilla
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: P683 Hidalgo County Pct. 1 – Colonias DeAnda & Saenz, San. Sewer Home connections – Alternative Sanitary Sewer Collection Main and Grinder Pumps Station Engineering Design and Surveying Cost

Dear, Commissioner Quintanilla

Guzman & Muñoz Engineering and Surveying Inc. (GMES) is pleased to report that the sanitary sewer collection system for the colonias De Anda and Saenz has been completed. We are in the process of closing this project.

As you may know parts of this project had to be re-engineered and re-designed several times due to difficulties in acquiring easements for the collection system main line. GMES had to engineer and survey the final alternative solution to this project. However due to the urgency imposed by the funding deadline a change order request for the additional engineering and surveying cost has not be processed.

Attached is our invoice for this additional work. Please consider our request to amend our contract to include these additional monies and let us know how you want us to proceed.

Please call us if you have any questions.

Thank You

José Luis Muñoz, P.E.
GMES President

Cc: Richard Garcia, Mercedes City Manager
Enclosure: GMES Invoice # 4887

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017
2020 E. Expressway 83 Suite 5
Mercedes, Texas 78570
Phone: (956) 565-4633
Fax: (956) 565-4636

Invoice

DATE	INVOICE NO.
8/22/2012	4887

BILL TO
Hidalgo County Pct. 1 1902 Joe Stephens Ave. Weslaco, Texas 78596

P.O. NO.	TERMS
P683	Due on receipt

DESCRIPTION	HOURS	RATE	AMOUNT
Grinder Pump Design and Alternate Route Engineering from May 2012 thru July 31, 2012.			
Principal	2	180.00	360.00
Project Manager	22	140.00	3,080.00
Project Engineer	11	120.00	1,320.00
Designer Engineering	11.5	90.00	1,035.00
CAD Draftsman	14	75.00	1,050.00
Survey Technician	4.5	90.00	405.00
2-Man Field Crew	6	120.00	720.00

Thank you for your business.

Total $7,970.00

HIDALGO COUNTY
URBAN COUNTY PROGRAM

PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS

REQUEST FOR PAYMENT NO: 7

CITY/PRECINCT: Pct.#1 Colonia Matching (Mercedes)
PROJECT NAME: Water & Sewer Improvements
ENG./ARCH. FIRM: Guzman & Munoz Engineering and Surveying , Inc.
ADDRESS: 2020 E. Expressway 83, Frontage Suite #5
ADDRESS:
CITY/STATE: Mercedes, Texas ZIP: 78570

Original Contract Amount $ 25,000.00 ACCOUNT #: 5099-091-0310-5100-9110
*Contract Amendment Amount $ 17,608.00
New Contract Amount $ 42,608.00

Water & Wastewater Improvements – Colonia Saenz, De Anda & Perez Subd. In the City of Mercedes, ETJ Area in Pct. #1, Pct # 1 Matching Funds for TDRA Grant #729055

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST
Preliminary Phase 15%	$3,750.00	100%	$3,750.00	$3,750.00	$0
Design Phase 60%	$15,000.00	100%	$15,000.00	$15,000.00	$0
Construction Phase 25%	$6,250.00	100%	$6,250.00	$6,250.00	$0
*Additional Services Engineering Design Surveying (Topography) Const. Phase Services Const. Phase Services	$6,588.00 $3,050.00 $2,470.00 ($2,470.00)	100% 100% 100% 100%	$6,588.00 $3,050.00 $2,470.00 ($2,470.00)	$6,588.00 $3,050.00 $0.00 $0.00	$0 $0 $2,470.00 ($2,470.00)
*Additional Services Grinder Pump Design and Alternate Route Engineering	$7,970.00	100%	$7,970.00	$0.00	$7,970.00
Reimbursable Expenses*					
TOTAL	**$42,608.00**	**100%**	**$42,608.00**	**$34,638.00**	**$7,970.00**

* - Please attach supporting documents to this request.

I certify that the above is true and correct to the best of my knowledge.

ENGINEERING/~~ARCHITECTURAL~~ FIRM DATE

~~CITY~~/PRECINCT/~~UCP~~ DATE

~~CITY~~ / ~~PRECINCT~~ / UCP DATE

Z/Hid/Mer/P683/Billiing

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017
2020 E. Expressway 83 Suite 5 Phone: (956) 565-4637
Mercedes, Texas 78570 Fax: (956) 565-4636

Invoice

DATE	INVOICE NO.
8/22/2012	4887

BILL TO
Hidalgo County Pct. 1 1902 Joe Stephens Ave. Weslaco, Texas 78596

P.O. NO.	TERMS
P683	Due on receipt

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CAD Draftsman	14	75.00	1,050.00
Survey Technician	4.5	90.00	405.00
2-Man Field Crew	6	120.00	720.00
SUBTOTAL			7,970.00

Thank you for your business.

Total $7,970.00

Ester

From: Sandra Spence [sspence@gmes.biz]
Sent: Tuesday, September 25, 2012 1:58 PM
To: Ester Gonzalez (ester.gonzalez@ucp.co.hidalgo.tx.us)
Subject: FW: Revised Invoices - Project: Water & Wastewater Improvements - Colonia Saenz, De Anda & Perez Sudvision
Attachments: Request for Payment No. 6.pdf; Request for Payment No. 7.pdf

Importance: High

FYI –

From: Sandra Spence
Sent: Tuesday, September 25, 2012 12:33 PM
To: antonio.barco@ucp.co.hidalgo.tx.us; 'ester.gonzales@ucp.co.hidalgo.tx.us'
Cc: 'ester.@ucp.co.hidalgo.tx.us'; Jose Munoz; Jeff Riviera; Jose Muniz
Subject: Revised Invoices - Project: Water & Wastewater Improvements - Colonia Saenz, De Anda & Perez Sudvision
Importance: High

Good afternoon Mr. Barco,

First of all, I would like to thank you and Ester for meeting with me and Jose Muniz last Friday, September 21, 2012 to discuss the invoices for the referenced project. As we agreed, GMES did the following:

1) Revised Request for Payment No. 6 to reduce the total contract amount by the construction phase services amount of $2,470.00. In this RFP No. 6 GMES issued a credit of ($494.00), which was all that GMES had previously charged and been paid.
2) Developed Request for Payment No. 7 in the amount of $7,970.00 for engineering services performed for the Grinder Pump Design and Alternate Road Engineering from May 2012 thru July 31, 2012.

Again, the total contract amount has been reduced by $2,470.00 to eliminate funding for Construction Phase Services previously included in the first amendment to the contract.

With all due respect, we will get these to the Precinct this afternoon and have them delivered to your office hopefully no later than tomorrow morning.

If you have any questions, please feel free to call me or Jose Muñiz at (956)565-4637.

Sandra R. Spence
Administrative Manager
GM GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC
HARLINGEN - MERCEDES - MCALLEN
2020 East Expressway 83
Mercedes, TX 78570
Office: (956) 565-4637
Fax: (956) 565-4636

PROVIDING PROFESSIONAL SERVICES TO THE RIO GRANDE VALLEY FOR OVER 39 YEARS
"Continued Excellence through Teamwork"
S.B.A. 8(A) CERTIFIED, HUB CERTIFIED, TXDOT CERTIFIED, DBE CERTIFIED,

PRIVACY NOTICE: This information is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged, confidential or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, contact the sender and delete the material from any computer. Any views or opinions expressed in this message are those of the individual sender and not necessarily those of Guzman & Munoz Engineering and Surveying, Inc.

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____
Ester Gonzalez-Garcia

Date: October 3, 2012
Deadline for Action: October 16, 2012
Department: *Urban County Program*

Meeting Date Request: October 16, 2012
Contact Person: *Diana R. Serna*
Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director: _____

Caption:

Urban County Program (UCP), on behalf of Pct. 1, is requesting approval of Amendment No. 2 to the existing contract agreement with Guzman & Muñoz Engineering and Surveying Inc. for the Texas Department of Agriculture (TDA) Contract No. 729055. The Amendment, in the amount of $5,500.00 reflects additional engineering services conducted as part of the alternate design approved by TDA for the completion of the project. Pct. 1 CDBG 2009 - water/sewer improvements (Yr 22) funds for colonia match will be utilized.

Background:

Due to project delays, associated with acquisition issues, an alternate project design was approved by TDA for the completion of the project. Please see attached amendment, engineer's letter, and additional scope of services. Please note: a credit, from Amendment No. 1 in the amount of $2,470.00 was issued to UCP/Pct.1 from Guzman & Muñoz Engineering for services not rendered.

Contract Amount:	$37,108.00
Amendment No. 1:	$12,108.00
Amendment No. 2:	$ 5,500.00
New Contract Amount:	**$42,608.00**

Available amount: $5,500.00: FY 22 (2009) Pct. No. 1 Water/Sewer Improvements (colonia match)

Deputy Director: _____ Finance:_____

Please initial for approval:
Legal Counsel _____ **Budget** _____ **Human Resources** _____
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:____ No:____
Account Code: _____ Impact on Future Budget: Yes ____ No ____
Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

AI-34556 **11. E.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Candace Armenta Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Palmview, is requesting approval of a best and final negotiated contract for professional engineering services with SAMES, Inc. in the amount of $13,000.00 utilizing Year 24 (2011) Urban County funds for street improvements in J&O Subdivision in Palmview, Texas.

BACKGROUND

SAMES, Inc. has submitted a best and final offer for the required professional engineering services for the 2011 street improvements project which consists of surveying services, geotechnical and construction material testing services, and engineering and design plans and specifications. SAMES, Inc. was the highest ranked firm by Commissioner's Court on July 10th 2012. Contract approval in the amount of $13,000.00 is being requested for engineering and legal counsel has approved the form contract as of 04/26/2012. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Engineering Firm: SAMES, Inc.
Contract Amount: $ 13,000.00

Funds Available: $123,646.57 – FY 24 (2011) Street Improvement Funds

Attachments

Palmview J & O

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 11:38 AM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Mary Flores Started On: 10/03/2012 11:16 AM

Final Approval Date: 10/12/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **16th** day of **October, 2012** by and between **Urban County Program,** (hereinafter called the "Party") and **SAMES, Inc. dba Sam Engineering & Surveying**, duly authorized Engineer, herein acting by **Saul D. Maldonado, Principal Engineer** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Palmview Street Improvements** Account(s) **5011-55-0311-5000-5500** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $ 13,000.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within **ten (10) days** from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by **ninety (90) days** and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any s8-hare or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars ($300,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **October 16th, 2012**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Saul D. Maldonado, Principal Engineer

Firm Name: **SAMES, Inc. dba Sam Engineering & Surveying**
Address: **200 South Cage Road**
City/ST/ZIP: **Pharr, TX 78577**

FED ID #/SS #: **26-2941288**

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)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

SAM Engineering and **S**urveying, Inc.

Reg. # F-10602

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

September 26, 2012

Antonio Barco
Deputy Director
Urban County Project
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Engineering Proposal – City of Palmview - Urban County Program 2011 Street Paving Project – J.O. Subdivision

Mr. Barco

We are pleased to provide this proposal, to the Urban County Program, for providing Professional Engineering Services in relation to the proposed City of Palmview 2011 Street Paving Project. As per our understanding of this project, the improvements consist of repairing and re-paving portions of the existing streets within J.O. Subdivision which have deteriorated over time.

We have visited the project site and have generated a complete probable cost package for the proposed construction. Enclosed please find the following exhibits;

Exhibit A: Scope of Services
Exhibit B: Fee Proposal
Exhibit C: Cost Estimate
Exhibit D: Project Limit Maps

At your request, we will begin working on the plan design phase for each individual street. Project coordination meetings with your staff will be established prior to commencement and throughout the life of the project. SAMES highly skilled staff will work diligently with your staff

SAM Engineering and **S**urveying, Inc.

Reg. # F-10602

200 South Cage Boulevard Ste. A, Pharr, Texas 78577 (P.O. Box 3353 Edinburg, TX. 78540)

to provide all the necessary documentation and submittals required to successfully execute this project.

The attached engineering cost estimate of $13,000.00 which consists of engineering design fees ($10,738.52) fees and geotechnical/construction material testing fees ($2,261.48) **constitutes our best and final offer to complete this project.** We will commence with this project upon receipt of a written notice to proceed and are available at your earliest convenience to discuss this project.

Respectfully Submitted,

Saul D. Maldonado, P.E.
Principal

Exhibit B
Fee Proposal

City of Palmview – Urban County Program
2011 STREET PAVING PROJECT

We propose to provide the above-mentioned services for a lump sum amount of $13,000.00, which represents an estimate of hourly services to be provided by our staff. It should be noted that the above stated line item includes several related services that are required to complete the proposed improvements and listed as follows:

Task 1: Surveying Phase Services $1,500.00

Task 2: Geotechnical and Construction Material Testing $2,261.48

Task 3: Engineering Design Plans & Specification $9,238.52

We will begin work upon receipt of a notice to proceed.

SAMES

STREET PAVING IMPROVEMENTS
PROJECT COST ESTIMATE

27-Aug-12

Project Name: City of PalmviewStreet Improvements

J.O. Subdivision

CIVIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	4,300	SY	$2.53	$10,879.00
2	8" FL BS (DC) (TY D GR1 CL III)W/4% CEMENT STABLZ	4,300	SY	$7.00	$30,100.00
3	PRIME COAT ASPH MATRL (MC-30)	860	GAL	$5.60	$4,816.00
4	TACK COAT ASPH MATRL (MC-250)	650	GAL	$6.49	$4,218.50
5	2" DENSE-GRADED HOT-MIX ASPH CONC TY D	4,200	SY	$8.00	$33,600.00
6	TRAFFIC CONTROL, COMPLETE AND IN PLACE	1	LS	$1,000.01	$1,000.01
7	REPAIR CONCRETE CURB AND GUTTER	1500	LF	$9.00	$13,500.00
				SUBTOTAL	**$98,113.51**

Total Estimated Construction Cost

Civil Improvements		$98,113.51
Contingency (10% of Total)	$	9,811.35
SUB-TOTAL	**$**	**107,924.86**

Professional Costs

Basic Engineering Services	$	10,738.52
Geotechnical & Construction Material Testing	$	2,261.48
SUB-TOTAL	**$**	**13,000.00**

PROJECT TOTAL $ 120,924.86

HIDALGO COUNTY URBAN COUNTY PROGRAM
PROJECT TITLE: CITY OF PALMVIEW 2011 STREET IMPROVEMENTS PROJECT
PROJECT NUMBER: ENG 12.054
J.O. SUBDIVISION UNITS 1 AND 2

ESTIMATE SUMMARY OF MAN-HOURS

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ Project Limits Changed - Original limits are from A to B and New limits are from A to C
- ☐ New Location Added - xyz is added as a new improvement location
- ☐ Improvement Type Changed: Resurfacing has changed to Reconstruction
- ☐ Additional Services Added:

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	3000	3000	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$13,000.00	$13,000.00	0.00%

TASK DESCRIPTIONS	Engineer	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			0.5			1		1	0.5	1	1.5	0.5	6
Hospital Review (Subconsultant Mgt)			0.3			3				1			3.3
Utility Coordination			0			1		1	0.5	1	1.5		6
Public Agency Coordination/Permitting (Including County Clk, GLO, THC, TxDOT, TCEQ, USACE, etc.)			0.5			2							2.5
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			0.5			3		1	0.5				4
Attended Meetings			0.5									10	11.5
QUALITY CONTROL													
Check Review of Plans and Technical Specifications													
QA/QC Reviews 30% Submittal													0
QA/QC Reviews 60% Submittal													0
QA/QC Reviews 100% Submittal													0
Attendance Review Meetings with PMC (30%, 60%, Final)													0
SURVEY													
Prepare Survey Request										0.5	0.5		1
Coordination to Public and Private Agencies										1	0.5		1.5
Data Collection / Field Survey										0.5	10		10.5
Process Raw Data								2		1	3		6
Develop Topo								2		0.5	2		4.5
GEOTECHNICAL													
Service Geotechnical Report and Recommendations			1					0.5		0		0.5	2
ASBESTOS AND LEAD BASED PAINT													
Assess Report and Recommendations													0
FLOOD PLAIN MANAGEMENT AND WETLAND PROTECTION													
Develop Report and Recommendations													0
HISTORICAL PRESERVED													
Develop Report and Recommendations													0
PLAN SHEETS													
Cover Sheet			0.2			1		0.5	1.5				3.2
Index and Legend			0.2			1		0.5	1.5				3.2
Construction Notes, General Notes and Private Utility Company Notice			0.2			1		0.5	1.5				3.2
Typical Sections			0.2			1		0.5	1.5				3.2
Overall Layout Sheets			0.2			1		0.5	1.5				3.2
Existing & Proposed Drainage (Including Area Map (Localized Areas)			0.2			1		0.5	2				3.7
Hydraulic Calculations			0.2			1		0.5	2				3.7
Typical Plan, Profiles or Site Layout Sheets			0.2			1		0.5	2				3.7
SIGNING AND PAVEMENT MARKING PLANS													
Layouts and Details			0			2		1	1.5				2.5
TRAFFIC CONTROL PLANS													
Detail Construction Sequencing Layout			0			2		0.5	1				2.5
Construction Sequencing Layout Sheets per Phase (Number of Phases =)			0			2		0.5	1				2.5
TRAFFIC SIGNALIZATION PLANS													
Existing, Proposed and Temporary Signal Layouts			0			0		0	0				0
STREET LIGHTING LAYOUT PLANS													
Lighting Layouts and Details													0
STORMWATER POLLUTION PREVENTION PLANS													
SWPPP Layouts and Details			0			1		0.5	1				2.5
NOI/NOT Form Preparation			0			1		0.5	1				2.5
TREE AND PLANT PROTECTION SHEETS													
Tree Treatment Schedule													0
Tree Details													0
DETAIL SHEETS													
Standard Details (Barricade, pavers, Drainage, WWW, Pavement, Bridge, Signal etc.)			0			1		0.5	1				2.5
Miscellaneous Details			0			1		0.5	1				2.5
EARTHWORK SECTIONS													
Cross Sections			0.2			1		0.5	2				3.8
Grading Layouts (Intersection etc.)			0.2			1		0.5	1				2.8
CONTRACT DOCUMENTS													
Assemble Type Bid			0			1							1
Develop and Assemble Technical Specifications			0			1							1
BID PHASE SERVICES													
Prepare Bid Advertisement/Coordinate with Newspaper/Contact prequalified bidders			0.25			1							1.25
Addressing Bid Questions			0.25			1							1.25
Prepare and Issue Addenda			0.25			1							1.25
Conduct Bid opening / Check and Tabulate Bids			0.25			1							1.25
Conduct Meeting for Contract Awards			0.5			0							0.5
CONSTRUCTION PHASE SERVICES													
Prepare Construction Award Documents			0.25			1							1.25
Pre-Construction Conference			0.25			1							1.25
Periodic Site Observations			1			8							9
Contractor Submittal Reviews			0.25			1							1.25
Contractor Pay Request Reviews			0.25			1							1.25
PROJECT CLOSE-OUT SERVICES													
Construction Closeout			0.5			2		1	0.5	2			6
Submit As-Built Plans			0.25			1		1	1.5	2	10		15.75
SUBTOTAL		0	11.35	0	0	39	0	16.5	27.5	16.5	35	11	165.45
Loaded Hourly Rates			$ 150.00			$ 100.00		$ 50.00	$ 40.00	$ 113.00	$ 80.00	$ 25.00	
Direct Labor			$ 1,702.50	$ -	$ -	$ 4,000.00	$ -	$ 825.00	$ 1,100.00	$ 1,207.50	$ 2,800.00	$ 275.00	$ 13,000.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 1,702.50	$ -	$ -	$ 4,000.00	$ -	$ 825.00	$ 1,100.00	$ 1,207.50	$ 2,800.00	$ 275.00	$ 13,000.00

* Note: No temporary works anticipated this project.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2012

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

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

PRODUCER	CONTACT NAME: Rose Ovalle
SafeGuard Insurance Agency 800 N. 10th St. McAllen TX 78501	PHONE (A/C, No, Ext): (956) 687-1811 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00016778

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sames, Inc, DBA: Sam Engineering & Surveying, 200 S Cage Blvd Suite A Pharr TX 78577	INSURER A: SENTINEL INS CO LTD	
	INSURER B: Zurich Insurance Company	
	INSURER C: Lloyds of London	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: CL116802007** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC	X	X	46SBABK1260	4/1/2012	4/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	SBS005161429-1	04/03/2012	04/03/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000	X	X	46SBABK1260	04/1/2012	4/1/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	46WBCAB5808	7/14/2011	7/14/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made			ANE1238070.11	11/12/2011	11/12/2012	$5,000 retention	1,000,000

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

Additional Insured endorsement and Waiver of Subrogation in favor of Certificate Holder, with respects to General Liabilty and Busines Auto Policy

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rose E Ovalle

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AI-34522 **Head Start 13. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 10.15.12

Attachments

Surplus Items

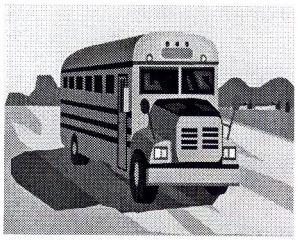
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/01/2012 02:16 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Linda Galaviz Started On: 10/01/2012 01:22 PM

Final Approval Date: 10/12/2012

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment/vehicles

Date: September 27, 2012

CC: Teresa Flores, Executive Director
Elma Keller, Finance Director
Files

As per our previous conversation, the attachment is a listing of supplies, vehicles and equipment that, in my best judgment, have determined to be obsolete, no longer functional and/or beyond repair. Some of the playground equipment listed is no longer acceptable by State Licensing Department because it is rusted, cracked and also beyond repair.

I am requesting that you present this list to our Policy Council and Commissioners Court for their consideration and approval to declare the attached listing surplus. Once the request is approved concurrently, the property will be under the custodianship of the County and subsequently auctioned November 7, 2012.

Please advise me on your decision so that I may proceed in disposing of the inventory.

Thank you

Attachments

Attachments November 7, 2012 Auction

Auction Inventory 2012			
Item Description	**Inventory Number**	**Serial Number**	**Quantity**
A/C Window Unit	N/A	1006846570	1
Water Fountain	N/A	N/A	1
Bus Tires	N/A	N/A	11
Van Tires	N/A	N/A	3
3 Compartment Sink	1-6248	N/A	1
Scale Up Right	4101	N/A	1
Towel Dispenser	N/A	N/A	4
A/C Compressor	N/A	WBGP053172	1
A/C Compressor	N/A	9602042476	1
Water Cooler	2800	N/A	1
A/C Window Unit	N/A	4021308232	1
A/C Compressor	N/A	5432M049606114	1
A/C Compressor	N/A	301487178	1
A/C Compressor	N/A	301487177	1
A/C Window Unit	N/A	2596B63723	1
Breaker Box	N/A	N/A	1
Coil Unit	N/A	N/A	1
Old Pressure Washer	N/A	9608611	1
Edge Trimmer	N/A	ATK3400662	1
Blower Unit Echo	N/A	9124792	1
A/C Window Unit	N/A	LEBR09610	1
Upright scale	14969	N/A	1
Chair	N/A	N/A	4
Chair	18206	N/A	1
Chair	9525	N/A	1
Chair	13124	N/A	1
Chair	N/A	M9KYR4	1
Chair	N/A	CA27270	2
Chair	17729	N/A	1
Chair	N/A	N/A	1
Chair	N/A	V6CPY	1
Multi seal laminator	N/A	6494	1
Laser fax	16447	N/A	1

Brother fax	N/A	456348K8K214919	1
Electric range	16316	N/A	1
Wheelwriter	N/A	6CH183014602	1
Canon Copier	N/A	NVG07640	1
CopierADF	N/A	15060701	1
Sharp copier	N/A	26508332	1
Mita DC 2360 Copier	N/A	Q137-0170038H	1
Paper Shredder	N/A	94344707	1
Shredder	N/A	E09100706696	1
Shredder	N/A	1008789	1
IBM Typwriter	N/A	143060011RR03	1
Desk	83212	N/A	1
Desk	N/A	N/A	3
Canon Copier	2864	NUN07074	1
IBM Printer Brother	11526	N/A	1
IBM Printer Brother	14668	N/A	1
Soap dispenser	N/A	N/A	225
Cots	N/A	N/A	54
Kids basketball court	N/A	N/A	2
Office chairs	9525	N/A	1
Office chairs	13124	N/A	1
Office chairs	N/A	N/A	12
52in wheel Television	10483	N/A	1
Kids love sofa	N/A	N/A	4
Regular Kids sofa	N/A	N/A	9
Kids blue chairs	N/A	N/A	14
Weight scale	14969	N/A	1
Weight scale	N/A	N/A	1
19in combo television	277	N/A	1
Copier	8833	N/A	1
Copier	16573	N/A	1
Fax machines	N/A	N/A	4
Office desk	N/A	N/A	1
Office desk	2926	N/A	1
Office desk	14165	N/A	1
Office desk	18200	N/A	1

Office desk	8314	N/A	1
CD/Cassette radio	N/A	N/A	5
Ear phones	N/A	N/A	9
Giant Zio sheet stapler	N/A	N/A	2
Book stands	N/A	N/A	1
Paper Shredder	N/A	N/A	3
Paper Shredder	16991	N/A	1
Chair carrier	N/A	N/A	1
Handi cap walker	N/A	N/A	1
Regular tables	N/A	N/A	6
Sensory stimulation kid	N/A	N/A	1
3-4 door cabinets	13348	N/A	1
3-4 door cabinets	9520	N/A	1
2 door cabinets	9095	N/A	1
2 door cabinets	N/A	N/A	2
2 door storage cabinets	N/A	N/A	1
Laminating machine	12535	N/A	1
Small air compressor	N/A	N/A	1
Type writer	14668	N/A	1
Type writer	8331	N/A	1
Book shelf	13477	N/A	1
Kids phone booth	N/A	N/A	1
4 door cabinet	N/A	N/A	1
Large office desk	N/A	N/A	4
Kids Higet chair	6796	N/A	1
2 door cabinets	8154	N/A	1
Fax copier	2664	N/A	1
Desk sharpener	3347	N/A	1
Film projector	N/A	N/A	1
3 hole puncher	12171	N/A	1
White trash can	N/A	N/A	1
Table with wheels 4ft	1118	N/A	1
Kitchen vent hood	N/A	N/A	4
Boxes of kitchen plates	N/A	N/A	6
Large kitchen stove	N/A	N/A	1
cups, glasses, pitchers	N/A	N/A	11

Food thermostat	N/A	N/A	1
Can opener 203	N/A	66103	1
Plates	N/A	N/A	215
Dessert bowls	N/A	N/A	312
Knives	N/A	N/A	94
Mustard cans	N/A	N/A	10
Cereal bowls	N/A	N/A	84
4oz glasses	N/A	N/A	502
6in plates	N/A	N/A	122
Toad Boxes	N/A	N/A	4
Dish trays	N/A	N/A	2
Lunch plates	N/A	N/A	43
32oz Pitchers	N/A	N/A	14
Can openers	N/A	N/A	4
Large spoons	N/A	N/A	4
Spachelas	N/A	N/A	2
Forks	N/A	N/A	36
Silver ware holders	N/A	N/A	10
Mixers	N/A	N/A	3
Kits for the blind	N/A	N/A	10
Potty chairs	N/A	N/A	5
Mulitcolor floor mats	N/A	N/A	4
Changing table mat	N/A	N/A	1
Swing set	N/A	N/A	2
Walkers	N/A	N/A	2
Sponge shape set	N/A	N/A	1
Plastic Balls	N/A	N/A	2
Infant swing	N/A	N/A	1
Car seats	N/A	N/A	4
Sensor Cylinder	N/A	N/A	1
Clear tab dividers box	N/A	N/A	1
Old blue binders	N/A	N/A	8
Comb Binding machine	N/A	N/A	1
Bean bag toss	N/A	N/A	2
Dash catty	N/A	N/A	1
Wheel Chair tray	N/A	N/A	1

Blue stoller	N/A	N/A	1
High chair	N/A	N/A	2
Supine board	N/A	N/A	1
Green swings	N/A	N/A	2
Swing set	N/A	N/A	4
Bulletin board	N/A	N/A	1
Style T Eureka 6155A 3pk	N/A	N/A	19
Dirt Devil D type	N/A	N/A	6
Apa 703768	N/A	N/A	106
Eureka SL	N/A	N/A	42
Nilfisk advance	N/A	N/A	98
Hoover type A	N/A	N/A	24
2 Drawer cabinet	16829	N/A	1
4 Drawer cabinet	2459	N/A	1
Cubby shoes	2431	N/A	1
Book shelves cabinet	7714	N/A	1
Children's sofa	N/A	N/A	5
Teacher's desk	9122	N/A	1
Dissability walker	N/A	N/A	1
Office chair	N/A	N/A	4
Beige metal cubby	7547	N/A	1
Office desk	13227	N/A	1
Children's chair	N/A	N/A	6
Vacuum cleaner Reliavac	16975	N/A	1
Bulletin board	N/A	N/A	1
Easel chalkboard	N/A	N/A	1
Shredder	N/A	N/A	1
Classroom carpets	N/A	N/A	2
Medicine cabinet	5213	N/A	1
Book shelves	N/A	N/A	4
Panasonic radio	N/A	N/A	4
Record player	N/A	N/A	5
Square rod table	2792	N/A	1
Kitchen thermos	N/A	N/A	2
Small plates	N/A	N/A	79
Small glasses	N/A	N/A	502

Large spoons	N/A	N/A	21
Salad scoops	N/A	N/A	7
Plastic pitcher	N/A	N/A	6
True freezer	7756	N/A	1
Cereal bowls	N/A	N/A	36
VCR 4 head	N/A	EWV601a	1
Wall water cooler	N/A	20523356	1
A/C Window Unit	N/A	1096B46570	1
A/C Window Unit	N/A	9602042476	1
Wagner paint sprayer	N/A	N/A	1
A/C Compressor	N/A	5432M049606114	1
A/C Compressor	N/A	301487178	1
A/C Compressor	N/A	301487177	1
3 Compartment sink	16248	N/A	1
Bus Tires	N/A	N/A	23
Large water heater	N/A	RH0507231036	1
Electric range	6462	N/A	1
Two door cabinet	1879	N/A	1
Lawn Mower	N/A	012908M000291	1
Lawn Mower	18111	N/A	1
Pressure washer	N/A	N/A	1
Bush trimer	N/A	N/A	1
Whirlamatic Buffer	N/A	UHS20	1
A/C Compressor	N/A	2101E11090	1
A/C Compressor	N/A	2101E11087	1
A/C Compressor	N/A	1301A56978	1
A/C Compressor	N/A	7002F290504527	1
A/C Compressor	N/A	TM360102771	1
A/C Compressor	N/A	TM360102769	1
3 Compartment sink	16103	N/A	1
Eagle power vacuum	27133	N/A	1
Water Cooler	N/A	1952717053	1
Floor finish	N/A	C46000000958	1
A/C Window Unit	N/A	0402B08232	1
Breaker Box	N/A	N/A	1
Broken up right scale	4101	N/A	1

2 line markers	10124	N/A	1
2 line markers	10123	N/A	1
A/C Window Unit	N/A	2596B63723	1
A/C Compressor	N/A	N/A	1

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
CONTINUATION PAGE

DEPARTMENT NAME	DEPT. NO.	LOCATION
TRANSFER TO: SURPLUS	1601	
TRANSFER FROM: HIDALGO COUNTY HEAD START		

CONTACT INFORMATION:

NAME OSCAR PALACIOS PH: 383-0706 E-MAIL: oscarpalacios.@hchsp.org
FAX NO. 380-4180

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
11	1992 GMC PICK UP (UT 31)	00001028	1GTDC14H6NZ521743	B
12	1994 GMC PICK UP (UT 35)	00001035	1GTDC14H7RE536989	B
13	1995 GMC CARGO VAN (UT 44)	00001032	1GTEG25H1SF520736	B
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

FIXED ASSET DIVISION USE ONLY

FUND NO.		COST	P/U	LOC

JUSTIFICATION FOR TRANSFER: BEYOND REPAIR

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
Contact Person	OSCAR Palacios		9-25-12
Person receiving Item(s)			

FIXED ASSET DIVISION USE ONLY

FROM		TO	
DEPT NO.		DEPT. NO.	
AMOUNT:		AMOUNT	

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial Date

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78 EFFECTIVE DATE: 02/02/09

AI-34523 **Head Start 13. B.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2012

BACKGROUND

Attachment: 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7), Pages 162 and 163

Attachments

Community Representatives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/01/2012 02:17 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Linda Galaviz Started On: 10/01/2012 01:33 PM

Final Approval Date: 10/12/2012

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 17, 2012

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	1
Joel Quintanilla, Precinct 1	Joe Guzman - Resigned	-
Hector "Tito" Palacios, Precinct 2	Silvestre Rodriguez	1
Joe Flores, Precinct 3	Lupe Gonzalez	2
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	1

Your nomination for the 2012-2013 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-34611 **Head Start** **13. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Request Approval of Application and Certificate for Payment No. 2 in the Amount of $80,594.00 Submitted by Alpha Building Corp, Awarded JOC through HCDE-Choice Facility Partners; Pursuant to Action Taken by Commissioners' Court on 07.10.12 for Proposed Roof Repairs of the Palmview III Head Start Center, and as Certified by Project Engineer Hinojosa Engineering, Inc.

BACKGROUND

Policy Council Approval: 10.09.12

Attachments

Payment No. 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 03:39 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Linda Galaviz Started On: 10/04/2012 02:45 PM

Final Approval Date: 10/12/2012

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 9, 2012

SUBJECT: Request Approval of Application and Certificate for Payment No. 2 in the Amount of $80,594.00 submitted by Alpha Building Corp, awarded JOC Through HCDE- Choice Facility Partners; Pursuant to action taken by CC on 7-10-12 for proposed Roof Repairs of the Palmview III Head Start Center, and as certified by project engineer, Hinojosa Engineering, Inc.

RATIONALE/NEED: This is the second and final payment for the roof repair performed by Alpha Building Corporation.

RECOMMENDATION: Administration recommends approval.

COST: Building Repair & Maint: #19-5160-20-10038-505 Project funded by Settlement with Centennial Contractors Enterprises, Inc. approved by Commissioner's Court on 7-10-2012. (AI-33136)

RELATED INFORMATION INCLUDED: Application & Certification for Payment

* * * *

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: 1240009 Hidalgo Cty HSP Roof Repair

APPLICATION NO: 00002
PERIOD TO: 8/31/2012
OWNER NO: 86567

Distribution to:
☐ OWNER

TO OWNER: County of Hidalgo
ATTN: Albert Trevino
1901 W. State Hwy 107
McAllen, TX 78504

FROM CONTRACTOR: Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TX 78550

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$176,683.24
2. Net change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (Line 1 ±2)	$176,683.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$176,683.24
5. RETAINAGE:	
a. 0 % of Completed Work (Columns D + E on G703)	$0.00
b. 0 % of Stored Material (Columns F on G703)	$0.00
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$176,683.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$96,089.24
8. CURRENT PAYMENT DUE	$80,594.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alpha Building Corporation

By: _____ Date: 9-12-12
Gustavo Grajales

State of: Texas
County of: Cameron
Subscribed and sworn to before me this 12 day of September 2012

JESSICA A. HANSEN
Notary Public, State of Texas
My Commission Expires
October 27, 2015

Notary Public: jhansen
My Commission expires: 10/27/15

OWNER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:

By: _____ Date: 9-27-12
~~Albert Trevino~~ Ricardo Hinojosa

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00002
PERIOD TO: 8/31/2012
OWNER NO.: 86567

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
0000010	Mobilization	$500.00	$125.00	$375.00	$0.00	$500.00	100.000	$0.00	$0.00
0000020	General Superintendant	$7,500.00	$2,250.00	$5,250.00	$0.00	$7,500.00	100.000	$0.00	$0.00
0000030	Bond	$4,684.24	$4,684.24	$0.00	$0.00	$4,684.24	100.000	$0.00	$0.00
0000040	Temp Toilets	$600.00	$180.00	$420.00	$0.00	$600.00	100.000	$0.00	$0.00
0000050	Container	$3,000.00	$900.00	$2,100.00	$0.00	$3,000.00	100.000	$0.00	$0.00
0000060	Clean Up	$2,500.00	$1,250.00	$1,250.00	$0.00	$2,500.00	100.000	$0.00	$0.00
0000070	Equipment	$6,500.00	$3,250.00	$3,250.00	$0.00	$6,500.00	100.000	$0.00	$0.00
0000080	Demo Existing Fire Alarm	$950.00	$950.00	$0.00	$0.00	$950.00	100.000	$0.00	$0.00
0000090	Demo Existing Electrical	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00	100.000	$0.00	$0.00
0000100	Demo Interior Sheetrock	$3,500.00	$3,500.00	$0.00	$0.00	$3,500.00	100.000	$0.00	$0.00
0000110	Demo Existing Roof System	$11,500.00	$11,500.00	$0.00	$0.00	$11,500.00	100.000	$0.00	$0.00
0000120	Roof System Materials	$45,000.00	$45,000.00	$0.00	$0.00	$45,000.00	100.000	$0.00	$0.00
0000130	Install Trusses/Bracing/Decking/Soffit/Shingles	$45,000.00	$18,000.00	$27,000.00	$0.00	$45,000.00	100.000	$0.00	$0.00
0000140	Install Interior Ceiling 1X4/insulation/Gypsum E	$18,500.00	$0.00	$18,500.00	$0.00	$18,500.00	100.000	$0.00	$0.00
0000150	Tape, float and paint	$15,139.00	$0.00	$15,139.00	$0.00	$15,139.00	100.000	$0.00	$0.00
0000160	Install Electrical Lighting	$3,500.00	$0.00	$3,500.00	$0.00	$3,500.00	100.000	$0.00	$0.00
0000170	Install Fire Alarm	$810.00	$0.00	$810.00	$0.00	$810.00	100.000	$0.00	$0.00
0000180	Paint Exterior	$1,200.00	$0.00	$1,200.00	$0.00	$1,200.00	100.000	$0.00	$0.00
0000190	Duct Work	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	100.000	$0.00	$0.00
0000200	Plumbing	$300.00	$0.00	$300.00	$0.00	$300.00	100.000	$0.00	$0.00
		$176,683.24	$96,089.24	$80,594.00	$0.00	$176,683.24	100.00%	$0.00	$0.00

AI-34555 **Public Defender's Office 14. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Jaime E. Gonzalez **Submitted By:** Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Requesting approval to reimburse the following Public Defender employees for the purchase of clothing for trials for indigent defendants assigned to our office, with authority for the County Treasurer's Office to issue payment/check after the Auditor's Office processing procedures are completed.

Employee Name	Reimbursement Amount
Francisco Guerrero II	$47.59
Lurin Yvette Pacheco	$24.89

BACKGROUND

Account #2-1100-412-30-085-003-0-605

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-30-085-003-0-605

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

BUDGETARY IMPACT:

Funds available as of 10/12/12, refer to Req #00224139 & #00224141.

Attachments

L. Yvette Pacheco

Francisco Guerrero, II

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 11:13 AM
Sylvia Solis	Sylvia Solis	10/12/2012 11:35 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Patti Loya Started On: 10/03/2012 10:52 AM

Final Approval Date: 10/12/2012

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

Req.# 224141

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **LURIN YVETTE PACHECO**, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
9016177	02/14/2012	$8.65	FALLAS DISCOUNT STORE
00667	02/14/2012	$16.24	WALMART
TOTAL		$24.89	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: Investigator
PERSON MAKING PURCHASE

Before me Lurin Yvette Pacheco, a Notary Public, appeared Patricia Loya and on **h**er oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **H** / **S**he further stated **h** / **s**he requested payment of the same.

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia Loya
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: **DEPARTMENT HEAD**

APPROVAL: **COUNTY AUDITOR**

Cause # = CR.12.970.B
NAME = EVARISTO AGUIRRE
ARRESTED = 1.24.12
P.I.D. = 881642

(1) Shirt 2XL - MALE

(1) Pants 38x32 - MALE

FALLAS DISCOUNT STORES

F fallas paredes P

factory 2-U

Fallas Parede #0234
421 E. University Ave
Edinburg, TX 78539
(956) 380-2155

Date 02/14/2012 Time 12:15 PM

Transaction Number 1023403559712172
Store 234 Register 3
Associate 9016177 Maribel

SALE

Product ID	Description	Total
7302698	POLOIR	2.00 T
8311334	MENSUTILIT	5.99 T

Sales Tax
TEXAS 03 0.66

Total 8.65

Cash 20.00
CHANGE (11.35)

of Units 2

Miss A Week Miss A Deal!

X1023403559712172

Miss A Week Miss A Deal!
******** WWW.FALLASPAREDES.COM ********
EXCHANGES 30 DAYS WITH RECEIPT
**** NO REFUNDS ****

WE VALUE YOUR OPINION!

WE WANT TO KNOW ABOUT YOUR SHOPPING EXPERIENCE TODAY AT WAL-MART.

Please complete a survey about today's store visit at:

http://www.survey.walmart.com

You will need to enter the following online:

ID #: 7DKYT$4NOSN

IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE $1000 WALMART SHOPPING CARDS

Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary to enter or win. To enter without purchase and for complete official rules visit www.entry.survey.walmart.com. Sweepstakes period ends on the date shown in the official rules. Survey must be taken within TWO weeks of today.

Esta encuesta también se encuentra en espanol en la página del Internet

THANK YOU

Walmart

Save money. Live better.

(956) 381 - 6674
MANAGER PATRICIA SANCHEZ
1724 W UNIVERSITY DR
EDINBURG TX 78539

ST# 0429 OP# 00007645 TE# 24 TR# 00667

N SHOES	068113101637	15.00 X
	SUBTOTAL	15.00
TAX 1	8.250 %	1.24
	TOTAL	16.24
	CASH TEND	100.00
	CHANGE DUE	83.76

ITEMS SOLD 1

TC# 4835 3676 1150 5755 7167

Low prices. Every day. On everything.
Backed by our Ad Match Guarantee.
02/14/12 12:39:45

(1) MALE SIZE 11 Shoes

CR. 12. 970. B
EVARISTO AGUIRRE
Arrested: 1-24-12
PID: 881642

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

Req # 224139

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **FRANCISCO GUERRERO II**, do hereby state that the item(s) listed on the invoice(s) named below PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
9018481	09/18/2012	$20.54	FALLAS DISCOUNT STORE
0642-1262-86213	09/18/2012	$27.05	PAYLESS SHOES
TOTAL		$47.59	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: **ASSISTANT PUBLIC DEFENDER**
PERSON MAKING PURCHASE

Before me PATRICIA G. LOYA, a Notary Public, appeared FRANCISCO GUERRERO II and on **h** IS oath deposed and stated that the

(SEAL) PATRICIA G LOYA Notary Public STATE OF TEXAS My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: **DEPARTMENT HEAD**

APPROVAL: **COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

FALLAS
DISCOUNT STORES

fallas paredes

factory 2-U

Fallas Parede #0234
421 E. University Ave
Edinburg, TX 78539
(956) 380-2155

Date 09/18/2012 Time 12:24 PM

Transaction Number 1023403561881263
Store 234 Register 3
Associate 9018481 Joel

SALE

Product ID	Description	Total
9096710	MSOLIDASST	1.99 T
8481269	MSSYDPIQUE	5.99 T
8620304	GRANDUERME	7.00 T
9260506	YMBRAIDBEL	3.99 T

Sales Tax
TEXAS 03 1.57

Total 20.54

Visa 20.54
**********9347
Auth. #: 192765

of Units 4

Miss A Week Miss A Deal!

X1023403561881263

Miss A Week Miss A Deal!
******** WWW.FALLASPAREDES.COM ********
EXCHANGES 30 DAYS WITH RECEIPT
**** NO REFUNDS ****
Thanks for shopping at Fallas Discount Stores! Please visit our other locations.

THANK YOU FOR SHOPPING PAYLESS!
UNIVERSITY PLAZA
405 E UNIVERSITY DR
EDINBURG, TX 78539-3562
Tel: (956) 383-0832

0642-1262-86213 09/18/12
Transaction By: 1234 12:32:51 PM

Purchase
Primary Account

0910461648 HB IVED WW BLK $24.99
(IVED Lot)

SubTotal $24.99
Tax 8.25% $2.06
TOTAL $27.05

Debit $27.05
Card #:
Auth #: 103220

==========

THANK YOU FOR SHOPPING PAYLESS!
PLEASE KEEP YOUR RECEIPT FOR RETU

==========

$$

FOR $2 OFF
YOUR NEXT PURCHASE, CALL 1-877-794-3530
AND GIVE US YOUR OPINION.

ACCESS CODE:0642-1262-86213
ACCESS CODE IS VALID FOR THE NEXT 14 DAYS

COUPON NUMBER:_____
ONLY ONE COUPON PER TRANSACTION

THANKS FOR SHOPPING AT PAYLESS SHOESOURCE!

==========

PARA UNA REBAJA DE $2 EN SU PRÓXIMA
COMPRA, LLAME POR FAVOR 1-877-794-3530
Y DENOS SU OPINIÓN.

LLAME GRATIS DESDE MEXICO
AL 001-800-654-0698

CÓDIGO DE ACCESO:0642-1262-86213
ESTE CÓDIGO DE ACCESO SERÁ VÁLIDO
POR LOS PRÓXIMOS 14 DÍAS

NÚMERO DE CUPÓN:_____
SOLAMENTE UN CUPÓN POR TRANSACCIÓN

GRACIAS POR COMPRAR EN PAYLESS SHOESOURCE!

$$

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AI-34671 **Right of Way 15. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization for County Judge to execute Right of Way Acquisition Statement and Utility Adjustment Certification for the Mile 2 West Bridge replacement TxDot/CSJ #0921-02-147

BACKGROUND

Attachments

ROW Acq Statement & Utility Adj Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:23 AM
Olga Garza	Olga Garza	10/12/2012 03:48 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Rebecca Gomez Started On: 10/10/2012 02:16 PM

Final Approval Date: 10/12/2012

PROJECT: BR 2008 (715)
CSJ: 0921-02-147
HIGHWAY: MILE 2W
COUNTY: Hidalgo
LIMITS: Fr: 0.2 Mi S of FM 1925
To: 0.3 Mi S of FM 1925

RIGHT OF WAY ACQUISITION STATEMENT

THIS IS TO CERTIFY THAT ALL OF THE RIGHT-OF-WAY HAS BEEN ACQUIRED IN ACCORDANCE WITH THE CURRENT FHWA DIRECTIVES COVERING THE ACQUISITION OF REAL PROPERTY, EXCEPT THOSE PARCELS LISTED BELOW WHICH WILL BE ACQUIRED IN ACCORDANCE WITH THE FHWA DIRECTIVES.

PARCEL	OWNER	STATION LIMITS	STATUS	ESTIMATED DATE OF CLEARANCE	EFFECT ON CONSTRUCTION
1	Maria Guadalupe Gomez (deceased) Gloria Standiler (daughter)	STA. 150+58.54 TO STA. 150+78.54 RT	Acquisition negotiations ongoing	February 1, 2013	None

RAMON GARCIA
HIDALGO COUNTY JUDGE

DATE

PROJECT: BR 2008 (715)
CSJ: 0921-02-147
HIGHWAY: MILE 2W
COUNTY: Hidalgo
LIMITS: Fr: 0.2 Mi S of FM 1925
To: 0.3 Mi S of FM 1925

UTILITY ADJUSTMENT CERTIFICATION

THIS IS TO CERTIFY THAT ALL UTILITIES HAVE BEEN ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVES COVERING THE ADJUSTMENT OF UTILITIES, EXCEPT THOSE UTILITIES LISTED BELOW WHICH WILL BE ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVES.

OWNER	UTILITY	COMPENSABLE YES/NO	STATION	STATUS	EST. COMP DATE	EFFECT ON CONSTRUCTION
MVEC	Overhead Power Line	No	STA. 148+22 TO STA. 151+78	Ongoing	January 28, 2013	None
AT&T	Overhead Line	No	STA. 148+22 TO STA. 151+78	Ongoing	January 28, 2013	None
NAWSC	4" Water Line	No	STA. 148+22 TO STA. 151+78	Ongoing	January 28, 2013	None

ALL OF THE UTILITY COMPANIES HAVE BEEN CONTACTED AND IT HAS BEEN DETERMINED THAT THE ABOVE LISTED DATES ARE VALID. THE ADJUSTMENT OF UTILITIES IN ACCORDANCE WITH THE ABOVE DATES WILL NOT IMPEDE OR DELAY THE CONTRACTOR IN CONSTRUCTION OF THIS PROJECT.

_____
RAMON GARCIA
HIDALGO COUNTY JUDGE

_____
DATE

AI-34662 **Precinct #4** **16. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of David Chavana

BACKGROUND

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:14 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Monica Badillo Started On: 10/10/2012 10:54 AM

Final Approval Date: 10/12/2012

RESOLUTION

IN HONOR OF DAVID CHAVANA

WHEREAS, David Chavana, an Edinburg native, has earned the respect of running professionals, colleagues, friends, family members, students, and the Edinburg community for his outstanding dedication as the Director and Co-Founder of the Annual Edinburg All-American City 10K Run/Walk over the last 30 years; and

WHEREAS, Chavana's passion for running began over 36 years ago when he started running to lose weight, he quickly turned the exercise routine into his passion, and since then, he has competed in over 408 races and ran thousands of miles in events held throughout the United States; and

WHEREAS, running has become a lifestyle for Chavana, he uses his weight-loss story and love of running to motivate not only the people he meets, but the students he teaches everyday at Edinburg North High School; and

WHEREAS, last year, Chavana retired as the Director of the Edinburg All-American City 10K Run, he will now continue participating in the race as a runner; and

WHEREAS, Chavana's contribution and dedication to both the community of Edinburg and the sport of running have marked him as a trailblazer among his peers, and while he no longer directs the race he once started, he continues to encourage others to pursue a healthy lifestyle and their dreams, by encouraging them to follow their passion and do what they enjoy.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognized and honors David Chavana for his outstanding service, dedication, and commitment to the City of Edinburg and citizens of Hidalgo County.

Dated this 16th day of October, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-34688 **Precinct #4** **16. B.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Pct 4 Rd Maintenance (1200):
1. Approval of the following personnel actions:

Action	Slot #	Position Title	Budgeted Salary
Delete	0070	Director of Construction	$48,500.00
Create	0075	Safety Coordinator	$48,500.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Fiscal Note
Revised salary schedule
Job Descriptions
pars

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 03:06 PM
Sylvia Solis	Sylvia Solis	10/12/2012 10:56 AM
Rosalinda Cantu	Rosie Cantu	10/12/2012 01:39 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Nereida Garza Started On: 10/10/2012 04:48 PM

Final Approval Date: 10/12/2012

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, October 16, 2012** **Agenda Item:** 34688

Summary of request/proposal:
PCT 4 ROAD MAINTENANCE (1200):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	DIRECTOR OF CONSTRUCTION	0070	113	48,500.00	0.00	(48,500.00)
1200	SAFETY COORDINATOR	0075	113	0.00	48,500.00	48,500.00
						0.00
						0.00
				48,500.00	48,500.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-124-007-0-	113	PCT 4 ROAD MAINT.-	REG F/T EMPLOYEES	$0.00
2-1200-431-00-124-007-0-	211	PCT 4 ROAD MAINT.-	HEALTH INSURANCE	$0.00
2-1200-431-00-124-007-0-	212	PCT 4 ROAD MAINT.-	LIFE INSURANCE	$0.00
2-1200-431-00-124-007-0-	220	PCT 4 ROAD MAINT.-	FICA	$0.00
2-1200-431-00-124-007-0-	230	PCT 4 ROAD MAINT.-	RETIREMENT	$0.00
2-1200-431-00-124-007-0-	250	PCT 4 ROAD MAINT.-	UNEMPLOYMENT COMP	$0.00
2-1200-431-00-124-007-0-	260	PCT 4 ROAD MAINT.-	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$0.00

2013 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-124-007-0

AI - 3468

PCT. 4 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	113	EXECUTIVE ASSISTANT IV	$85,000.00	($8,045.00)	$76,955.00	0	$0.00	$0.00	$76,955.00	$76,955.00	$1,800.00	$0.00	$0.00	$0.00	$0.00
0002	113	FIXED ASSET MANAGER	$48,916.00	($810.00)	$48,106.00	0	$0.00	$0.00	$48,106.00	$48,106.00	$724.38	$0.00	$4,000.00	$0.00	$0.00
0003	113	SP/PROJ COORD	$47,592.00	$0.00	$47,592.00	0	$0.00	$0.00	$47,592.00	$47,592.00	$1,189.87	$0.00	$0.00	$0.00	$0.00
0004	113	ACCOUNTS PAYABLE SPECIALIST III	$42,428.00	$0.00	$42,428.00	0	$0.00	$0.00	$42,428.00	$42,428.00	$1,504.44	$0.00	$2,500.00	$0.00	$0.00
0006	113	CHIEF ADMINISTRATOR	$37,500.00	$0.00	$37,500.00	0	$0.00	$0.00	$37,500.00	$37,500.00	$0.00	$0.00	$0.00	$5,000.00	$0.00
0007	113	HEAVY EQUIPMENT OPERATOR III	$42,588.00	$0.00	$42,588.00	0	$0.00	$0.00	$42,588.00	$42,588.00	$660.00	$0.00	$0.00	$0.00	$0.00
0008	113	HEAVY EQUIPMENT OPERATOR III	$37,659.00	$0.00	$37,659.00	0	$0.00	$0.00	$37,659.00	$37,659.00	$1,080.00	$0.00	$0.00	$0.00	$0.00
0009	113	MECHANIC III	$34,433.00	$0.00	$34,433.00	0	$0.00	$0.00	$34,433.00	$34,433.00	$720.00	$0.00	$0.00	$0.00	$0.00
0010	113	HEAVY EQUIPMENT OPERATOR II	$32,837.00	$0.00	$32,837.00	0	$0.00	$0.00	$32,837.00	$32,837.00	$1,560.00	$0.00	$0.00	$0.00	$0.00
0012	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0	$0.00	$0.00	$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00
0013	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0	$0.00	$0.00	$29,615.00	$29,615.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0	$0.00	$0.00	$29,615.00	$29,615.00	$1,140.00	$0.00	$0.00	$0.00	$0.00
0015	113	CLERK/RECEPTIONIST	$29,242.00	$0.00	$29,242.00	0	$0.00	$0.00	$29,242.00	$29,242.00	$540.00	$0.00	$1,500.00	$0.00	$0.00
0016	113	TRUCK DRIVER II	$28,812.00	$0.00	$28,812.00	0	$0.00	$0.00	$28,812.00	$28,812.00	$360.00	$0.00	$0.00	$0.00	$0.00
0017	113	TRF SA/SPC III	$28,771.00	$0.00	$28,771.00	0	$0.00	$0.00	$28,771.00	$28,771.00	$0.00	$0.00	$0.00	$0.00	$0.00
0018	113	TRUCK DRIVER III	$28,529.00	$0.00	$28,529.00	0	$0.00	$0.00	$28,529.00	$28,529.00	$300.00	$0.00	$0.00	$0.00	$0.00
0019	113	HEAVY EQUIPMENT OPERATOR I	$28,487.00	$0.00	$28,487.00	0	$0.00	$0.00	$28,487.00	$28,487.00	$660.00	$0.00	$0.00	$0.00	$0.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$28,398.00	$0.00	$28,398.00	0	$0.00	$0.00	$28,398.00	$28,398.00	$660.00	$0.00	$0.00	$0.00	$0.00
0021	113	TRUCK DRIVER III	$28,320.00	$0.00	$28,320.00	0	$0.00	$0.00	$28,320.00	$28,320.00	$600.00	$0.00	$0.00	$0.00	$0.00
0022	113	HEAVY EQUIPMENT OPERATOR II	$28,140.00	$0.00	$28,140.00	0	$0.00	$0.00	$28,140.00	$28,140.00	$1,080.00	$0.00	$0.00	$0.00	$0.00
0023	113	HEAVY EQUIPMENT OPERATOR II	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$27,706.00	$660.00	$0.00	$0.00	$0.00	$0.00
0024	113	HEAVY EQUIPMENT OPERATOR II	$30,294.00	$0.00	$30,294.00	0	$0.00	$0.00	$30,294.00	$30,294.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	MAINTENANCE III	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$27,706.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	MECHANIC I	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$27,706.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	TIRE REPAIR	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$27,706.00	$360.00	$0.00	$0.00	$0.00	$0.00
0028	113	HEAVY EQUIPMENT OPERATOR II	$27,413.00	$0.00	$27,413.00	0	$0.00	$0.00	$27,413.00	$27,413.00	$1,200.00	$0.00	$0.00	$0.00	$0.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$25,647.00	$0.00	$25,647.00	0	$0.00	$0.00	$25,647.00	$25,647.00	$540.00	$0.00	$0.00	$0.00	$0.00
0031	113	MAINTENANCE II	$25,556.00	$0.00	$25,556.00	0	$0.00	$0.00	$25,556.00	$25,556.00	$660.00	$0.00	$0.00	$0.00	$0.00
0032	113	HEAVY EQUIPMENT OPERATOR II	$24,829.00	$0.00	$24,829.00	0	$0.00	$0.00	$24,829.00	$24,829.00	$0.00	$0.00	$0.00	$0.00	$0.00
0034	113	HEAVY EQUIPMENT OPERATOR I	$24,829.00	$0.00	$24,829.00	0	$0.00	$0.00	$24,829.00	$24,829.00	$300.00	$0.00	$0.00	$0.00	$0.00
0035	113	HEAVY EQUIPMENT OPERATOR II	$23,808.00	$0.00	$23,808.00	0	$0.00	$0.00	$23,808.00	$23,808.00	$0.00	$0.00	$0.00	$0.00	$0.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$26,308.00	$0.00	$26,308.00	0	$0.00	$0.00	$26,308.00	$26,308.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-124-007-0

AI - 3468

PCT. 4 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0039	113	MAINTENANCE II	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00
0040	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0	$0.00	$0.00	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00
0041	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0	$0.00	$0.00	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00
0042	113	HEAVY EQUIPMENT OPERATOR I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	MAINTENANCE I	$24,845.00	$0.00	$24,845.00	0	$0.00	$0.00	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00
0044	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	HEAVY EQUIPMENT OPERATOR II	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00
0047	113	HEAVY EQUIPMENT OPERATOR II	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	TRF SA/SPC II	$25,741.00	$0.00	$25,741.00	0	$0.00	$0.00	$25,741.00	$25,741.00	$1,020.00	$0.00	$0.00	$0.00	$0.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAINT	$25,741.00	$0.00	$25,741.00	0	$0.00	$0.00	$25,741.00	$25,741.00	$0.00	$0.00	$0.00	$0.00	$0.00
0050	113	CUSTODIAN	$23,030.00	$0.00	$23,030.00	0	$0.00	$0.00	$23,030.00	$21,028.80	$0.00	$0.00	$0.00	$0.00	$0.00
0051	113	HEAVY EQUIPMENT OPERATOR II	$27,329.00	$0.00	$27,329.00	0	$0.00	$0.00	$27,329.00	$27,329.00	$0.00	$0.00	$0.00	$0.00	$0.00
0054	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$900.00	$0.00	$0.00	$0.00	$0.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$960.00	$0.00	$0.00	$0.00	$0.00
0056	113	ACCOUNTS PAYABLE SPECIALIST I	$27,276.00	$0.00	$27,276.00	0	$0.00	$0.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00
0058	113	MECHANIC II	$31,070.00	$0.00	$31,070.00	0	$0.00	$0.00	$31,070.00	$31,070.00	$0.00	$0.00	$0.00	$0.00	$0.00
0059	113	GENERAL OPERATIONS MANAGER	$84,357.00	$0.00	$84,357.00	0	$0.00	$0.00	$84,357.00	$84,357.00	$480.00	$0.00	$0.00	$0.00	$0.00
0060	113	TECHNICIAN III	$36,271.00	$0.00	$36,271.00	0	$0.00	$0.00	$36,271.00	$36,271.00	$0.00	$0.00	$0.00	$0.00	$0.00
0061	113	DIRECTOR OF ROAD AND BRIDGE	$65,000.00	$0.00	$65,000.00	0	$0.00	$0.00	$65,000.00	$65,000.00	$1,320.00	$0.00	$0.00	$0.00	$0.00
0062	113	FIELD OPERATIONS DIRECTOR II	$0.00	$70,277.00	$70,277.00	0	$0.00	$0.00	$70,277.00	$70,277.00	$0.00	$0.00	$0.00	$0.00	$0.00
0063	113	ASSISTANT FIELD OPERATIONS DIREC	$0.00	$65,974.00	$65,974.00	0	$0.00	$0.00	$65,974.00	$65,974.00	$1,680.00	$0.00	$0.00	$0.00	$0.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$58,434.00	$58,434.00	0	$0.00	$0.00	$58,434.00	$58,434.00	$0.00	$0.00	$0.00	$0.00	$0.00
0065	113	HEAVY EQUIPMENT OPERATOR II	$0.00	$31,500.00	$31,500.00	0	$0.00	$0.00	$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00
0066	113	HEAVY EQUIPMENT OPERATOR II	$0.00	$31,500.00	$31,500.00	0	$0.00	$0.00	$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00
0067	113	RIGHT OF WAY AGENT V	$0.00	$64,066.00	$64,066.00	0	$0.00	$0.00	$64,066.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0068	113	RIGHT OF WAY AGENT V	$0.00	$62,475.00	$62,475.00	0	$0.00	$0.00	$62,475.00	$62,475.00	$0.00	$0.00	$0.00	$0.00	$0.00
0069	113	EXEC. ASST. FOR COMMUNITY & INTE	$0.00	$58,888.00	$58,888.00	0	$0.00	$0.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00
		DELETE THE FOLLOWING:													
~~0070~~	~~113~~	~~DIRECTOR OF CONSTRUCTION~~	~~$0.00~~	~~$48,500.00~~	~~$48,500.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$48,500.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0072	113	DIRECTOR OF OPERATIONS	$0.00	$68,825.00	$68,825.00	0	$0.00	$0.00	$68,825.00	$68,825.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	BUDGET ANALYST II	$0.00	$41,120.00	$41,120.00	0	$0.00	$0.00	$41,120.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	CLERK IV	$0.00	$29,458.00	$29,458.00	0	$0.00	$0.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE THE FOLLOWING:													

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1200-431-00-124-007-0

AI - 3468

PCT. 4 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0075	113	SAFETY COORDINATOR	$0.00	$48,500.00	$48,500.00	0	$0.00	$0.00	$48,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$1,715,115.00	$622,162.00	$2,337,277.00		$0.00	$0.00	$2,337,277.00	$2,200,364.80	$24,658.69	$0.00	$8,000.00	$5,000.00	$0.00

Approval to delete and/or create the above highlighted full-time positions.
All personnel actions pending CC approval.

2012 ACTUAL TOTAL COMPENSATION
$78,755.00
$52,830.00
$48,781.87
$46,432.44
$42,500.00
$43,248.00
$38,739.00
$35,153.00
$34,397.00
$29,615.00
$29,615.00
$30,755.00
$31,282.00
$29,172.00
$28,771.00
$28,829.00
$29,147.00
$29,058.00
$28,920.00
$29,220.00
$28,366.00
$30,294.00
$27,706.00
$27,706.00
$28,066.00
$28,613.00
$26,187.00
$26,216.00
$24,829.00
$25,129.00
$23,808.00
$26,308.00
$22,345.00
$22,345.00

2012 ACTUAL TOTAL COMPENSATION
$22,345.00
$24,845.00
$24,845.00
$22,345.00
$24,845.00
$22,345.00
$0.00
$22,345.00
$22,345.00
$26,761.00
$25,741.00
$21,028.80
$21,028.80
$27,329.00
$42,900.00
$28,960.00
$27,276.00
$31,070.00
$84,837.00
$36,271.00
$66,320.00
$70,277.00
$67,654.00
$58,434.00
$31,500.00
$31,500.00
$0.00
$62,475.00
$58,888.00
~~$0.00~~
$68,825.00
$41,120.00
$29,458.00

8

2012 ACTUAL TOTAL COMPENSATION
$0.00
$2,238,023.11

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

SAFETY COORDINATOR

SUMMARY:
Under the direction of County Commissioner, communicates the requirements of an effective safety and loss control function to all levels of management and employees by developing policies, procedures and training programs and maintain a safe, accident-free and healthy work environment for employees. Monitors all aspects of liability, makes recommendations for the reduction of exposure to all areas.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Composes and types standardized and/or non-standardized correspondence and other document and materials using word processing software.
- Uses spreadsheet and/or database software to input, analyze and retrieve information.
- Establishes and maintains moderately complex records and filing systems and uses them to prepare statistical, financial activity, and related reports concerning loss control issues.
- Conducts research, as needed, to respond to routine and non-routine questions about the risk management, safety management, and emergency management programs.
- Ability to maintain confidentiality of information.
- Ability to coordinate requests from doctors, physical therapists and insurance carrier, and able to get processed in a timely manner.
- Provide information and assistance to employees regarding all aspects of the Hidalgo County workers compensation programs.
- Tracks each injury and notifies appropriate agencies of lost time for benefits payments and maintains workers compensation files.
- Prepares necessary forms for employees and supervisors to report injuries; distributes same.
- Attends all Master Safety Meetings.
- Investigates work sites, makes recommendations for safety issues.
- May coordinate with staff for replacement and repair of traffic signs.
- Investigates traffic and other accidents/emergencies in the Precinct in order to monitor possible liability on part of county, as well as information source for Commissioner.
- Reads and understands emergency plans, including evaluation, hurricane, flood and tornado plans.
- Ability to coordinate staff in emergency situation.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. This requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED);
- Technical trainings, such as OSHA and/or other safety organization preferred.
- Minimum of two (2) years active participation in a safety program as a leader or manager; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to speak effectively before groups of customers or employees of organizations.
- Ability to apply common sense understanding to carry out instructions.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

Delete

DIRECTOR OF CONSTRUCTION

GENERAL DESCRIPTION

Under the supervision of the County Commissioner or other designated supervisor, the Director of Construction is responsible for overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects.

The position of the Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED

Schedules, establishes work priorities, and coordinating drainage maintenance and construction projects

Directs through subordinate supervisors, such activities constructing, repairing, and/or replacing storm and water drainage systems

Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems

Reviews plans and specifications relating to storm sewer, ditch and retention/detention pond maintenance, construction and/or their reconstruction to determine manpower requirements, and cost of equipment and personnel needed to construct and/or maintain projects

Estimates costs and recommends modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations

Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems

Inspects drainage construction projects in progress to ensure compliance with plans and specifications

Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities

Oversees the clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years of experience in the planning, design, and maintenance of the drainage systems. A Bachelors degree from an accredited college or university in construction management or related field. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects

Ability to effectively supervise the work of others, establish and maintain effective work relationships with other supervisor staff, employees, outside agencies, and the general public

Skill in designing water, sanitary sewer, and drainage improvement projects

Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or the other government agencies

Registration, Certification, or Licensure

Employee must have a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's Insurance Carrier

PHYSICAL DEMANDS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places

Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50lbs

Sitting for extended periods of time

Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects

Required to follow all County and Precinct safety policies and procedures

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2012
Human Resources

DEPARTMENT NAME/NUMBER: Pct. 4 (124-007) DATE: 10/10/12

CURRENT POSITION TITLES: Director of Construction CURRENT SLOT. #: 0070

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Positions ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete

POSITION SALARY REQUEST:

1	$48,500.00	$0.00	($48,500.00)
NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other No Budget Impact

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[X]
Non-Exempt	[X]	Non-Exempt	[ ]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Current position is no longer needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios RAB DEPARTMENT HEAD	10/10/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela A. Cortez hg HUMAN RESOURCES DIRECTOR	10.12.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	10/11/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2012
Human Resources

DEPARTMENT NAME/NUMBER: Pct. 4 (124-007)

DATE: 10/10/12

CURRENT POSITION TITLES:

CURRENT SLOT. #: 0075

REQUESTED POSITION TITLE: Safety Coordinator

REQUEST FOR:

☐ New Positions ☐ Temporary Position ☐ Position Reclassification* ☒ Other Create

POSITION SALARY REQUEST:

1	$0.00	$48,500.00	$48,500.00
NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)	NET CHANGE

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other No Budget Impact

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position is required in order to monitor and apply all mandated safety regulations at Precinct 4 sites to include, Administration Office, Edinburg Recovery Site, Linn-San Manuel Recovery Site, Davis & Terrry Rds Brush Site, SCCRC, J.R. "Milo" Ponce Memorial Park and all daily project sites.

NEW POSITION: Brief job description and attach a copy of the new job description.

See Attached

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios MAYS DEPARTMENT HEAD	10/10/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez Mg HUMAN RESOURCES DIRECTOR	10.11.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/11/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-34726 **Budget and Management 17. A.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Presentation on Classification and Compensation Pay Plan Committee Recommendations.

2. Discussion and action on the following:
a. Approval of implementation of Phase III departments
b. Approval of Committee Recommendations and implementation of Committee recommendations, or
c. Suspension of Classification and Compensation Pay Plan on existing CCP Departments/Offices.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2012 08:51 AM
Erika Zamora	Erika Zamora	10/12/2012 10:14 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Angela Garcia Started On: 10/12/2012 08:45 AM

Final Approval Date: 10/12/2012

AI-34583 **Purchasing Department 18. A. 3.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** John Trevino, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval to declare the items listed in Exhibit"A"(office furniture and equipment) attached herein as Surplus for the purpose of sale through auction (scheduled for 11/07/2012) in accordance with Texas Local Government Code 263.152(a) (1) and in the event "no bids" received;

b. Pursuant to Texas Local Government Code, 263.152(a)(3) Commissioners Court proceed to:...order any of the property to be destroyed or otherwise disposed of as worthless inasmuch as the sale of said items CC undertook to sell (under Subdivision (1) at auction 11/07/2012 resulted in no bids received.

BACKGROUND

An inventory was conducted at the auctioneer's premises and found several that were declared surplus to be broken, weathered and /or obsolete. The assets have no value to the County due to their condition.

Attachments

list

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 04:29 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: John Trevino Started On: 10/03/2012 04:17 PM

Final Approval Date: 10/12/2012

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
November 07, 2012

Qty	Asset No	Auction Preparations Asset Description	Serial No
1	18034	GE Electric 36" Stove W/Hood	N/A
1	29797	Tahoe Water Dispenser	1952715012
1	12-0532	Gray Warming Food Tray	N/A
1	12-0533	Gray Warming Food Tray	N/A
1	12-0534	Gray Warming Food Tray	N/A
1	27417	Sharp SF7855 Fax	366100465
1	12-0413	Emerson TV	T23886552
1	12-0396	Emerson TV	T04839545
1	12-0471	Sharp Fax UX115	57157032
1	12-0126	Brother Fax 4750	US6460B2J996500
1	12-0371	Keyboards (Qty 27)	N/A
1	12-0127	Panasonic Fax KX-FE200	8BAFB344399
1	12-0089	NEC Model DTP 1-2	BG02776907
1	12-0078	NEC Model DTR 1-1	172D
1	12-0091	Mouse (Qty 10)	N/A
1	12-0092	Charger	N/A
1	12-0088	NEC Phone	174D
1	12-0094	NEC Model DTP 1-2	BG02825931
1	12-0087	Phone - Handsets (Qty 6)	N/A
1	12-0083	Paymaster	3068GS
1	12-0090	NEC Phone	106D
1	12-0079	Casio Calculator	N/A
1	12-0082	Paymaster	8U30061
1	12-0073(?)	Motorola Charger	N/A

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
November 07, 2012

Qty	Asset No	Auction Preparations Asset Description	Serial No
1	033037	Norstar Phone	N/A
1	H2801	Norstar Phone	N/A
1	H1930	Norstar Phone	N/A
1	H2715	Norstar Phone	N/A
1	H1432	Norstar Phone	N/A
1	034785	Norstar Phone	N/A
1	040631	Norstar Phone	N/A
1	H2807	Norstar Phone	N/A
1	T212	Norstar Phone	N/A
1	037660	Norstar Phone	N/A
1	032137	Norstar Phone	N/A
1	037655	Norstar Phone	N/A
1	037657	Norstar Phone	N/A
1	037661	Norstar Phone	N/A
1	037656	Norstar Phone	N/A
1	H2101	Norstar Phone	N/A
1	H2290	Norstar Phone	N/A
1	037653	Norstar Phone	N/A
1	037662	Norstar Phone	N/A
1	12-0426	Motorola Chargers	N/A
1	040359	HP Computer	W2505KN8203805
1	041054	Clone Computer (GMAX)	N/A
1	44213	HP Printer 4250N	CNDXH01408
1	11-0868	Box of Misc Items (Liquid Paper & Headset)	N/A
1	12-0086	Honeywell Security Monitor	CL040000241
1	02404 (?)	DTK Computer	93209803T

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
November 07, 2012

Qty	Asset No	Auction Preparations Asset Description	Serial No
1	12-0472	Magnovox VHS/DVD Player	D43870713
1	12-0368	Pro-UPS 500	527B201LSMY09K
1	12-0084	APC Back up Pack	AB0230340351
1	12-0085	APC Back up Pack	JB0415022872
1	028683	Koala Bear Care Diaper Changer	N/A
1	H2080	Norstar Phone	N/A
1	12-0473	Buddy Boxes Lock Boxes (Qty 16)	N/A
1	11-0701	Tullhill Gas Pump	NFBW/6665144
1	027796	Vectec Sprayer W/Blue mount & Gas can	10205
1	033338	Norstar Phone	N/A
1	12-0474	John Deere Lawnmower 145X Commercial	9-11M110957
1	11-0771	Weedeater (Green & Black)	N/A
1	TexAgri 14559	Filing Cabinet 5 Drawer (Letter size - Grey)	N/A
1	12-0480	Locker - 2 Door (Beige)	N/A
1	12-0475	Cabinet - Hon 2 Door (Gray)	N/A
1	026437	Cabinet - 2 Shelf Metal (Gray)	N/A
1	HIDTA	Heavy Duty Freezer - Kenmore	WB02639828
1	026990	Desk - Gray	N/A
1	024534	Workstation - Gray (Plastic)	N/A
1	028008	Desk - Gray (Metal)	N/A

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
November 07, 2012

Qty	Asset No	Auction Preparations Asset Description	Serial No
1	026820	Desk - Gray (Metal)	N/A
1	026691	Desk - Gray (Metal)	N/A
1	42273	Hubbart Generator	
1	AD12922	Ice Machine (Part)	N/A
1	AA001444	Briggs & Stratton Motor	N/A
1	AA001411	Vitek Camera	02110620075
1	AA001413	Vitek Camera	02110620045
1	12-0477	Vitek Camera	02605030019
1	AA001196	Burley Camera	911919
1	AA001410	JVC Camera	08531556
1	AA001199	Burley Camera	911904
1	AA001204	Burley Camera	911933
1	AA001203	Burley Camera	911953
1	12-0478	Star 42400E	0401059
1	AA000347	Magnavox Camera	N/A
1	023999	Desk - Brown Wood	N/A
1	028013	Desk - Gray	N/A
1	11-0945	Keyboard Desk Attachment	N/A
1	12-0476	Workstation - Computer (Brown)	N/A
1	014361	Filing Cabinet - Oxford (Black)	N/A
1	12-0530	16" Oscillating Standing Fan	N/A
1	12-0529	16" Oscillating Standing Fan (Wintaire)	N/A

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
November 07, 2012

Qty	Asset No	Auction Preparations Asset Description	Serial No
1	12-0478	Tables - Round Plastic (White Qty 2) 11-0905 Prev Tag	N/A
1	12-0527	Planters - Gold (Qty 2)	N/A
1	12-0528	Lamp - Floral (Beige)	N/A
1	12-0531	Chairs - Wooden Kids (Qty 2)	N/A
1	016146	Filing Cabinet - 2 Drawer (Black)	
1	015160	Filing Cabinet - Cole 2 Drawer (Black)	
1	012237	Filing Cabinet - Hon 2 Drawer (Gray)	
1	007200	Filing Cabinet - Hon 2 Drawer (Gray)	(Also # 12-0609 was assigned to it)
1	008591	Cabinet - USAF 2 Door (Gray)	
1	015051	Filing Cabinet - Hon 5 Drawer (Gray)	
1	12-0468	Desk W/Return - Hon Metal (Black/Brown)	
1	011435	Desk W/Return - Wood (Brown)	
1	041768 / 1810	RCA Projector (film)	
1	H2829	Work station - Rolling (Brown)	
1	H2984 / H1270	Work station - Rolling (Brown)	
1	12-0462	Desk W/Return - Brown	
1	12-0469	Shelf - Gray Metal (5 Levels)	
1	12-0470	Shelf - Gray Metal (5 Levels)	
1	12-0610	Chairs - Folding Metal Brown (Qty 6)	

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
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Qty	Asset No	Auction Preparations Asset Description	Serial No
1	15051	5- DRAWER FILLING CABINET	
1	ME001181	BLACK HIGH OFFICE CHAIR	
1	12-1059	LAW BOOKS	
1	AA001468	CANON COPIER	
1	21850	ELECTRIONIC TYPEWRITER	
1	33148	1999 FORD F-150	1FTZF1725XKA63127
1	11-0912	SONY MAVICA CAMERA	1603754
1	28535	POLOROID CAMERA	
1	29663	SONY MAVICA CAMERA	1469054
1	37801	OVERHEAD M3 2000	1079198
1	11-0910	HP FCLSD-0504 CAMERA	CN5A615DHZ
1	11-0911	HP FCLSD-0504 CAMERA	
1	12-0563	PRICETON MONITOR	12520577254
1	12-0560	CTX MONITOR	6373403413
	37573	CREATIVE TOWER	2K2-8764459
	12-0566	CTX MONITOR	1B316373407756
	12-0559	DELL MONITOR	84779-CAGB-78
	12-0561	COMPU ADD	A3WC301978
	12-0562	DELL MONITOR	90627SOPLA66
	AD-119-3	POLAROID FILM (11)	

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
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Qty	Asset No	Auction Preparations Asset Description	Serial No
	40673	COMPAQ LAPTOP	9X23KQFZ903M
	40672	COMPAQ LAPTOP	9X23KQFZ70SA
	12-0546	SHARP CAL	3D077237
	41881	AMPTRON G17FP LCD MON	123AJA037214
	12-0541 22683	SHARP CAL	0D038443
	12-0540	LATHEM BLACK TIME CLOCK	331149
	40671	NEC MONITOR LCD 1855	2X00766KA
	12-0543	HP PRINTER DESKJET 692C	SG77A1F183
	11-0039	DIRECT	B10AE7MP210866
	384440	DELL MONITOR	MX-03K648-46634275-10G8
	12-0514	UPS TRIP	9236ATOBC460700896
	11-0373	SHARP CAL	6D0096OX
	12-0731	SBC CLONE COMPUTER	2075ZF1111028
	41703	ALLENAR AX 191 MON	24E23400452
	42711	MU;TIWAVE COMPUTER	54217
	11-0010	BLACK BRIEFCASE	
	42738	HP COMPUTER DC500	MXL4400D8N
	37992	NORSTAR PHONE MODULAR	NNTMO4OCCL102
	38939	NORTHERN TELECOM	NNT84565B91A
	52855	DELL MONITOR	CNOG8432-6418057P-42RL
	12-0732	DELL OPTIPLEX 260 COM	24ZGV11
	11-0040	MONITOR STAND	
	42792	ACER MONITOR AL 1714	ETL 180903144202615PQ12
	24156	PANASONIC RECORDER	PBVA02419
	32231	CANON CAMERA	6301667

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
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Qty	Asset No	Auction Preparations Asset Description	Serial No
	27728	CANON LENSE 75M ULTRASONIC	
	42799	ACER MONITOR AL 1714	ETL180903144202625PQ12
	ME-001603	CAPTURE VCR	M1010150
	AD-093-69	HEATER	X2101052143
	31335	JVC CAMERA FILM	15140584
	12-0733	DELL MONITOR	CN-0FK956-7161A-73HBQ63
	11-1254	HP DESKJET 940C	MX7D6F1ZN
	ME-001505	LORAX DIGITAL VIDEO RECORDER	A0107110288
	38569	DELL MONITOR	MX-08G152076052A-AOLH
	12-0564	HP DESKJET 600	CN5B61R0407
	32229	CANON REBEL	6205240
	12-0568	3 COM SUPERSTACK	0102/7WSB/88352
	34248	CANON REBEL	3105076
	12-0734	MAGNAVOX 15" LCD TV	SNAU00054100566
	12-0735	MAGNAVOX 15" LCD TV	SNAU0005410080875
	49958	ECHO WEED EATER	S75072005470
	51546	PRUNER PPT 265	E09412001675
	51544	PRUNER PPT 265	E09412002073
	51545	PRUNER PPT 265	E09412002092
	49432	PRUNER PPT 265	E08411013393
	53725	PRUNER PPT 265	E09912011595
	47977	1979 HYSTER TANDEM ROLLER	C89C5014Z
	31408	1993 HYPAC C530A PNEWMATIC	A091C4204P
	12-0840	SPEEDIRE DAYTON 1VN93	1.0072E+11
	49124	VANGUARD 3: WATER PUMP	--

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
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Qty	Asset No	Auction Preparations Asset Description	Serial No
	40927	SCUBTTEC	339056227
	40086	MINATEMAN 200X	WMC20001QP0956
	40087	MINATEMAN 200X	WMC20001QP0950
	12-0728	MINUTEMAN CHARGER 24V	420202766
	12-0537	VULCAN CANVI OVENS	481396554CAA
	12-0538	VULCAN CANVI OVENS	364DSEFBBD
	12-0536	VULCAN STOVE GAS	
	12-0718	HONEWELL MONITOR	
	12-0727	SECA SCALE	
	12-0742	GREY ROLLING CHAIR	
	12-0743	BIG STEW POT	
	12-0744	RED WOOD CHAIRS	
	12-0729	BLACK LEATHER ROLLING CHAIR	
	12-0745	JVC SECURITY CAMERA	15634111
	12-0746	JVC SECURITY CAMERA	13141659
	12-0747	JVC SECURITY CAMERA	13141658
	12-0535	HOSHIZAKI ICE MAKER	KM-1600SRH3
	12-0748	TV REMOTES (72)	
	12-0749	BROWN WOOD ROLLING CHAIR	
	12-0730	BLACK LEATHER ROLLING CHAIR	
	12-0750	MAROON WITH GREY ROLLING CHAIR	
	12-0741	MAROON WOOD CHAIR	
	12-0738	MAROON LEATHER CHAIR	

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0740	MAROON WOOD CHAIR (2)	
	12-0739	BLUE ROLLING CHAIR	
	12-0737	BURGNDY LEATHER CHAIRS (2)	
	12-0719	DYNEX 19" TV	21ALE19MS74BH007860-B
	12-0720	EMERSON TV	T31863735
	12-0715	EMERSON TV	T31863445
	12-0724	DYNEX 19" TV	ALKAAJA015705
	12-0722	EMERSON TV	T31863381
	12-0628	EMERSON TV	T31863411
	12-0721	EMERSON TV	T20863923
	12-0629	EMERSON TV	T32872530
	12-0725	EMERSON TV	T31863380
	12-0627	EMERSON TV	T34893557
	12-0726	EMERSON TV	T23884257
	12-0622	EMERSON TV	T31863422
	12-0626	EMERSON TV	T36824784
	12-0723	EMERSON TV	T31863442
	12-0714	EMERSON TV	T34882757
	12-0625	EMERSON TV	T31863439
	12-0716	EMERSON TV	T31863450
	12-0171	EMERSON TV	T35813679
	12-0623	EMERSON TV	T32864839
	12-0616	EMERSON TV	T25897550
	12-0617	EMERSON TV	T31863457

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0611	EMERSON TV	T14816816
	12-0612	EMERSON TV	T31863425
	12-0615	EMERSON TV	T45892156
	12-0619	EMERSON TV	T33882538
	12-0614	EMERSON TV	T14815031
	12-0539	EMERSON TV	T23886177
	12-0620	EMERSON TV	T31863415
	12-0618	EMERSON TV	847657
	12-0624	EMERSON TV	T33882530
	12-0613	EMERSON TV	T30847707
	12-0621	EMERSON TV	T36824143
		2005 KENWORTH TRACTOR	1XKADB9XX5J097816
		2004 COMBINATION REEFER TRAILER	1UYVS25384U125150
		2009 CHEVROLET COBALT	1G1AT58H697122992
		2012 UTILITY TRAILER	1UYVS253XCP335648
		2005 VOLVO TRACTOR	4V4NC9TG25N390964
	12-0988	LCD MONITOR 17"	CNP529K1L5
	41563	FLAT SCREEN 17"	36161184GA
	41584	FLAT SCREEN 17"	36160275GA
	12-0922	17" MONITOR	PSX052703520
	12-0929	17" MONITOR	PSX052703550

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0991	17" MONITOR	PSX061114835
	12-0982	17" MONITOR	PSX061114816
	12-0981	17" MONITOR	3CQ8301JB1
	12-0980	17" MONITOR	PSX061534585
	41581	FLAT SCREEN 17"	36165364GA
	12-0928	17" MONITOR	PSX052702974
	12-0803	DELL LCD MONITOR	MX08G152476051B8A5RP
	12-0805	BOX OF MISC SOFTWARE	
	12-0804	WOOD WAITING CHAIR	
	12-0874	BLACK HIGH BACK OFFICE CHAIR	
	50956	FAT PIPE CONTROL DATA FLO NETWORK	FWRPS2001102875
	34343	DELL WEBSERVER	CNHM1
	33061	DELL WEBSERVER	HZT3L
	43313	DELL WEBSERVER	CTF2871
	43315	DELL WEBSERVER	FTF2871
	48166	NEXPOSE RACK MOUNT	NXAPPLIANCE
	48167	NEXPOSE LICENSE	NXDISLIC
	48168	NEXPOSE MANGEMENT SYSTEM	
	40502	NET SPECTIV WEB FILTER	T16112TA259
	43508	HP TABLET PC	KRD41200R3
	46485	DELL OPTIPLEX GX270	86WNV31

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	42849	DELL OPTIPLEX GX280	90Z1361
	37383	DELL OPTIPLEX GX400	2X2HY01
	43729	DELL OPTIPLEX GX270	FDZQN41
	51865	DELL OPTIPLEX SX 280	20SD971
	42849	DELL OPTIPLEX GX 280	91Z1361
	43313	3.0 GHZ/IMB CACHE, XEON, 800MHZ	DTF2871
	43448	WS-C3550-24PWR-SMI-24-10/100 INLINE	CAT0819X0PB
	43449	WS-C3550-24PWR-SMI-24-10/100 INLINE	CAT0924Z22L
	41362	PLANAR MONITOR	23Y23000072
	31072	SWB-STARTALK FLASH 2-PORT 1.3	NNTM0409AX3M
	52515	APC SYMMERTRA LX BATT MOD	QD1033150309
	49534	SPECTOR CNE 6.0 SOFTWARE	B9T6KF1
	45311	DELL-XEON. 800MHZ -SYTEM	H86XJ91
	45312	DELL-XEON. 800MHZ -SYTEM	996XJ91
	45240	DELL -XEON 3.2 GHZ-INTRANET SERVICE	D30Y091
	42753	679365- HP PROLIANT DL140 W/512 MB	MOOSMF623F
	45241	DELL POWER VAULT 220S SCSI STORAGE	47ZL091
	51865	DELL OPTIPLEX SX 280	20SD971
	47610	CS-MARS 100E 3RU-300EP8, 750 GB	JAB1137040C
	34510	INTEL EXPRESS SWITCH 510T	4PZ10A00451
	41361	HP COMPAQ D220	MXD33404C3&00000061
	45265	DNXP-CNTRLR DATA NAS	

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	31949	IBM RS6000-F50	IJMS
	42842	EXCEL MERIDIAN DATA	ITT40823
	48166	NEXPOSE UNTER. MGT SYST.	NXNSC
	34343	DELL POWEREDGE 2300 BASE	
	12-0839	BOX OF MISC CABLES	
	12-0871	BOX OF MISC CABLES	
	12-0808	DELL MONITOR	CN-041P121-47804-373BCLZ
	12-0813	DELL MONITOR	MX-0M1609-46634-439-17AU
	12-0806	DELL MONITOR	CN-04P121-47804-34U-C1AW
	12-0872	PD-07FA MONITOR	SSCB2202619
	12-0807	DELL MONITOR	CN-04P121-47804-388-C64Q
	12-0833	E772P MONITOR	04P121-47804-365-L20T
	12-0809	150B3 MONITOR	75838389
	12-0837	1702FP DELL MONITOR	MX-08G152-47605-1A5-A5ZB
	12-0834	DELL MONITOR	CN-0Y9833-71618-691-AGS2
	12-0836	DELL MONITOR	CN-0K5516-71618-52R-AEQ5
	12-0831	DELL MONITOR	CN-0K5516-71618-4AV-AC5F
	12-0832	LCD MONITOR	1123AJA036978
	12-0830	DELL MONITOR	MX-08G152-47605-IC4-AX5Y
	12-0873	VP140 MONITOR	VLCDS21561-3/901004610497
	12-0835	DELLMONITOR	MX-0419TG4780119RC4BNX
	25379	TEAL SECRETARIAL CHAIR	
	12-0810	BLUE SECRETARIAL CHAIR	

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0811	BLUE SECRETARIAL CHAIR	
	12-0812	BLUE SECRETARIAL CHAIR	
	12-0813	BLUE SECRETARIAL CHAIR	
	12-0815	PINK SECRETARIAL CHAIR	
	12-0816	BEIGH 2- DRAWER FILE CABINET	
	12-0817	HEALTH O METER ADULT SCALE	
	12-0818	HEALTH O METER ADULT SCALE	
	12-0829	8-TIRES 245/75/16	
	27468	GREY DOUBLE PEDESTAL DESK	
	12-0789	BROWN SINGLE PEDESTAL DESK	
	12-0826	HON 4 DRAWER FILE CABINET GRAY	
	12-0823	STAPLES SHREDDER	
	12-0824	STAPLES SHREDDER	
	21517	SHARP PA-3100II TYPEWRITER	
	21355	SHARP PA-3100II TYPEWRITER	
	12-0790	SYLVANIA 20" TV/DVD	V19734692
	12-0788	SYLVANIA 20" TV/DVD	V19734715
	21536	BEIGE TV CART	
	32217	GREY DOUBLE PEDESTAL DESK	
	12-0791	TRUCK DOLLEY RED	
	26159	TRUCK DOLLEY	
	12-0825	3-16" FANS	
	12-0793	6- GREY STACKABLE CHAIRS	
	12-0821	8- FIRST AID KIT BOXES	

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0802	5-TV MOUNTS	
	12-0801	2-TV CARTS PLASTIC	
	12-0799	GREY TV STAND	
	32613	BLUE PLAY BOX	
	25478	GREY PLASTIC DESK	
	12-0794	HEALTH O METER DIG INFANT SCALE	281548
	21531	TV CART	
	12-0792	DE LONG HI HEATHER	
	12-0822	APEX 27" TV	128C35V29040210
	32652	PANASONIC TV/VCR	H8AA13705
	12-0820	HP 1040 FAX MACHINE	CN92RCNF7J
	12-0819	HP 1040 FAX MACHINE	CN92RCNF81
	12-0800	PANASONIC 27" TV	MB32790998
	12-0796	NEON SIGN	
	12-0786	GREY WORK TABLE	
	27631	GUEST CHAIR	
	14725	HEALTH O METER ADULT SCALE	
	12-0787	SYLVANIA 27"TV/VCR/DVD/COMBO	V23525310
	12-0827	SYLVANIA 20"TV/DVD/COMBO	V19734693
	12-0797	SYLVANIA 20"TV/VCR/DVD/COMBO	T07713438
	12-0795	PHILIPS 25" TV	27217961
	12-0828	KENMORE ELECTRIC STOVE	
	37509	DELL INSPIRION LAPTOP	00029-066-535-872
	12-0755	GREEN POLAROID CAMERA	

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0761	LEGAL BLACK TRAY	
	12-0762	BLACK MUTUAL 20-3 HOLE PUNCHER	
	12-0759	AT&T DIGITAL ANSWERING MACHINE	
	12-0760	AT&T DIGITAL ANSWERING MACHINE	
	12-0756	VICTOR 1210 CALCULATOR	
	12-0757	PLANTRONICS WIRELESS OFFICE HEADSET	
	12-0758	PLANTRONICS WIRELESS OFFICE HEADSET	
	12-0763	LOGICTECH WIRELESS KEYBOARD & MOUSE	SNCT22818
	12-0754	PAIR OF KENWOOD WALKIE- TALKIES	
	12-0764	DELL KEYBOARD & MOUSE	PIDLZ642B8015G
	12-0765	LEGAL SIZE WIRE BASKET	
	12-0784	OAK WOOD JURY TABLE	
	12-0766	DAL-LITE PROJECTION	
	12-0767	QUARTET PROJECTION SCREEN	
	12-0768	PAPER TRIPOD	
	12-0772	BLUE OFFICE CHAIR (2)	
	12-0773	BLUE OFFICE CHAIR (2)	
	12-0774	OFFICE 1 STACK OF STORAGE	
	12-0775	OFFICE 1 BRIDGE	
	12-0776	OFFICE 1 RETURN DESK	
	12-0777	OFFICE 1 CENTER KEYBOARD	
	12-0778	OFFICE 1 BRIDGE ASST COORD	
	12-0779	OFFICE 1 RETURN DESK ASST COORD	
	12-0780	OFFICE 1 STACK OF STORAGE	

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0930	17" MONITOR	PSX052703552
	12-0937	17" MONITOR	3CQ8301JBX
	12-0983	17" MONITOR	CNC832QBMN
	12-0984	17" MONITOR	PSX052703525
	12-0985	17" MONITOR	CNC832QBMQ
	12-0986	17" MONITOR	3CQ8301JBZ
	12-0987	17" MONITOR	CNC832QBMX
	12-0971	17" MONITOR	PSX061114836
	12-0972	17" MONITOR	PSX052702116
	12-0973	HP L1710 17" LCD DISPLAY	SCNC807QRF7
	12-0938	HP L1710 17" LCD DISPLAY	SCNC807QRFZ
	12-0937	17" MONITOR	PSX06114834
	12-0976	17" MONITOR	PSX061534112
	12-0977	17" MONITOR	PSX052703536
	12-0974	17" MONITOR	3CQ8301J9Z
	12-0975	17" MONITOR	CNC832QBN3
	12-0936	17" MONITOR	3CQ8301JBR
	12-0968	17" MONITOR	CNC832QCL7
	12-0932	17" MONITOR	CNC832QCLM
	12-0963	17" MONITOR	PSX061114838
	41561	FLAT SCREEN 17"	36165310GA
	12-0927	HP L1710 17" LCD DISPLAY	SCNC807QRG7
	12-0966	17" MONITOR	PSX052702072

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0965	17" MONITOR	PSX052703410
	12-0964	17" MONITOR	PSX061114763
	12-0967	FLAT SCREEN 17"	PSX052703260
	12-0923	17" MONITOR	CNC807QRFS
	12-0926	17" MONITOR	CNC832QCLH
	12-0970	17" MONITOR	PSX052704031
	12-0940	FLAT SCREEN 17"	PSX052703416
	41555	FLAT SCREEN 17"	36165370GA
	12-0946	17" MONITOR	PSX052703513
	12-0969	17" MONITOR	CNC803S170
	41554	FLAT SCREEN 17"	36165329GA
	12-0948	17" MONITOR	PSX061534587
	12-0931	17" MONITOR	3CQ8301J7Z
	12-0945	17" MONITOR	3CQ8301JBN
	12-0939	17" MONITOR	CNC832QCL9
	41590	FLAT SCREEN 17"	34156346GA
	12-0949	FLAT SCREEN 17"	PSX061115052
	41587	FLAT SCREEN 17"	36160277GA
	12-0947	17" MONITOR	PSX06113918
	12-0921	17" MONITOR	54148311NA
	12-0918	FLAT SCREEN 17"	PSX061114709
	12-0950	HP L1710 17" LCD DISPLAY	SCN807QRFK
	41579	FLAT SCREEN 17"	37166351GA
	12-0919	17" MONITOR	CNC832QBN2

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0958	FLAT SCREEN 17"	PSX061533615
	41598	17" LCD MONITOR	36162556GA
	41562	FLAT SCREEN 17"	34157049GA
	12-0941	17" MONITOR	Q85072567616
	12-0942	17" MONITOR	3CQ8301JBL
	12-0960	17" MONITOR	PSX052703433
	12-0978	FLAT SCREEN 17"	PSX061114667
	12-0989	17" LCD MONITOR	CNP529K1LF
	12-0959	17" MONITOR	PSX061534194
	41596	FLAT SCREEN 17"	36156369GA
	12-0957	FLAT SCREEN 17"	PSX052703133
	12-0961	HP L1710 17" LCD DISPLAY	CNC803S13F
	12-0956	HP L1710 17" LCD DISPLAY	SCNC807QRF0
	12-0943	17" MONITOR	PSX061114829
	12-0924	FLAT SCREEN 17"	PSX061114076
	41586	17" LCD MONITOR	36160283GA
	12-0944	17" MONITOR	PSX052703518
	12-0962	17" MONITOR	PSX061114755
	12-0934	17" MONITOR	3CQ8301J7G
	41593	FLAT SCREEN 17"	36165223GA
	12-0990	17" LCD MONITOR	CNP529K1LL
	12-0979	HP L1710 17" LCD DISPLAY	SCNC807QRG2
	12-0920	FLAT SCREEN 17"	PSX061114258
	12-0954	17" MONITOR	3CQ8301JBM

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Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0951	FLAT SCREEN 17"	PSX052703135
	12-0952	17" MONITOR	3CQ8301JBQ
	12-0925	17" MONITOR	CNC832QBMS
	12-0935	FLAT SCREEN 17"	PSX061114794
	12-0916	17" MONITOR	3CQ8301JBP
	12-0955	FLAT SCREEN 17"	PSX061114797
	41588	FLAT SCREEN 17"	36163221GA
	41592	FLAT SCREEN 17"	36165089GA
	12-0953	17" MONITOR	PSX052703261
	12-0917	MONITOR HP L1710	CNC832QBMW
	12-0915	FLAT SCREEN 17"	PSX061534389
	12-0914	MONITOR HP L1710	CNC832QBMZ
	12-0860	KVM KEYBOARD	W06150N2442
	12-0909, 22447	SMALL AIR CON UNIT	1158423
	12-0908, 22448	SMALL AIR CON UNIT	1133
	41583	FLAT SCREEN 17"	36160273GA
	12-0905	17" MONITOR	3CQ8301JBT
	12-0904	17" MONITOR	CNC832QCLC
	41582	FLAT SCREEN 17"	36165357GA
	12-0863	FELLOWS SHREDER	
	12-0866	KEYBOARDS	
	12-0910	SANYO REFRIGERATOR	
	12-0907	SANYO REFRIGERATOR	980871650
	33847	TV VCR COMBO	

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
November 07, 2012

Qty	Asset No	Auction Preparations Asset Description	Serial No
	12-0862	WATER COOLER	980225974
	12-0901	OVER TOP BOOK SHELF	
	12-0912	MAROON W/ BLACK CHAIR	
	12-0913	MAROON W/ BLACK CHAIR	
	12-0911	SHELF W/ 4SHELF	
	24218	TYPEWRITER BROTHER	K1641-316
	12-0903	LARGE SHREDDER	
	12-0906	BOOK SHELF W/ DRAWERS	
	12-0864	SMALL CALCULATOR	
	12-0865	BLACK MAIL SHELF	
	12-0900	MAIL CABINET	
	20781	PEDIATRIC SCALE	
	12-0861	GREY 3 BOOK SHELF	
	41159	ID CARD PRINTER	E52003
	51406	DOCUMENT SCANNER	926TW1096Q8COA00045
	12-0902	HP SCANNER JET 5590	CN62JSROQJ
	12-0867	KEYBOARD	77430AVBSO29D
	12-0868	KEYBOARD	B77430AGAQJ521
	12-0869	KEYBOARD	B77430AGAQJ5SL
	55251	HP COMPAQ COMPUTER	2UA501033Z
	55225	HP COMPAQ COMPUTER	2UA5010334
	55260	HP COMPAQ COMPUTER	2UA5010348
	55252	HP COMPAQ COMPUTER	2UA5010340

AI-34656 **Purchasing Department 18. A. 4.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation and recommendation by Gary Looney, Brown & Brown Lone Star Insurance Services d/b/a Alamo Insurance Group, Hidalgo County's Health Insurance Consultant for Hidalgo County to exercise the option to renew and extend the final year as permitted under C-10-228-11-09 (Original Policies) and as approved by Commissioners Court on 12/07/10 the Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment Insurance Policies; and,

b. Approval for County Judge, Elected Official and/or Executive Officer to sign renewal documents for Policy period commencing January 1, 2013 with ending date of December 31, 2013, as attached hereto.

BACKGROUND

Presentation by Gary Looney, Hidalgo County Health Benefits Consultant on status in connection with the Individual Stop Loss Coverages currently offered by Blue Cross Blue Shield.

Consultant will provide last renewal terms rates versus this renewal request as part of his presentation for comparison purposes to Commissioners Court.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2201-415-00-115-010-0-350

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

BUDGETARY IMPACT:

Available funds as of 10/12/12.

FISCAL YEAR: 2012 **ACCT. #:** 2201-415-00-115-010-0-524

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

BUDGETARY IMPACT:

Available funds as of 10/12/12.

Attachments

INSURANCE DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 02:27 PM
Budget & Management	Merlen P. Munoz	10/11/2012 03:05 PM
Olga Garza	Olga Garza	10/12/2012 04:05 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Vangie Garcia Started On: 10/10/2012 08:21 AM

Final Approval Date: 10/12/2012

BlueCross BlueShield of Texas

APPLICATION FOR STOP LOSS COVERAGE

Employer Group Name:	Hidalgo County		
Employer Group Address:	2818 South hwy 281		
City:	Edinburg	**State of Situs:** TX	**Zip Code:** 78539
Account Number:	021185		
Employer Group Number(s):	021185		
Effective Date of Policy	01/01/2008		

Policy Period: These specifications are for the Policy Period commencing on 01/01/2013 and ending on 12/31/2013

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application for Stop Loss Coverage (herein called the "Application") is superseded in whole or in part by a later executed Application.

A. Aggregate Stop Loss Insurance: ☐ Yes ☒ No
If yes, complete items 1 through 9 below.

1. ☐ New Coverage ☐ Renewal of Existing Coverage
2. Stop Loss Coverage Period:
   - ☐ New Coverage (Select one from below):
     - ☐ Standard: Claims incurred and paid during the Policy Period.
     - ☐ "Run-in" included: Claims incurred on or after _____ and paid during the Policy Period.

       "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐
       If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Policy Effective Date and paid by the Policyholder's prior claim administrator within 6 months after the Policy Effective Date.
   - ☐ Renewal of Existing Coverage:

     Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
3. Aggregate Stop Loss Insurance shall apply to:
   - ☐ Medical Claims
   - ☐ Outpatient Prescription Drug Claims
   - ☐ Dental Claims
   - ☐ Other (please specify): _____

4. Average Claim Value: _____ per Employee

   Attachment Factor: _____% of the Average Claim Value

5. Aggregate Claim Liability and Run-Off Claim Liability Factors

   a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factors:

      $_____ for each Employee Coverage Unit

      $_____ for each Employee/Family Coverage Unit

      Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

      $_____

   b. Employer's Run-Off Claim Liability shall be calculated by multiplying the sum average of all Coverage Units during each of the three calendar Months immediately preceding termination by the factors shown below. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS, Run-Off Period subsection of the Policy.

      $_____ for each Employee Coverage Unit

      $_____ for each Employee/Family Coverage Unit

      Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

      $_____

6. CAP Arrangement ☐ Yes ☐ No

7. Aggregate Stop Loss Claims

   a. The amount of Paid Claims during the current Policy Period, less:

      i. Individual (Specific) Stop Loss Claims

      ii. Any claims in excess of the Individual (Specific) Stop Loss Claims per Covered Person per Lifetime Maximum

      iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

      that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in Item 5.a. above for the indicated Policy Period.

   b. In the event of termination at the end of a Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item 5.b. above. However, for the indicated Policy Period the minimum Aggregate Point of Attachment shall be $_____.

   c. Aggregate Stop Loss Claims shall not exceed a lifetime maximum of _____ for the indicated Policy Period.

8. Premium (Select one):

   ☐ Annual Premium (Due on the first day of the Policy Period): $_____.

   ☐ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by

   $_____ for each Employee Coverage Unit

   $_____ for each Employee/Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

_____

9. The premium is based upon a current membership of _____ Individual Coverage Units and _____ Family Coverage Units.

B. Individual (Specific) Stop Loss Insurance: ☒ Yes ☐ No
If yes, complete items 1 through 6 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage
2. Stop Loss Coverage Period:
   ☐ New Coverage (Select one from below):
   ☐ Standard: Claims incurred and paid during the Policy Period.
   ☐ "Run-in" included: Claims incurred on or after _____ and paid during the Policy Period
   "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐
   If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within _____ months of the Policy Effective Date and paid by the Policyholder's prior claim administrator within _____ months after the Policy Effective Date.
   ☒ Renewal of Existing Coverage:
   Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
3. Individual (Specific) Stop Loss Insurance shall apply to:
   ☒ Medical Claims
   ☒ Outpatient Prescription Drug Claims
   ☐ Dental Claims
   ☐ Vision Claims
   ☐ Other (please specify): _____
4. Individual (Specific) Stop Loss Claims
   a. For N/A who is identified by the health identification (ID) number N/A, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $N/A. Such amount shall apply for the Policy Period.
   b. For each other Covered Person:
   The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $170,000 per Covered Person but not to exceed a maximum Point of Attachment of $ Unlimited per Policy Period. Paid Claims in excess of the maximum point of attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the Policy Period.
   c. Covered Person per Lifetime Maximum:
   The Individual (Specific) Stop Loss Claims shall not exceed Unlimited per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.
   Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee
   ☐ Excludes Claim Administrator's Provider Access Fee

5. Premium (select one):

   ☐ Annual Premium (Due on the first day of the Policy Period): $_____.

   ☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by

   $30.09 for each Employee Coverage Unit

   $30.09 for each Employee/Family Coverage Unit

   Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

   $ _____

6. The premium is based upon a current membership of 2515 Individual Coverage Units and 1223 Family Coverage Units.

Additional Provisions:

_____

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder."

Tita Iruegas
Sales Representative

Signature of Authorized Purchaser

Lynn Mori
Name of Underwriter

County Judge
Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Application approved by Underwriting:

Group Term Life and Accidental Death and Dismemberment (AD&D) Benefit Highlights for Hidalgo County

Eligibility: All active full-time employees working a minimum of 25 hours per week and all county elected officials.

Basic Life and AD&D Benefit: $25,000.

Premium: Your employer pays 100% of the premium for the Basic benefit.

Life insurance includes the following benefits:

- Conversion Privilege: You may convert your life insurance to an individual whole life policy if coverage terminates (due to termination of employment).
- Portability: You may continue your life insurance to age 65 without evidence of insurability if coverage terminates (due to termination of employment).
- Accelerated Death Benefit: Pays a portion of the death benefit as a living benefit up to 75% of the basic benefit in the event of a terminal illness.
- Waiver of Premium: If you are unable to engage in any occupation as a result of injury or sickness for a minimum of 9 months, prior to age 60, premium will be waived until you are no longer disabled or reach age 65.

AD&D insurance includes the following benefits:

- Seat Belt: 10% of coverage amount to a maximum of $2,500
- Air Bag: 5% of coverage amount to a maximum of $500
- Repatriation: Actual costs to a maximum of $5,000
- Education: 3% of coverage amount to a maximum of $3,000 per year for a maximum of 4 years
- Public Conveyance: Coverage amount to a maximum of $150,000
- Felonious Assault: Coverage amount to a maximum of $25,000
- Coma: 1% of coverage amount to a maximum of $25,000

AD&D Limitations: Benefits are not payable for any loss that, directly or indirectly, results from or is contributed to by:

- suicide, attempted suicide or intentionally self-inflicted injuries while sane or insane;
- declared or undeclared war;
- accident resulting during the commission of, participation in or attempt to commit an assault or felony;
- disease, bodily or mental infirmity, or medical or surgical treatment thereof or any infection, except a pus-forming infection;
- travel or flight in an aircraft while a member of the crew, while engaged in the operation of the aircraft or while giving or receiving training or instruction in such aircraft;
- loss resulting from your being intoxicated by reason of alcohol or drug use or a combination thereof; or
- active participation in a riot.

Please note: This information is only a product highlight. Products underwritten and services provided by Fort Dearborn Life Insurance Company® (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Puerto Rico and Guam are marketed under the Dearborn National® brand and the star logo. The policy has exclusions, limitations, and reduction of benefits and/or terms under which the policy may be continued or discontinued. The policy may be cancelled by the insurer at any time. The insurer reserves the right to change premium rates, but not more than once in a 12-month period.

FORT DEARBORN LIFE
Insurance Company®

Administrative Office:
1020 31st Street
Downers Grove IL 60515-5591

(A stock life insurance company, herein called the "We" "Us" or "Our")

Policyholder:	**HIDALGO COUNTY**
Policy Number:	**F019016-0001**
Policy Effective Date:	**February 1, 2011**
Anniversary Date:	**February 1**

We agree with the *Policyholder* to insure certain eligible Employees of the Policyholder. We promise to pay benefits for loss covered by the Policy in accordance with its provisions. The *Policyholder* should read this Policy carefully and contact Fort Dearborn Life Insurance Company® promptly with any questions.

Policyholder means the *Employer* to whom the Policy is issued and who sponsored the coverage for its Employees.

Employer means the *Policyholder* and includes any division, subsidiary, or affiliated company named in the Policy.

POLICY EFFECTIVE DATE AND TERM

The Policy takes effect on the Policy Effective Date stated above subject to any participation requirement stated in the Policy. All insurance periods will be computed from that date. The Policy remains in force for the period for which premium has been paid. It may be renewed for further successive periods by payment of premium as stated in the Policy.

All periods of insurance begin and end at 12:01 A.M., Standard Time, at the *Policyholder*'s address as stated in the Policy, and on the Application.

Signed for Fort Dearborn Life Insurance Company

Secretary

President

Basic Group Term Life Insurance Policy
with
Accidental Death & Dismemberment Benefits
Non-Participating

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Policy Termination	*4*
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Rate Addendum	*5*
Application	*Attached*

ATTACHMENTS:

- Master Application
- Certificate of Insurance

PREMIUM

How is the initial premium calculated?
Initial life, AD&D insurance premium is calculated in accordance with the rates set forth on the attached Rate Addendum.

When is premium paid?
The Policy is issued in consideration of the payment in advance of premium on the premium due date indicated on the *Application*. Payment must be made by the premium due date as shown on the *Application*.
If an addition, termination or change in insurance takes place other than on a regular due date, any premium adjustment will take effect on the next due date.

Is premium payable while an Insured receives benefits?
We will waive premium for an insured Employee in accordance with the Waiver of Premium provision of the Policy.

Is there a grace period for premium payment?
We will allow a grace period of 60 days for the payment of any premiums due except the first. Insurance coverage shall continue in force during the grace period unless the *Policyholder* has given Us advance written notice of cancellation in accordance with the terms of this Policy. If premium is not received by the end of the grace period, this Policy will terminate as of the last date for which premium was paid.
The *Policyholder* is liable for premium due on coverage provided during the grace period.
If *We* receive written notice during the grace period that the Policy is to be canceled, *We* will cancel it as of the later of:

1. the date requested in the cancellation notice; or
2. the date *We* receive such notice. The *Policyholder* must pay a pro rata premium for any coverage provided during the grace period.

PREMIUM RATE GUARANTEE

What is the initial premium rate guarantee?
A change in premium rates will not take effect before February 1, 2014. However, *We* may change premium rates if the risk assumed changes. Premium rates may change if the following occurs:

1. a change in the Policy design;
2. a change in the terms of the Policy;
3. addition or deletion of a division, subsidiary or affiliated company;
4. a change in the number of *Insureds* by 10% or more from the number of *Insureds* on the initial Effective Date;
5. a change in the laws or regulations or other government action which applies to the Policy;
6. for reasons other than 1-5 above such as but not limited to a change in factors bearing on the risk assumed.

The *Policyholder* must furnish notice and documentation satisfactory to *Us* within 31 days of the occurrence of any event which would cause a change in rates as described above. If the *Policyholder* fails to provide such timely notice, we will apply new rates retroactively to the date of the event.

We will notify the *Policyholder* in writing at least 31 days in advance of any premium rate changes. A change may take effect on an earlier date if both the *Policyholder* and *We* agree.

POLICY TERMINATION

Who may cancel the Policy or a plan under the Policy?

The Policy or a plan under the Policy can be canceled by the *Policyholder* with 31 days written notice delivered to *Us*. This Policy will terminate for any of the following reasons:

1. If the *Policyholder* fails to pay any premium within the 60-day Grace Period, this Policy will terminate in accordance with the terms set forth in the Grace Period provision.
2. We may terminate this Policy on any premium due date if:
   a. coverage is *Noncontributory* and less than 100% of the eligible Employees participate; or
   b. the *Policyholder* fails to perform any of its obligations that relate to the Policy; or
   c. the *Policyholder* does not promptly provide Us with information that is reasonably required; or
   d. fewer than 2 *Employees* are insured under the Policy.

If *We* cancel the Policy, for reasons other than the *Policyholder's* failure to pay premium, a written notice will be delivered to the *Policyholder* at least 31 days prior to the cancellation date.

ADDITIONAL PROVISIONS

What happens if an inadvertent error occurs?

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent an Employee from receiving coverage, if he is entitled to coverage under the terms of the Policy; or
2. Cause coverage to begin or coverage to continue for an Employee when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about an Employee that is incorrect, *We* will:

1. Use the facts to decide whether the Employee has coverage under the Policy and in what amounts; and
2. Make a fair adjustment of the premium.

Will certificates be issued?

We will deliver certificates of insurance to the *Policyholder* for issuance to each insured Employee. The certificates will describe the benefits, to whom they are payable, the Policy limitations and where the Policy may be inspected.

What is considered to be the entire contract?

This entire Policy consists of:

1. all Policy provisions and any amendments and/or attachments issued;
2. the Certificate of Coverage; and
3. the *Policyholder*'s signed Application.

RATE ADDENDUM

(All Rates Per $1,000 Per Month unless otherwise stated)

Class 01 Term Life: **$0.07**

Class 01 Accidental Death & Dismemberment: **$0.02**

STATE SUPPLEMENT

The following policies apply only to those individuals in your group insurance program who reside in the referenced states.

Arizona and Maine

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without giving the individual an opportunity to tell us that he or she does not want us to share his or her personal information.

Minnesota and Montana

Except as otherwise permitted by law, we will not disclose collected personal information about an individual to a nonaffiliated third party with whom we jointly offer products without obtaining the individual's written authorization.

Montana

Upon written request, an individual who has authorized the collection of health information is entitled to receive a record of Fort Dearborn's disclosures of any of his medical record information made within the preceding 3 years.

Oregon

An individual has the right to authorize disclosure of his or her personal information to an insurance company. An Oregon resident can exercise this right by requesting an authorization form in writing. Our address is:

Fort Dearborn Life Insurance Company®
1020 31st Street
Downers Grove, Illinois 60515

Renewal Addendum to Benefit Program Application ("ASO BPA")
Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Texas, a division of Health Care Service Corporation, a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Employer Account Number (6-digits): 021185
Employer Group Number(s): 021185
Section Number(s): ALL
Employer Name: Hidalgo County
Renewal Addendum Effective Date: 01/01/2013
ERISA Plan: Yes ☐ No ☒ **If Yes, ERISA Plan Year:** N/A

THIS ADDENDUM is incorporated into and made a part of the ASO Benefit Program Application ("ASO BPA") last entered into between the parties as of this Renewal Addendum's Effective Date and the corresponding Administrative Services Agreement ("Agreement"), currently in effect between the parties. This Addendum is intended to renew the foregoing as of the above noted Renewal Addendum Effective Date of Coverage and, except as modified and amended and/or re-attested herein pursuant to this renewal, the provisions, conditions and terms of such ASO BPA and Agreement shall remain in full force and effect.

FEE SCHEDULE PERIOD: ☐ No Changes ☐ See Additional Provisions				
To begin on Renewal Addendum Effective Date and continue for: ☒ 12 Months ☐ Other (please specify): Months				
ADMINISTRATIVE CHARGE(S): ☐ No Changes ☐ See Additional Provisions				
Product / Service	**PPO**			
Base Administrative Charge (Medical)	**$36.19**	**$**	**$**	**$**
Prescription Drug Rebate Credit*	**$-5.00**	**$**	**$**	**$**
Choose an Item	**$**	**$**	**$**	**$**
Choose an Item	**$**	**$**	**$**	**$**
Prescription Drug Rebate Credit per Covered employee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. Rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in the governing Administrative Services Agreement and ASO BPA to which this Addendum is attached under the section titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")	**$**	**$**	**$**	**$**
Blue Care Connection® ("BCC") Program: None	**$**	**$**	**$**	**$**
BCC Program Upgrade(s): Description: None	**$**	**$**	**$**	**$**
Description: None	**$**	**$**	**$**	**$**
Special Beginnings	**$**	**$**	**$**	**$**
Other: _____	**$**	**$**	**$**	**$**
Other: _____	**$**	**$**	**$**	**$**
Other: _____	**$**	**$**	**$**	**$**
Total	**$31.19**	**$**	**$**	**$**

Dental: _____	$	$	$	$
Total	$	$	$	$
NOTE: Additional services and/or fees may be itemized in the "Other" fields above or in the Additional Provisions section on page 2.				

PAYMENT SPECIFICATIONS:	☐ No Changes	☐ See Additional Provisions
Employer Payment Method:	☐ Online Bill Pay	☒ Electronic ☐ Check
Employer Payment Period:	☒ Weekly *(cannot be selected if Check is selected as payment method above)*	
☐ Twice-Monthly	☐ Monthly	☐ Other (please specify):
Claim Settlement Period:	☒ Monthly	☐ Other (please specify):
Run-Off Period: Employer Payments are to be made for 12 months following end of Fee Schedule Period.		
Final Settlement: Final Settlement is to be made within 60 days after end of Run-Off Period.		

TERMINATION ADMINISTRATIVE CHARGE:		☐ No Changes	☐ See Additional Provisions	
Product / Service				
Medical Run-Off Administrative Charge	**$13.17**	$	$	$
Other: _____	$	$	$	$
Dental Run-Off Administrative Charge	$	$	$	$
Other: _____	$	$	$	$

OTHER PROVISIONS:

1. Summary of Benefits & Coverage:
   a) Claim Administrator will create Summary of Benefits & Coverage (SBC)?

   ☒ Yes. If yes, please answer question b. The SBC Addendum is attached.

   ☐ No. If No, then the Employer acknowledges and agrees that the Employer is responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will the Claim Administrator have any responsibility or obligation with respect to the SBC. The Claim Administrator is not obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Employer's contact information. A new clause (e) is added to Subsection C. in the Additional Provisions as follows: "(e) the SBC". (Skip question b.)

   b). Claim Administrator will distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

   ☐ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.

   ☒ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.

   ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is $1.30 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals

ADDITIONAL PROVISIONS:
Effective 1/1/2012 the minimum hours work per week should be 20 hours.

Employer acknowledges and agrees that unless a change is indicated on this Renewal Addendum, Employer's instructions, acknowledgements and agreements in the ASO BPA and the Agreement (both as defined above) shall remain in full force and effect.

Tita Iruegas
Authorized BCBSTX Representative

AE 10/15/2012
Title Date

956-581-5615 / 312-540-3104
BCBSTX Telephone and Fax numbers

Alberto Trevino and Roberto Ramirez Jr.
Agent Representative *(if applicable)*

10/15/2012
Date

956-781-7771 and 956-783-1137
Agent Phone & Fax Numbers

Ocarrasco03@aol.com / rr@puroaseguro.com
Agent Email Address

454785551 / 455689870
Tax I.D. No.

Signature of Authorized Purchaser

County Judge
Title

Date

BlueCross BlueShield of Texas

Hidalgo County

ASO Projection
for the period
January 1, 2013 - December 31, 2013
Hidalgo County # 21185 ASO Medical Renewal

TOTAL PROJECTED COST

Please refer to the ACA Disclaimer regarding benefits and final pricing.

All Employees	Fee	Total Cost
Projected Enrollment	3738	44,856
Individual Stop Loss ($170,000 Level)	$30.09	$1,349,717
Administration Fee	$36.19	$1,623,339
Prescription Drug Rebate Credit	($5.00)	($224,280)
Net Administration Fee	$31.19	$1,399,059
Total Fixed Cost	$61.28	$2,748,776
Run-Off Administration	$13.17	$147,688



_____
Signature of Authorized Purchaser

County Judge
Title

_____
Date

Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association

BlueCross BlueShield of Texas

Account Name:	HIDALGO COUNTY	Account Number:	021185	Renewal Date:	01/01/2013

Grandfathered Health Plan Form

The Affordable Care Act (ACA) provides that a group health plan in which an individual was enrolled on March 23, 2010, (ACA's date of enactment) may be a "grandfathered health plan." Grandfathered health plans are not subject to certain ACA provisions.

By default, our group renewal offer(s) reflect a non-grandfathered health plan design. **This Grandfathered Health Plan Form must be signed by the group representative and returned to our offices at least 10 days prior to your renewal effective date in order to change your renewal(s) to a grandfathered health plan design.** If a plan is modified to a non-grandfathered health plan design on its effective date, it cannot later revert back to a grandfathered health plan design.

Complete the information on page 2 of this form to indicate whether your existing plan(s) qualify as grandfathered health plan(s) under the Affordable Care Act and related regulations. **Check all that apply** for *only* the benefit plan(s) in effect that qualify for and that you wish to be administered with a grandfathered health plan design. This information needs to be provided for all benefit plans in effect.

For more information on grandfathered health plans and what changes or events may cause a plan to lose grandfathered health plan status, go online to: bcbstx.com/affordable_care_act. If you have questions regarding this worksheet, contact your insurance broker (if applicable) or your BCBSTX account representative. The rules related to grandfathered health plans are complex. We recommend that you seek the advice and guidance of your legal counsel regarding ACA and grandfathered health plans. If you believe a plan or policy has lost or will lose grandfathered status, contact your insurance broker (if applicable) or BCBSTX representative immediately for available benefit plan options.

TO BE SIGNED BY THE GROUP REPRESENTATIVE:

I, the undersigned, a duly authorized representative of the plan sponsor named above ("Plan Sponsor"), hereby represent that I am knowledgeable as to standards associated with a "grandfathered health plan" as set forth in the Affordable Care Act and applicable regulations, and that the information contained in this Form and any subsequent updates to such Form, are true, accurate and complete; and (ii) agree that the Plan Sponsor will immediately provide BCBSTX with written notice prior to renewal (and during the plan year, with at least 60 days advance written notice) of any changes that would cause the Plan Sponsor's group health plan(s), including any benefit packages, to not qualify as a grandfathered health plan under ACA and applicable regulations.

Signature	Title
Print Name	Date

BlueCross BlueShield of Texas

Account Name:	HIDALGO COUNTY	Account Number:	021185	Renewal Date:	01/01/2013

Grandfathered Health Plan Form

Group Number	Plan/Benefit Agreement Name/Number	Grandfathered?
021185	PPO PLAN 1 BASIC	☐ Yes ☐ No
021185	PPO PLAN 2 BUYUP	☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

Add additional details as needed by copying this page. Make sure you return the signature and table page(s) together.

AI-34391 **Purchasing Department 18. A. 5.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to utilize and purchase through the Department Of Information Resources (DIR) Contract #DIR-SDD-1603 awarded vendor, Shoretel, Inc's authorized reseller, Richline Technical Services, LLC, as listed/permitted under page 7 of 11-Section A-2 of DIR's HUB Subcontracting Plan as identified as one of Shortel's authorized reseller for product/support and related services under this contract including the catalog support pricing for this year's continuous services of Hidalgo County's existing Shoretel Equipment List; and

b. Acceptance and approval of proposal in the amount of $59,424.73 submitted by RichlineTechncial Services, LLC for the products and support of Hidalgo County's existing Shoretel's telephone equipment/related services and items as described in supporting itemized proposed documentation with authority for County Judge or Court Member to execute pertinent forms.

BACKGROUND

Such services pursuant to DIR Contract previously approved on September 6, 2011 however, for subsequent years, shall be negotiated based on the 28% off list price under DIR Contract and the County's existing telephone/equipment list. Quantities subject to change on yearly basis thus changing the fee.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available through Req#221525 in the amount of $59,424.73 as of 10/12/12 for Richline Technical Services.

Attachments

DIR-SDD-1603 CONTRACT
REVISED PRICE INFORMATION BY RICHLINE
CATALOG PRICE LIST
ADDITIONAL INFORMATION-AUTHORIZED DEALER AGREEMENT AND LEGAL'S APRPOVAL
REQUISITION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 12:02 PM
Budget & Management	Merlen P. Munoz	10/11/2012 12:56 PM
Rosalinda Cantu	Merlen P. Munoz	10/11/2012 02:58 PM

Erika Zamora	Erika Zamora	10/12/2012 04:56 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Vangie Garcia Started On: 09/21/2012 09:52 AM

Final Approval Date: 10/12/2012

DIR Contract No. DIR-SDD-1603

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Shoretel, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Shoretel, Inc. (hereinafter "Vendor"), with its principal place of business at 960 Stewart Drive, Sunnyvale, California 94085.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-153, on December 18, 2009, for Data Communications & Telecommunications Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-153 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-153, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-153, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Customer Discount includes the DIR administrative Fee specified in Section 5.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one and one quarter percent (1.25%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $1,250.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon

written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:
Shane Harper
Shoretel, Inc.
960 Stewart Drive
Sunnyvale, CA 94085
Phone: (408) 331-3588
Facsimile: (408) 331-3588
Email: sharper@shoretel.com

7. **Software License**

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher."**

8. Intellectual Property Matters

A. Definitions

1." Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work

Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the

execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.
Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.
Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.
To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.
Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.
Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any

means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

This Contract is executed to be effective as of the date of last signature.

Shoretel, Inc.

Authorized By: Signature on File

Name: Troy Parish

Title: Director, Government Programs

Date: 9/23/10

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 9/27/10

Legal: cjk 9/24/10

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

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Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
C. **CPA** – refers to the Texas Comptroller of Public Accounts
D. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
E. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
F. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
G. **State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can weaken a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain

valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

5. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible

Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor

shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract

which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Go DIRect program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when

displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

7. Purchase Orders, Invoices, and Payments

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

B. Invoices

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Administrator

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

2) Vendor Contract Administrator

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect E-Mail Box at GoDirect.Sales@dir.state.tx.us. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or

late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall

be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Go DIRect E-Mail Box information.

9. Vendor Responsibilities

A. Indemnification

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and

service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

3) **Independent Contractor**

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES

FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Vendor Certifications

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract; (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate; (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract; (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas; (xi) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xii) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xiii) under Section

2155.006, Government Code, Vendor certifies that the individual or business entity in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

D. Ability to Conduct Business in Texas

Order Fulfiller shall be an entity authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

H. Confidentiality

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order

Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of $500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of $500,000. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured;
d) 30-day Notice of Termination in favor of DIR and/or Customer; and
e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of $250,000 bodily injury per accident, $500,000 bodily injury disease policy limit and $250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for

bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;

b) 30-day Notice of Termination; and

c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Vendor shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of 1996 Act., who will perform any labor or services under this Contract.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not

inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

B. Termination

1) Termination for Non-Appropriation

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

12. Captions

The captions contained in the Contract and its Appendices are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

APPENDIX C - PRICING INDEX TO DIR-SDD-1603 Shoretel, Inc. AMD 1 Manufacturer/Product Line/Product Category	Customer Discount % off MSRP
Hardware	
Shoretel Telecommunication Equipment	21.75%
Maintenance	
Shoretel Maintenance	10.75%
Technical Services	
Shoretel Services	10.75%

Richline Technical Services, LLC

Quote

From: Joshua Richline
Richline Technical Services, LLC
114 N. Mesquite St.
Corpus Christi, TX 78401
361-882-6297
jrichline@richline.cc

Prepared for: Eli Gracia
Hidalgo County
Information Technology
100 East Cano 4th Floor
Edinburg, TX 78539
956-838-7010
eli.gracia@co.hidalgo.tx.us

Quantity	Description	Unit Price	Ext. Price
1.00	Shoretel Partner Support (No Phones) includes remote support and monitoring of Shoretel Server and Switches Software updates and patches from ShoreTel Extends Warranty on ShoreTel Switches for term of Support Contract One Year Term 10/1/2012 through 9/30/2013 Covered Equipment includes all hardware and licenses listed as "Covered" on "Attachment 1: Hidalgo County Shoretel Equipment List" DIR Contract #: DIR-SDD-1603 Richline Technical Services, Inc. Vendor ID:14605204313	59,424.73	59,424.73
		Total:	**59,424.73**

Please see the attached documentation for a detailed description of the services. Labor estimations are just that and reflect the amount of time that should be required to complete the scope of the project barring any unforseen difficulties or the addition of labor outside the orignal scope of work including but not limited to oversites or requests by the customer or other outside vendors. Prices are subject to change.

Signature: _____ Date: _____

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List
1	Additional Site License****		10/25/2011	Covered	$0.00	$0.00	$0.00
7	Additional Site License		12/22/2010	Covered	$0.00	$0.00	$0.00
28	Additional Site License		10/22/2008	Covered	$0.00	$0.00	$0.00
2	Distributed Voice Services License		7/12/2006	Covered	$995.00	$1,990.00	$228.85
4	Distributed Voice Services License		10/17/2005	Covered	$995.00	$3,980.00	$457.70
6							**$686.55**
1	Mobile Call Manager		12/22/2010	Covered	$95.00	$95.00	**$10.93**
30	Operator Call Manager License		11/9/2009	Covered	$595.00	$17,850.00	**$2,052.75**
1	ShoreGear 30 Switch	S30J10321924DF	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
1	ShoreGear 30 Switch	S30J1042193DE2	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
1	ShoreGear 30 Switch	S30J10321924E3	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
1	ShoreGear 30 Switch	S30J1012161669	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
1	ShoreGear 30 Switch	S30J10321924CA	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
1	ShoreGear 30 Switch	S30J1042193DDD	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
1	ShoreGear 30 Switch	S30J1025162C42	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
1	ShoreGear 30 Switch	S30J10321924AC	12/22/2010	Covered	$1,595.00	$1,595.00	$183.43
8							**$1,467.40**
1	ShoreGear 50 Switch****	S50J11271E2AA5	10/24/2011	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC7E6	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC7E7	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC7F1	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC7F2	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC7F4	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC7F7	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC7FC	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC804	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC806	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC807	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC808	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC80A	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC813	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC816	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC81A	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC81C	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC81D	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC81E	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC81F	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC821	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List
1	ShoreGear 50 Switch	S50J08330CC822	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC828	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC82A	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC84D	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC85A	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC867	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08330CC86C	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear 50 Switch	S50J08360CCCBF	10/22/2008	Covered	$1,995.00	$1,995.00	$229.43
29							**$6,653.33**
1	ShoreGear 60 Switch	12JC05400202A3	10/17/2005	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12JC05400202A7	10/17/2005	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM0510005B26	5/31/2005	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM0510005B36	5/31/2005	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM0442004806	12/20/2004	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM043600416E	9/30/2004	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM043600417E	9/30/2004	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM0436004174	9/30/2004	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM0426003AA0	8/5/2004	Covered	$2,995.00	$2,995.00	$344.43
1	ShoreGear 60 Switch	12CM0429003D2E	8/5/2004	Covered	$2,995.00	$2,995.00	$344.43
10							**$3,444.25**
1	ShoreGear-120 Switch	24JC1034192AC6	12/22/2010	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24JC08470E6106	2/26/2009	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24JC062103BC50	7/12/2006	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24JC062103BC54	7/12/2006	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24JC062103BCBE	7/12/2006	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24JC05420205FD	12/12/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24JC0547020E13	12/12/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM051700621C	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM052100647A	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM0521006482	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM0521006486	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM0521006488	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM052100648E	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM0521006490	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM0521006494	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM05210064D8	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM05210064DA	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM05210064E0	10/17/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM051400604A	5/31/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM0514006052	5/31/2005	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM0448004BE8	12/20/2004	Covered	$4,995.00	$4,995.00	$574.43

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List
1	ShoreGear-120 Switch	24CM0429003CB8	9/30/2004	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM425003A2A	8/5/2004	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM425003850	8/5/2004	Covered	$4,995.00	$4,995.00	$574.43
1	ShoreGear-120 Switch	24CM425003A02	8/5/2004	Covered	$4,995.00	$4,995.00	$574.43
25							**$14,360.63**
1	ShoreGear-40 Switch	08JC0650057C9F	12/27/2006	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08JC061803B636	7/12/2006	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08JC061803B666	7/12/2006	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08JC061803B66C	7/12/2006	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08JC053401F6FF	10/17/2005	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08CM05090058BE	5/31/2005	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08CM051800629C	5/31/2005	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08CM043900438A	9/30/2004	Covered	$1,995.00	$1,995.00	$229.43
1	ShoreGear-40 Switch	08CM043900434A	9/24/2004	Covered	$1,995.00	$1,995.00	$229.43
9							**$2,064.83**
1	ShoreGear-T1 Switch	T1JC08210CB5DF	10/22/2008	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1JC08210CB629	10/22/2008	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1JC08210CB66D	10/22/2008	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1JC061003A866	7/7/2006	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1JC053401F79F	10/17/2005	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1JC053401F7B7	10/17/2005	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1JC053401F7E1	10/17/2005	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1CJ053201F649	10/7/2005	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1CM04380041F4	9/30/2004	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1CM04380042CE	9/29/2004	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1CM0429003C6E	8/5/2004	Covered	$3,495.00	$3,495.00	$401.93
1	ShoreGear-T1 Switch	T1CM0249003C62	8/5/2004	Covered	$3,495.00	$3,495.00	$401.93
12							**$4,823.10**
55	ShoreWare Client: Multi-Site License		8/5/2004	Covered	$200.00	$11,000.00	**$1,265.00**
10	ShoreWare Client: Operator Call Manager		7/12/2006	Covered	$595.00	$5,950.00	**$684.25**
80	ShoreWare Client: Supervisor Call Manager**		10/17/2005	Covered	$595.00	$47,600.00	**$5,474.00**
30	ShoreWare Extension & Mailbox Client****		10/25/2011	Covered	$200.00	$6,000.00	$690.00
28	ShoreWare Extension & Mailbox Client		10/22/2008	Covered	$200.00	$5,600.00	$644.00
25	ShoreWare Extension & Mailbox Client		10/23/2007	Covered	$200.00	$5,000.00	$575.00
100	ShoreWare Extension & Mailbox Client		4/16/2007	Covered	$200.00	$20,000.00	$2,300.00
9	ShoreWare Extension & Mailbox Client		12/27/2006	Covered	$200.00	$1,800.00	$207.00
100	ShoreWare Extension & Mailbox Client		7/12/2006	Covered	$200.00	$20,000.00	$2,300.00

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List
25	ShoreWare Extension & Mailbox Client		7/7/2006	Covered	$200.00	$5,000.00	$575.00
500	ShoreWare Extension & Mailbox Client		10/17/2005	Covered	$200.00	$100,000.00	$11,500.00
12	ShoreWare Extension & Mailbox Client		10/7/2005	Covered	$200.00	$2,400.00	$276.00
200	ShoreWare Extension & Mailbox Client		5/31/2005	Covered	$200.00	$40,000.00	$4,600.00
28	ShoreWare Extension & Mailbox Client		5/31/2005	Covered	$200.00	$5,600.00	$644.00
7	ShoreWare Extension & Mailbox Client		2/28/2005	Covered	$200.00	$1,400.00	$161.00
7	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$1,400.00	$161.00
29	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$5,800.00	$667.00
6	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$1,200.00	$138.00
6	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$1,200.00	$138.00
42	ShoreWare Extension & Mailbox Client		1/26/2005	Covered	$200.00	$8,400.00	$966.00
5	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$1,000.00	$115.00
1	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$200.00	$23.00
11	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$2,200.00	$253.00
44	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$8,800.00	$1,012.00
4	ShoreWare Extension & Mailbox Client		12/20/2004	Covered	$200.00	$800.00	$92.00
3	ShoreWare Extension & Mailbox Client		12/17/2004	Covered	$200.00	$600.00	$69.00
10	ShoreWare Extension & Mailbox Client		11/29/2004	Covered	$200.00	$2,000.00	$230.00
4	ShoreWare Extension & Mailbox Client		11/29/2004	Covered	$200.00	$800.00	$92.00
5	ShoreWare Extension & Mailbox Client		11/17/2004	Covered	$200.00	$1,000.00	$115.00
4	ShoreWare Extension & Mailbox Client		11/17/2004	Covered	$200.00	$800.00	$92.00
15	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$3,000.00	$345.00
1	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$200.00	$23.00
5	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$1,000.00	$115.00
5	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$1,000.00	$115.00
3	ShoreWare Extension & Mailbox Client		9/30/2004	Covered	$200.00	$600.00	$69.00
10	ShoreWare Extension & Mailbox Client		9/27/2004	Covered	$200.00	$2,000.00	$230.00
6	ShoreWare Extension & Mailbox Client		9/24/2004	Covered	$200.00	$1,200.00	$138.00
6	ShoreWare Extension & Mailbox Client		8/20/2004	Covered	$200.00	$1,200.00	$138.00
1296							**$29,808.00**
50	ShoreWare Extension Only Client****		11/17/2011	Covered	$140.00	$7,000.00	$805.00
200	ShoreWare Extension Only Client		12/22/2010	Covered	$140.00	$28,000.00	$3,220.00
50	ShoreWare Extension Only Client		11/9/2009	Covered	$140.00	$7,000.00	$805.00
152	ShoreWare Extension Only Client		10/22/2008	Covered	$140.00	$21,280.00	$2,447.20
18	ShoreWare Extension Only Client		12/12/2005	Covered	$140.00	$2,520.00	$289.80
100	ShoreWare Extension Only Client		10/17/2005	Covered	$140.00	$14,000.00	$1,610.00
1	ShoreWare Extension Only Client		2/28/2005	Covered	$140.00	$140.00	$16.10
571							**$9,193.10**
50	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)		11/17/2011	Covered	$0.00	$0.00	$0.00

Attachment 1: Hidalgo County ShoreTel Equipment List

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List	
30	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)		10/25/2011	Covered	$0.00	$0.00	$0.00	
200	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)		12/22/2010	Covered	$0.00	$0.00	$0.00	
280								
1	ShoreWare Server Software		10/7/2005	Covered	$0.00	$0.00	$0.00	
1	ShoreWare Server Software		8/5/2004	Covered	$0.00	$0.00	$0.00	
5	ShoreWare SIP Trunk License		6/15/2010	Covered	$50.00	$250.00	**$28.75**	
30	ShoreWare SoftPhone		8/5/2004	Covered	$150.00	$4,500.00	**$517.50**	
						Support List Total:		**$82,534.35**
						ShoreTel Partner Support for Hidalgo County from Richline Technical Services:		**$59,424.73**
						Effective Discount: 28% off List		

**** Note: Represents equipment and/or licenses added in the October 1, 2011-Sept 30, 2012 Support Contract Calendar Year. Additions include 50 ShoreWare Extension Only Clients, 30 ShoreWare Extension and Mailbox Clients, 1 ShoreGear 50 Switch, and 1 Additional Site License

** Price has been adjusted from "List price at time of purchase" to "current DIR List Price". This represents a departure from standard support agreements for ShoreTel and their Partners but has been agreed to by ShoreTel, Richline Technical Services, and Hidalgo County in order to allign prices with current DIR listings

Note: Quoted Price for Partner Support of $59,424.73 represents an 28% discount off price. As per agreement negotiated with Renán Ramirez, support was to be negotiated for subsequent years based on 28% off list with considerations to be made for the number of support incidents. DIR contract guarantees Support Contracts at a minimum of 10% off list.

Please Note: By law, Richline Technical Service, LLC is required to charge Sales Tax on all support contracts. This is because software updates are provided by ShoreTel, Inc. as part of the annual support agreement. The software updates portion of the ShoreCare support agreement does not contain VSOE (eg fair market value for that portion) and cannot be broken out separately, and therefore by law, ShoreTel Partner-Richline Technical Services, LLC must collect sales tax on the entire support amount. All appropriate State, County, and City taxes will be applied at the time of invoicing.

Qty	ShoreTel Product	Serial Number	Ship Date	Asset Status	Unit Cost	Extended Cost	Support List

Hidalgo County Courthouse
100 N Closner Blvd.
Edinburg, TX 78539
Main Phone: 956.318.2150 10/1/2012
Main Fax: 956.318.2152
Renewal ID: SQ-1007919

Richline Technical Services LLC, 51748
PO Box 1399
Corpus Christi, TX 78403
Main Phone: 361.882.6297
Main Fax: 361.887.9910

ShoreTel Partner Support (ShoreCare) for Hidalgo County from Richline Technical Services:
One Year Term 10/1/2012 through 9/30/2013

$59,424.73

PO Number to reference for billing purposes: _____ Date: _____

Signature: _____

Print Name: _____

I have reviewed the attached ShoreTel System configuration and understand that only the products and equipment shown on the configuration list with the status of "Covered" will be supported by ShoreTel, Inc.. Please note that ShoreTel Phones/Handsets are not listed and therefore not covered under this support contract. I understand that by renewing my ShoreCare Partner Agreement, I am agreeing to the ShoreCre Partner Support Agreement Addendum (Partner Support Datasheet.pdf) attached. Support quotes are final upon receipt by ShoreTel of a copy executed by the Partner.

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
ShoreTel, Inc., Vendor ID 17704435688, offers ShoreTel hardware and accessories to Texas governmental entities at discounted prices through DIR's Go DIRect Program.

Manufacturer	Part/Model Number	Description	Unit of Measure (e.g. Each/Hr/Day,etc…)	ShoreTel MSRP List Price	DIR % Discount	DIR Net Price
		ShoreGear Voice Switches				
Shoretel	600-1025-25	ShoreGear 120 - 1U full width - Max Capacities, 120 IP phones, 16 Analog exts, 0 LS trunks, 8 Universal ports. Not all maximum capacities can be reached at the same time.	1	$4,995.00	21%	$3,946.05
Shoretel	600-1062-01	ShoreGear SIP-BRI 8	1	$1,495.00	21%	$1,181.05
Shoretel	620-1057-02	Kit, rack mounting tray, for ShoreGear Switch 1U half width, holds two 1U half width switches	1	$95.00	21%	$75.05
Shoretel	600-1058-05	ShoreGear 90BRI - 1U half width, Max Capacities - 90 IP phones, 4 Analog exts, 4 BRI trunks (8 channels), 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	1	$3,495.00	21%	$2,761.05
Shoretel	600-1057-07	ShoreGear 220T1A - 1U half width, Max Capacities - 1 T1, 220 IP phones, 4 Analog exts, 2 LS trunks, 0 Universal ports. When digital trunk capacity is reached, IP phone capacity is still 70. Requires one Tray (SKU 10223) for every two units.	1	$6,495.00	21%	$5,131.05
Shoretel	600-1041-06	ShoreGear 50 - 1U half width, Max Capacities - 50 IP phones, 2 Analog exts, 4 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	1	$1,995.00	21%	$1,576.05
Shoretel	600-1042-06	ShoreGear 90 - 1U half width, Max Capacities - 90 IP phones, 4 Analog exts, 8 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units.	1	$2,995.00	21%	$2,366.05
Shoretel	600-1043-03	ShoreGear 220T1 - 1U half width, Max Capacities - 1 T1, 220 IP phones, 0 analog exts, 0 LS trunks, 0 universal ports. When digital trunk capacity is reached, IP phone capacity is still 100. Requires one Tray (SKU 10223) for every two units.	1	$5,995.00	21%	$4,736.05
Shoretel	600-1044-06	ShoreGear 220E1 - 1U half width, Max Capacities - 1 E1, 220 IP phones, 0 analog exts, 0 LS trunks, 0 universal ports. When digital trunk capacity is reached, IP phone capacity is still 70. Requires one Tray (SKU 10223) for every two units.	1	$5,995.00	21%	$4,736.05

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Shoretel	600-1072-02	ShoreGear 30BRI - 1U half width, Max Capacities - 30 IP phones, 2 Analog exts, 1 BRI trunk (2 channels). Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	1	$1,595.00	21%	$1,260.05
Shoretel	600-1071-04	ShoreGear 30 - 1U half width, Max Capacities - 30 IP phones, 2 Analog exts, 2 LS trunks, 0 Universal ports. Not all maximum capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8 or later)	1	$1,595.00	21%	$1,260.05
Shoretel	600-1073-02	ShoreGear 24A - 1U full width, Max Capacities - 24 Analog extensions. No IP Phone or trunk support. (requires ShoreTel 8 or later)	1	$2,995.00	21%	$2,366.05
Shoretel	600-1069-06	ShoreGear T1k - 1U half width, Max Capacities - 1 T1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8 or later)	1	$3,495.00	21%	$2,761.05
Shoretel	600-1068-05	ShoreGear E1k (International only) - 1U half width, Max Capacities - 1 E1, 0 IP phones, 0 Analog exts, 0 LS only trunks, 0 Universal ports. Digital trunk support only. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	1	$3,495.00	21%	$2,761.05
Shoretel	600-1059-04	ShoreGear 50V - 1U half width. 50 IP phones, 2 Analog exts, 4 LS trunks, 50 mailboxes, 22 hours of storage. Not all max capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	1	$2,495.00	21%	$1,971.05
Shoretel	600-1060-05	ShoreGear 90V - 1U half width. 90 IP phones, 4 Analog exts, 8 LS trunks, 90 mailboxes, 56 hours of storage. Not all max capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (requires ShoreTel 8.1 or later)	1	$3,695.00	21%	$2,919.05
Shoretel	600-1065-05	ShoreGear 90BRIV - 1U half width. 90 IP phones, 4 Analog exts, 4 BRI trunks (8 channels), 90 mailboxes, 56 hours of storage. Not all max capacities can be reached at the same time. Requires one Tray (SKU 10223) for every two units. (8.1 or later)	1	$3,995.00	21%	$3,156.05
		ShorePhone Telephones				

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
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Shoretel	630-1007-07	ShorePhone IP560 - Silver	1	$349.00	21%	$275.71
Shoretel	630-1011-07	ShorePhone IP560 - Black	1	$349.00	21%	$275.71
Shoretel	630-1022-03	ShorePhone BB24 - Silver (requires ShoreTel 6 or later)	1	$299.00	21%	$236.21
Shoretel	630-1023-03	ShorePhone BB24 - Black (requires ShoreTel 6)	1	$299.00	21%	$236.21
Shoretel	630-1025-03	ShorePhone IP110 - Black (requires ShoreTel 6 or later)	1	$149.00	21%	$117.71
Shoretel	630-1026-03	ShorePhone IP230 - Black (6.1 or later)	1	$259.00	21%	$204.61
Shoretel	630-1027-03	ShorePhone IP230 - Silver (6.1 or later)	1	$259.00	21%	$204.61
Shoretel	630-1028-03	ShorePhone IP212k - Black (6.1 or later)	1	$299.00	21%	$236.21
Shoretel	630-1029-03	ShorePhone IP212k - Silver (6.1 or later)	1	$299.00	21%	$236.21
Shoretel	630-1030-02	ShorePhone IP560g - Silver (6.1or later)	1	$429.00	21%	$338.91
Shoretel	630-1031-02	ShorePhone IP560g - Black (6.1 or later)	1	$429.00	21%	$338.91
Shoretel	630-1034-01	ShorePhone IP115 - Silver (7.5 or later)	1	$159.00	21%	$125.61
Shoretel	630-1035-01	ShorePhone IP115 - Black (7.5 or later)	1	$159.00	21%	$125.61
Shoretel	630-1036-01	ShorePhone IP265 - Silver (7.5 or later)	1	$369.00	21%	$291.51
Shoretel	630-1037-01	ShorePhone IP265 - Black (7.5 or later)	1	$369.00	21%	$291.51
Shoretel	630-1038-01	ShorePhone IP565g - Silver (Version 7.5 build 12.13.1328 or later)	1	$599.00	21%	$473.21
Shoretel	630-1039-01	ShorePhone IP565g - Black (Version 7.5 build 12.13.1328 or later)	1	$599.00	21%	$473.21
Shoretel	630-1043-01	ShorePhone IP230g - Silver (8.1 or later)	1	$329.00	21%	$259.91
Shoretel	630-1044-01	ShorePhone IP230g - Black (8.1 or later)	1	$329.00	21%	$259.91
Shoretel	300-1023-01	ShorePhone Power Adapter for Ethernet Speed of 10/100/1000 (min 10 w/o phone order)	1	$35.00	21%	$27.65
Shoretel	620-1091-01	Kit, ShorePhone UK Power Adapter for Ethernet Speed of 10/100/1000 (min 10)	1	$41.00	21%	$32.39
Shoretel	620-1092-01	Kit, ShorePhone EU Power Adapter for Ethernet Speed of 10/100/1000 (min 10)	1	$41.00	21%	$32.39
Shoretel	620-1085-01	ShorePhone IP8000 - Conference Phone, Bundle (Includes 2 SIP Trunk Licenses). For use with ST 7.5 and earlier only.	1	$1,099.00	21%	$868.21
Shoretel	620-1096-01	ShorePhone IP 8000 - Conference Phone, Bundle (Includes 1 SIP Device License). For use with ST 8 only. - for US installations only	1	$1,099.00	21%	$868.21
Shoretel	630-1048-01	ShorePhone ST230GSA - Black, TAA	1	$419.00	21%	$331.01
Shoretel	630-1049-01	ShorePhone ST265GSA - Black, TAA	1	$569.00	21%	$449.51

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
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Shoretel	620-1142-01	ShorePhone IP265 Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$569.00	21%	$449.51
Shoretel	620-1159-01	ShorePhone IP265 Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$569.00	21%	$449.51
Shoretel	620-1160-01	ShorePhone IP115 Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$359.00	21%	$283.61
Shoretel	620-1161-01	ShorePhone IP115 Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$359.00	21%	$283.61
Shoretel	620-1162-01	ShorePhone IP212K Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$499.00	21%	$394.21
Shoretel	620-1163-01	ShorePhone IP212K Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$499.00	21%	$394.21
Shoretel	620-1164-01	ShorePhone IP230 Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$459.00	21%	$362.61
Shoretel	620-1165-01	ShorePhone IP230 Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$459.00	21%	$362.61
Shoretel	620-1166-01	ShorePhone IP230g Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$529.00	21%	$417.91
Shoretel	620-1167-01	ShorePhone IP230g Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$529.00	21%	$417.91
Shoretel	620-1168-01	ShorePhone IP560 Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$549.00	21%	$433.71
Shoretel	620-1169-01	ShorePhone IP560 Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$549.00	21%	$433.71
Shoretel	620-1170-01	ShorePhone IP560g Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$629.00	21%	$496.91
Shoretel	620-1171-01	ShorePhone IP560g Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$629.00	21%	$496.91
Shoretel	620-1172-01	ShorePhone IP565g Black, Bundled with Extension and Mailbox License - GSA Bundle	1	$799.00	21%	$631.21
Shoretel	620-1173-01	ShorePhone IP565g Silver, Bundled with Extension and Mailbox License - GSA Bundle	1	$799.00	21%	$631.21
Shoretel	620-1087-02	Kit, ShorePhone AUS/NZ Power Adapter for Ethernet Speed of 10/100/1000 (min 10)	1	$41.00	21%	$32.39
		ShorePhone Telephone Promotions				
Shoretel	650-1049-01	ShorePhone 565g Bundle. (Requires purchase of VPN Concentrator Model 4500, SKU 60029)	1	$1,845.00	21%	$1,457.55
		ShoreTel User Documentation				

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Shoretel	840-1000-02	ShoreTel Voice Mail Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1005-03	ShoreTel 110 IP Phone Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1006-02	ShoreTel 110 IP Phone User Guide, Doc. Pack, Qty 25	1	$125.00	21%	$98.75
Shoretel	840-1007-03	ShoreTel 212k IP Phone Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1008-02	ShoreTel 212k IP Phone User Guide, Doc. Pack, Qty 25	1	$125.00	21%	$98.75
Shoretel	840-1011-02	ShoreTel 560/560G IP Phone Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1012-03	ShoreTel 530/560/560G IP Phone User Guide, Doc. Pack, Qty 25	1	$125.00	21%	$98.75
Shoretel	840-1013-02	ShoreTel 115 IP Phone Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1014-02	ShoreTel 115 IP Phone User Guide, Doc. Pack, Qty 25	1	$125.00	21%	$98.75
Shoretel	840-1015-02	ShoreTel 265 IP Phone Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1016-02	ShoreTel 265 IP Phone User Guide, Doc. Pack, Qty 25	1	$125.00	21%	$98.75
Shoretel	840-1017-02	ShoreTel 565G IP Phone Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1018-02	ShoreTel 565G IP Phone User Guide, Doc. Pack, Qty 25	1	$125.00	21%	$98.75
Shoretel	840-1019-02	ShoreTel 230/230G IP Phone Quick Reference, Doc. Pack, Qty 25	1	$10.00	21%	$7.90
Shoretel	840-1020-02	ShoreTel 230/230G IP Phone User Guide, Doc. Pack, Qty 25	1	$125.00	21%	$98.75
		ShoreWare Application Server				
Shoretel	615-1008-01	ShoreWare Emergency Notification, 5 or fewer	1	$2,000.00	21%	$1,580.00
Shoretel	615-1009-01	ShoreWare Emergency Notification, 6 or more	1	$5,000.00	21%	$3,950.00
Shoretel	615-1010-01	ShoreTel Call Router Application - System-wide Caller ID and DNIS based routing with web-based Administration	1	$3,125.00	21%	$2,468.75
Shoretel	610-1064-01	Distributed Voice Services License	1	$995.00	21%	$786.05
Shoretel	610-1149-01	ShoreTel 9.1 Software (General Release)	1		21%	
Shoretel	690-1014-01	Softphone License (7.5 and earlier versions)	1	$150.00	21%	$118.50
Shoretel	690-1047-01	Extension & Mailbox License	1	$200.00	21%	$158.00
Shoretel	690-1051-01	Extension-only License (requires ShoreTel 5.2 or higher)	1	$140.00	21%	$110.60
Shoretel	690-1052-01	Mailbox-only License (requires ShoreTel 5.2 or higher)	1	$90.00	21%	$71.10
Shoretel	690-1053-01	Add'l Language License (requires ShoreTel 5.2 or higher)	1	$995.00	21%	$786.05
Shoretel	690-1054-01	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge you must upgrade it to Release 5.6)	1	$50.00	21%	$39.50

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Shoretel	690-1058-01	Additional Site License	1	$495.00	21%	$391.05
Shoretel	690-1068-01	ShoreWare Remote Web Reporting License (License to enable generation of CDR reports via the web at remote locations)	1	$2,695.00	21%	$2,129.05
Shoretel	690-1064-01	ShoreTel TAPI Application Server License (License to allow control of use of TAPI applications with ShoreTel system)	1	$495.00	21%	$391.05
Shoretel	610-1141-01	ShoreWare CSTA Server Software	1		21%	
Shoretel	620-1053-06	Branch Office Solution (DVS License + Site License + Server) - Server supports up to 100 users	1	$1,995.00	21%	$1,576.05
		ShoreWare Client Software Promotions				
Shoretel	650-1039-01	ShoreWare Professional Call Manager Demo (requires ShoreTel 8 or later in the US, requires ShoreTel 8.1 internationally; includes Contact Viewer, SoftPhone and Video) - not for resale. For internal use only.	1	$20.00	21%	$15.80
Shoretel	650-1048-01	ShoreWare Mobile Solutions Software Bundle	1	$90.00	21%	$71.10
		ShoreWare Client Software				
Shoretel	610-1017-01	Personal Call Manager (ShoreTel 7.5)	1			
Shoretel	690-1013-01	License, Ext Only (Conference Bridge)	1			
Shoretel	690-1110-01	Mobile Call Manager License (requires ShoreTel 7.5 or later)	1	$95.00	21%	$75.05
Shoretel	610-1115-01	ShoreWare Professional Call Manager (requires ShoreTel 8 or later; includes Contact Viewer, SoftPhone and Video)	1	$80.00	21%	$63.20
Shoretel	690-1112-01	SIP Device License (License to allow a SIP device to register with ShoreTel system. SIP devices also require SKU 30035 or 30039 to operate) - for US installations only	1	$30.00	21%	$23.70
Shoretel	690-1122-01	SIP Trunk to SIP Device Conversion License (Converts a self-audited SIP Trunk License acquired with ST7.5 or earlier to a single keyed SIP Device License for use with ST8. Requires proof of ownership of SIP Trunk License.)	1			
Shoretel	690-1067-01	ShoreWare CSTA User License - For activating a CSTA monitor extension, per user. Microsoft Office Communicator Remote Call Control. Requires CSTA Server Software (SKU 30066) & implementation service SKU RCC integration for OCS (SKU 93187 / 93188).	1	$80.00	21%	$63.20

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Shoretel	690-1147-01	Evaluation Licence, Microsoft Integration - Valid 60 days - CSTA monitor extension, per user. Microsoft Office Communicator Remote Call. Requires CSTA Server Software (SKU 30066) & implementation service SKU RCC integration for OCS (SKU 93187 / 93188).	1	$0.00	21%	$0.00
Shoretel	610-1004-02	Operator Call Manager (ShoreTel 7.5)	1	$595.00	21%	$470.05
Shoretel	610-1010-01	Agent Call Manager (ShoreTel 7.5)	1	$295.00	21%	$233.05
Shoretel	610-1018-01	Supervisor Call Manager (ShoreTel 7.5)	1	$595.00	21%	$470.05
Shoretel	610-1121-01	ShoreWare Personal Call Manager (requires ShoreTel 8 or later)	1	$0.00	21%	$0.00
Shoretel	610-1122-01	ShoreWare Operator Call Manager (requires ShoreTel 8 or later; includes Contact Viewer, SoftPhone and Video)	1	$595.00	21%	$470.05
Shoretel	610-1123-01	ShoreWare Agent Call Manager (requires ShoreTel 8 or later; includes SoftPhone)	1	$295.00	21%	$233.05
Shoretel	610-1124-01	ShoreWare Supervisor Call Manager (requires ShoreTel 8 or later; includes SoftPhone)	1	$595.00	21%	$470.05
Shoretel	690-1139-01	High Resolution Video License, 1024x768 (requires ShoreTel 8.1)	1	$695.00	21%	$549.05
Shoretel	610-1104-01	SALESFORCE.COM Call Center Adaptor Software	1	$165.00	21%	$130.35
Shoretel	610-1105-01	SALESFORCE.COM Call Center Adaptor Software (Upgrade)	1	$50.00	21%	$39.50
Shoretel	851-1167-01	ShoreTel Netsuite CRM Integration Software	1	$165.00	21%	$130.35
Shoretel	610-1119-01	ShoreTel Microsoft Dynamics CRM Integration	1	$165.00	21%	$130.35
Shoretel	851-1151-01	ShoreTel Web Dialer	1	$65.00	21%	$51.35
		Conference Bridge				
Shoretel	640-1020-04	Converged Conferencing, 12 Audio Conferencing Ports, IM Server (Software and Hardware)	1	$9,300.00	21%	$7,347.00
Shoretel	640-1022-01	Add-on, Audio Conferencing SW (12 Ports)	1	$7,000.00	21%	$5,530.00
Shoretel	640-1023-01	Add-on, Audio & Web Conferencing SW (12 Ports)	1	$9,000.00	21%	$7,110.00
Shoretel	640-1024-01	Base, Converged Conferencing Upgrade, 1st 12 Web Ports (requires Conf Bridge Release 7.1)	1	$6,000.00	21%	$4,740.00
Shoretel	640-1026-01	Upgrade, 12 Document Ports to Application Sharing	1	$2,500.00	21%	$1,975.00
Shoretel	640-1028-01	Add-On, Audio & Documents CONF SW W/12P	1	$14,400.00	21%	$11,376.00
Shoretel	640-1021-04	Converged Conferencing, 12 Audio & Web Conferencing Ports, IM Server (Software and Hardware)	1	$15,300.00	21%	$12,087.00
Shoretel	640-1025-01	Base, Conference Bridge Upgrade, Additional 12 Web Ports	1	$7,000.00	21%	$5,530.00

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		Partner Support				
Shoretel	851-1227-01	ShoreCare Partner Support (1 Year, SW Only)	1	$1.00	10%	$0.90
Shoretel	851-1230-01	ShoreCare Partner Support (3 Year, SW Only)	1	$1.00	10%	$0.90
Shoretel	851-1233-01	ShoreCare Partner Support (5 Year, SW Only)	1	$1.00	10%	$0.90
Shoretel	851-1330-01	ShoreCare Partner Support (1 Year, No Phones) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1333-01	ShoreCare Partner Support (1 Year, Full Coverage) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1331-01	ShoreCare Partner Support (3 Year, No Phones) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1334-01	ShoreCare Partner Support (3 Year, Full Coverage) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1332-01	ShoreCare Partner Support (5 Year, No Phones) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1335-01	ShoreCare Partner Support (5 Year, Full Coverage) Effective 2009/7/1	1	$1.00	10%	$0.90
		ShoreCare Enterprise (Sell through) Support				
Shoretel	851-1206-01	ShoreCare Enterprise (1 Year, SW Only)	1	$1.00	10%	$0.90
Shoretel	851-1209-01	ShoreCare Enterprise (3 Year, SW Only)	1	$1.00	10%	$0.90
Shoretel	851-1212-01	ShoreCare Enterprise (5 Year, SW Only)	1	$1.00	10%	$0.90
Shoretel	851-1306-01	ShoreCare Enterprise (1 Year, No Phones) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1303-01	ShoreCare Enterprise (1 Year, Full Coverage) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1307-01	ShoreCare Enterprise (3 Year, No Phones) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1304-01	ShoreCare Enterprise (3 Year, Full Coverage) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1308-01	ShoreCare Enterprise (5 Year, No Phones) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1305-01	ShoreCare Enterprise (5 Year, Full Coverage) Effective 2009/7/1	1	$1.00	10%	$0.90
Shoretel	851-1309-01	ShoreCare Enterprise (1 Year, No Phones, Next Business Day Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90

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Shoretel	851-1312-01	ShoreCare Enterprise (1 Year, Full Coverage, Next Business Day Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1310-01	ShoreCare Enterprise (3 Year, No Phones, Next Business Day Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1313-01	ShoreCare Enterprise (3 Year, Full Coverage, Next Business Day Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1311-01	ShoreCare Enterprise (5 Year, No Phones, Next Business Day Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1314-01	ShoreCare Enterprise (5 Year, Full Coverage, Next Business Day Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1318-01	ShoreCare Enterprise (1 Year, No Phones, 4hr Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1315-01	ShoreCare Enterprise (1 Year, Full Coverage, 4hr Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1319-01	ShoreCare Enterprise (3 Year, No Phones, 4hr Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90

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Shoretel	851-1316-01	ShoreCare Enterprise (3 Year, Full Coverage, 4hr Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1320-01	ShoreCare Enterprise (5 Year, No Phones, 4hr Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
Shoretel	851-1317-01	ShoreCare Enterprise (5 Year, Full Coverage, 4hr Onsite Switch Replacement) Effective 2009/7/1. Allow 30 days from confirmation of the purchase order for contract activation in the U.S. and 60 days in countries outside of the U.S.	1	$1.00	10%	$0.90
		Out of Warranty / Expired Support				
Shoretel	830-1000-01	ShoreGear Switch Re-certification Fee	1	$750.00	10%	$675.00
Shoretel	851-1111-01	ShoreGear Switch Repair	1	$750.00	10%	$675.00
		Voice Over IP Network Evaluation (Required for Multi-site Implementations)				
Shoretel	851-1079-01	Analysis - 3-10 sites (per test agent)	1	$150.00	10%	$135.00
Shoretel	851-1080-01	Analysis - 11-20 sites (per test agent)	1	$100.00	10%	$90.00
Shoretel	851-1068-01	Network Design Service (per hour)	1	$250.00	10%	$225.00
Shoretel	851-1110-01	Analysis - 1st 2 sites & Project Report	1	$1,500.00	10%	$1,350.00
		Implementation Services				
Shoretel	851-1302-01	Converged Conferencing 5.6 to 7.1 Upgrade Service with data preservation.	1	$1,800.00	10%	$1,620.00
Shoretel	851-1337-01	Enterprise Advanced Queue Access 1 year - First Engineer	1	$18,000.00	10%	$16,200.00
Shoretel	851-1338-01	Enterprise Advanced Queue Access 1 year - Additional Engineer	1	$6,000.00	10%	$5,400.00
Shoretel	851-1339-01	Post Install Onsite Service for up to 4 hours during M-F 8am to 5pm	1	$1,000.00	10%	$900.00
Shoretel	851-1340-01	Post Install Onsite Service for up to 8 hours during M-F 8am to 5pm	1	$1,800.00	10%	$1,620.00
Shoretel	851-1341-01	Post Install Onsite Service for up to 4 hours after hours except Sundays and Holidays	1	$1,500.00	10%	$1,350.00
Shoretel	851-1342-01	Post Install Onsite Service for up to 8 hours after hours except Sundays and Holidays	1	$2,700.00	10%	$2,430.00
Shoretel	851-1343-01	Post Install Onsite Service for up to 4 hours during Sundays and Holidays	1	$2,000.00	10%	$1,800.00

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Shoretel	851-1344-01	Post Install Onsite Service for up to 8 hours during Sundays and Holidays	1	$3,600.00	10%	$3,240.00
Shoretel	851-1022-01	IPBX Implementation Full Day - Travel and Expenses are not included	1	$1,800.00	10%	$1,620.00
Shoretel	851-1039-01	IPBX Implementation One Half Day - Half Day Rate - Travel and Expenses are not included	1	$1,000.00	10%	$900.00
Shoretel	851-1090-01	Contact Center Implementation Full Day - Travel and Expenses are not included	1	$1,800.00	10%	$1,620.00
Shoretel	851-1112-01	Implementation Service Hourly (addition to Half day) - Travel and Expenses are not included	1	$250.00	10%	$225.00
Shoretel	851-1115-01	ShoreTel Conference Bridge Implementation Full Day - Travel and Expenses are not included	1	$1,800.00	10%	$1,620.00
Shoretel	851-1118-01	Contact Center Implementation Half Day - Travel and Expenses are not included	1	$1,000.00	10%	$900.00
Shoretel	851-1119-01	ECC Implementation SOW	1	$0.00	10%	$0.00
Shoretel	851-1246-01	Remote Partner Assist Service (Business Hours) - Time and Materials - Hourly Rate (Two hours minimum, 8:00AM-5:00PM Monday - Friday)	1	$225.00	10%	$202.50
Shoretel	851-1247-01	Remote Partner Assist Service (Evening Hours and Saturday) - Time and Materials - Hourly Rate (Two hours minimum, 5:01PM-7:59AM Monday - Friday and all day Saturday)	1	$337.50	10%	$303.75
Shoretel	851-1248-01	Remote Partner Assist Service (Holiday and Sunday) - Time and Materials - Hourly Rate (Two hours minimum, Holidays and Sunday)	1	$450.00	10%	$405.00
Shoretel	851-1249-01	Project Technical Account Manager - Time and Materials - Full Day Rate (Five days minimum, 8:00AM-5:00PM Monday - Friday, Travel and Expense extra)	1	$1,800.00	10%	$1,620.00
Shoretel	851-1300-01	Remote Call Control Integration with OCS Full Day - Full day implementation services for integrating ShoreTel with OCS using ShoreWare CSTA server	1	$2,200.00	10%	$1,980.00
Shoretel	851-1301-01	Remote Call Control Integration with OCS Half Day - Half day implementation services for integrating ShoreTel with OCS using ShoreWare CSTA server	1	$1,100.00	10%	$990.00
		Professional Services				
Shoretel	615-1003-01	ShoreWare Workgroup Monitor Application - Realtime performance monitor for ShoreTel Workgroups, including graphical views	1	$3,375.00	10%	$3,037.50

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Shoretel	615-1004-01	Workgroup Exceptional/Abandoned Call Report	1	$1,350.00	10%	$1,215.00
Shoretel	615-1005-01	Workgroup Target Service Level Agreement Report	1	$1,350.00	10%	$1,215.00
Shoretel	615-1006-01	Workgroup Agent Daily Login/Logout Report	1	$1,350.00	10%	$1,215.00
Shoretel	615-1007-01	Bundled Report, Includes Abandoned Call, Target SLA, and Agent Daily Login/Logout Reports	1	$3,375.00	10%	$3,037.50
Shoretel	650-1045-02	Bundle of three Enhanced ShoreWare Workgroup Reports (Abandoned Call, Target SLA, and Agent Daily Login/Logout) and ShoreWare Workgroup Monitor Application (Realtime performance monitor for ShoreTel Workgroups)	1	$6,750.00	10%	$6,075.00
Shoretel	851-1074-01	Professional Services Custom Software (NOTE: Due to inherent variability in delivery timeframe, custom software must be submitted on a separate order and can not be combined in a single order with other products)	1			
		Developer Network				
Shoretel	615-1000-01	SW Developer, 1 Year Membership	1	$995.00	10%	$895.50
Shoretel	615-1001-01	SW Developer, 5 Incidents Support	1	$2,490.00	10%	$2,241.00
Shoretel	615-1002-01	SW Developer, 10 Incidents Support	1	$4,725.00	10%	$4,252.50
		ShoreCare Training (On-site requires T&E as well)				
Shoretel	851-1120-01	Training, WEB CC Advance Report	1	$2,500.00	10%	$2,250.00
Shoretel	851-1035-01	Online Enduser Training - Per student	1	$195.00	10%	$175.50
Shoretel	851-1036-01	Online Enduser Group Training (up to 8 students)	1	$795.00	10%	$715.50
Shoretel	851-1037-01	Online System Admin - per student	1	$595.00	10%	$535.50
Shoretel	851-1038-01	Online System Admin Group Training (up to 6 students)	1	$1,600.00	10%	$1,440.00
Shoretel	851-1040-01	Personal Call Manager-Onsite Training/Day plus T&E (up to 80 students)	1	$2,500.00	10%	$2,250.00
Shoretel	851-1041-01	Onsite Sys Admin Training (2 sessions of 8 students)	1	$2,500.00	10%	$2,250.00
Shoretel	851-1042-01	Implementing the ShoreTel IP System (5 days at ShoreTel, per student)	1	$2,500.00	10%	$2,250.00
Shoretel	851-1043-01	Implementing the ShoreTel IP System class (5 days onsite, per student)	1	$2,800.00	10%	$2,520.00
Shoretel	851-1051-01	Online System Admin Train-the-Trainer Training	1	$1,500.00	10%	$1,350.00
Shoretel	851-1054-01	Onsite Train-the-Trainer Training (Enduser or System Admin, per student)	1	$2,500.00	10%	$2,250.00
Shoretel	851-1055-01	Custom Training (per Statement of Work)	1	$0.00	10%	$0.00

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Shoretel	851-1085-01	CC Sys Admin Online Training / Student	1	$395.00	10%	$355.50
Shoretel	851-1087-01	CC Supervisor Online Training / Student	1	$195.00	10%	$175.50
Shoretel	851-1088-01	CC Agent Online Training / Student	1	$99.00	10%	$89.10
Shoretel	851-1089-01	Implementing the ShoreTel CC Training	1	$2,500.00	10%	$2,250.00
Shoretel	851-1106-01	CC Supervisor Onsite Training (12 students)	1	$4,000.00	10%	$3,600.00
Shoretel	851-1107-01	CC Agent-Onsite (per Day plus T&E, up to 120 students)	1	$2,500.00	10%	$2,250.00
Shoretel	851-1108-01	CC Sys Admin Onsite Training (12 students)	1	$2,500.00	10%	$2,250.00
Shoretel	851-1093-01	Advanced System and Maintenance (4 days at ShoreTel, per student)	1	$2,500.00	10%	$2,250.00
Shoretel	851-1094-01	Implementing the ShoreTel CC (Onsite)	1	$2,800.00	10%	$2,520.00
Shoretel	851-1095-01	Advanced System and Maintenance (4 days onsite, per student)	1	$2,800.00	10%	$2,520.00
Shoretel	851-1104-01	Implementing the ShoreTel IP System Course Final Exam	1	$495.00	10%	$445.50
Shoretel	851-1105-01	Certification, ShoreTel Sales Training	1	$1,495.00	10%	$1,345.50
		Small Business Edition				
Shoretel	620-1034-01	Sm. Business Edition Upgrade to Enterprise Edition	1	$2,995.00	21%	$2,366.05
Shoretel	620-1038-06	Sm. Business Edition Server (Dell OptiPlex 360 Minitower, CPU: Celeron E1400/2.0GHz, Mem: 2GB, HD: 80GB)	1	$1,500.00	21%	$1,185.00
Shoretel	851-1114-01	Online Training, Sm. Business Edition	1	$999.00	21%	$789.21
Shoretel	620-1047-01	Sm. Business Edition Recovery CD, Dell SC430 Ver 01 (not for resale)	1	$25.00	21%	$19.75
Shoretel	620-1052-01	Sm. Business Edition Recovery CD, Optiplex 170L Ver 01 (not for resale)	1	$25.00	21%	$19.75
Shoretel	620-1054-01	Kit, SBE Recovery DVD OPT210L VER01	1	$25.00	21%	$19.75
Shoretel	620-1066-01	Kit, SBE Recovery DVD OPT320 VER01	1	$25.00	21%	$19.75
Shoretel	620-1095-01	Kit, SBE Recovery DVD OPT330 VER01	1	$25.00	21%	$19.75
Shoretel	620-1209-01	Kit, SBE Recovery DVD OPT360N VER01	1	$25.00	21%	$19.75
Shoretel	650-1042-03	Sm. Business Edition, Analog Trunking w/ShoreGear 90 and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 90, 1-Operator call manger lic, 21-ProCM lic, 20-ext & MB lic, 1-ext only lic	1	$3,995.00	21%	$3,156.05
Shoretel	650-1043-04	Sm. Business Edition, TI Trunking w/ShoreGear 220T1A and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 220T1A, 1-Operator call manager lic, 26-ProCM lic, 25-ext & MB lic, 1-ext only lic	1	$4,995.00	21%	$3,946.05

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
ShoreTel, Inc., Vendor ID 17704435688, offers ShoreTel hardware and accessories to Texas governmental entities at discounted prices through DIR's Go DIRect Program.

Shoretel	650-1044-03	Sm. Business Edition, BRI Trunking w/ShoreGear 90BRI and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 90BRI, 1-Operator call manger lic, 21-ProCM lic, 20-ext & MB lic, 1-ext only lic	1	$4,495.00	21%	$3,551.05
Shoretel	620-1210-01	Sm. Business Edition w/ShoreGear 50 and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 50, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$3,495.00	21%	$2,761.05
Shoretel	620-1211-01	Sm. Business Edition w/ShoreGear 50, no server (requires ShoreTel 9.1). SBE Bundle containing, SG 50, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$2,995.00	21%	$2,366.05
Shoretel	620-1212-01	Sm. Business Edition w/ShoreGear 90 and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 90, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$4,495.00	21%	$3,551.05
Shoretel	620-1213-01	Sm. Business Edition w/ShoreGear 90, no server (requires ShoreTel 9.1). SBE Bundle containing, SG 90, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$3,995.00	21%	$3,156.05
Shoretel	620-1214-01	Sm. Business Edition w/ShoreGear 90BRI and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 90BRI, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$4,995.00	21%	$3,946.05
Shoretel	620-1215-01	Sm. Business Edition w/ShoreGear 90BRI, no server (requires ShoreTel 9.1). SBE Bundle containing, SG 90BRI, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$4,495.00	21%	$3,551.05
Shoretel	620-1216-01	Sm. Business Edition w/ShoreGear 30 and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 30, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$3,095.00	21%	$2,445.05
Shoretel	620-1217-01	Sm. Business Edition w/ShoreGear 30, no server (requires ShoreTel 9.1). SBE Bundle containing, SG 30, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$2,595.00	21%	$2,050.05
Shoretel	620-1218-02	Sm. Business Edition w/ShoreGear 30BRI and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 30BRI, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$3,095.00	21%	$2,445.05
Shoretel	620-1219-02	Sm. Business Edition w/ShoreGear 30BRI, no server (requires ShoreTel 9.1). SBE Bundle containing, SG 30BRI, 1-Operator call manger lic, 11-PCM lic, 10-ext & MB lic, 1-ext only lic	1	$2,595.00	21%	$2,050.05

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
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Shoretel	650-1046-01	Sm. Business Edition, EI Trunking w/ShoreGear 90, ShoreGear E1K and Server (requires ShoreTel 9.1). SBE Bundle containing, SG 90, SG E1k, 1-Operator call manager lic, 26-ProCM lic, 25-ext & MB lic, 1-ext only lic	1	$5,495.00	21%	$4,341.05
		Contact Center				
Shoretel	690-1023-01	LICENSE, ECC INBOUND 5 VOICE - 5 concurrent agent and 5 concurrent IVR Port licenses. Incremental licenses over ECC base 10 package.	1	$7,500.00	21%	$5,925.00
Shoretel	690-1024-01	LICENSE, ECC OUTBOUND VOICE 5 -5 concurrent agent licenses for outbound campaigns. Add on to inbound voice licenses. Consumed once an agent logs to a outbound group. IVR ports not included.	1	$2,000.00	21%	$1,580.00
Shoretel	690-1025-01	LICENSES, ECC 5 EMAIL - 5 concurrent agent licenses for emails. Add on to inbound voice license. License consumed everytime an agent logs into a email group.	1	$2,000.00	21%	$1,580.00
Shoretel	690-1026-01	LICENSES, ECC 5 WEB - 5 concurrent agent licenses for web chat, co-browsing and web callbacks. Add on to inbound voice licenses. Consumed everytime an agent logs into a chat group.	1	$2,000.00	21%	$1,580.00
Shoretel	640-1015-03	CC Base 10 Package- Includes 10 concurrent voice Lic (also used for scheduled/abandoned callback), 1 Super Admin Lic. 256 IVR ports included can only be used for queuing calls / playing announcements. 1 Base Package is needed per server.	1	$5,462.00	21%	$4,314.98
Shoretel	690-1028-01	LICENSE, CC INBOUND 5 VOICE - 5 concurrent agent licenses for inbound voice calls. Incremental licenses over the CC base 10 package which include 10 agent licenses.	1	$2,500.00	21%	$1,975.00
Shoretel	690-1031-01	LICENSE, CC AGENT BOARD OPTION - Capability for Supervisors to send messages, real time statistical information to agent PC's. One license is required per system. Only required for CC edition.	1	$500.00	21%	$395.00
Shoretel	690-1032-01	LICENSE, CC WALL BOARD OPTION - Enables Supervisors to send messages, statistical information to external wallboards (not included). One license required per system. Only required for CC edition.	1	$500.00	21%	$395.00

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
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Shoretel	690-1035-01	LICENSE, CC FORMULA EDITOR OPTION - Enables capability for special formulas to be created in the historical reporting application. One license required per system. Only required for CC edition.	1	$500.00	21%	$395.00
Shoretel	690-1036-01	LICENSE, CC WORK FORCE MGMT CONN - Capability for connecting to a WFM appl like Blue Pumpkin for exporting historical reporting information. One license required per system. Only required for CC edition.	1	$500.00	21%	$395.00
Shoretel	640-1016-03	ECC BASE 10 PACKAGE - Includes server software, 10 concurrent Agent lic for inbound voice, 10 concurrent IVR Ports, 1 Supervisor Admin, Wall board,Agent board and Forumula Editor lic for the whole system. 1 Base Package is needed per server.	1	$15,462.00	21%	$12,214.98
Shoretel	690-1048-01	LICENSE, CC SERVER UPGRADE - Upgrade a CC Base 10 Package license to an ECC Base 10 Package	1	$10,000.00	21%	$7,900.00
Shoretel	690-1049-01	LICENSE, CC AGENT UPGRADE - Upgrade a CC 5 inbound license to an ECC 5 inbound license	1	$5,000.00	21%	$3,950.00
Shoretel	690-1050-01	LICENSE, 5 IVR PORTS - 5 IVR port license. incremental licenses over either the ECC Base 10 Package/ECC Base 10 IVR Package	1	$1,000.00	21%	$790.00
Shoretel	640-1027-01	ECC Base 10 IVR PKG - Needed only for stand alone IVRself service applications. Includes server software, 10 concurrent IVR ports. Only one Base Package is needed per server. No agents can be assigned to or used by this IVR server.	1	$11,462.00	21%	$9,054.98
Shoretel	690-1061-01	UPGRADE TO FULL ECC SUPERVISOR - Upgrade a Supervisor Monitor only license to a full Supervisor Administrator license	1	$2,892.00	21%	$2,284.68
Shoretel	690-1117-01	ShoreTel Contact Center TAPI App Server License - Allows use of Contact Center TAPI apps with ST system. Needed if the app is on distributed servers for each additional server other than the primary saerver.	1	$495.00	21%	$391.05
Shoretel	690-1145-01	CC-ECC Redundant Server License 5 - (Not for use with CC-ECC 4.66) - License for the redundant or warm standby CC/ECC server. Will be configured with the same licenses as the primary server. Includes a server dongle and the TAPI App Server Lic.	1	$6,500.00	21%	$5,135.00

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
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Shoretel	690-1149-01	LICENSE,CC/ECC SUPERVISOR 5.0 - (Not for use with CC-ECC 4.66) - Access real time status, skill set management, access/administer historical reports, call flows, wallboards and agent boards.	1	$4,731.00	21%	$3,737.49
Shoretel	690-1150-01	LIC, CC/ECC SPVSR 5.0 (MONITOR ONLY) - (Not for use with CC-ECC 4.66) - Access real time information, control agent activities.	1	$1,838.00	21%	$1,452.02
Shoretel	600-1055-01	ST Reseller CC Demo & Training Kit (not for resale). Full ECC In-house Demo System - limit one per reseller (5-inbound/outbound/chat/email, 1 SupAdmin lic). Only for partners, not for customers.	1	$3,000.00	21%	$2,370.00
		Other Equipment				
Shoretel	620-1046-01	Rack Mount Ears (10 pairs, 8 screws per pair)	1	$150.00	21%	$118.50
Shoretel	330-1037-01	Harmonica for ShoreGear 40/8	1	$43.00	21%	$33.97
Shoretel	180-1027-01	EU ShoreGear Power Cord	1			
Shoretel	180-1082-01	UK ShoreGear Power Cord	1			
Shoretel	310-1008-01	Handset, IP Phone	1	$27.00	21%	$21.33
Shoretel	620-1026-04	IP560 (S2/S6) Wall Mount Kit	1	$12.25	21%	$9.68
Shoretel	600-1051-19	ShoreTel Reseller Rolling Demo System (North America) utilizing the ST9.x ShoreWare	1	$5,495.00	21%	$4,341.05
Shoretel	600-1050-19	ShoreTel Reseller Rolling Demo System (EMEA) utilizing the ST9.x ShoreWare	1	$5,495.00	21%	$4,341.05
Shoretel	600-1049-19	ShoreTel Reseller Rolling Demo System (APAC) utilizing the ST9.x ShoreWare	1	$5,495.00	21%	$4,341.05
Shoretel	620-1027-03	IP110 / IP115 / BB24 Wall Mount Kit	1	$13.00	21%	$10.27
Shoretel	620-1028-04	IP212K/230/265 Wall Mount Kit	1	$13.00	21%	$10.27
Shoretel	370-1026-01	Demo Kit Soft Bag (stand alone)	1	$395.00	21%	$312.05
Shoretel	600-1085-01	ShoreTel Reseller Rolling Demo System (ALT) utilizing the ST9.x ShoreWare. For Mexico only.	1	$5,495.00	21%	$4,341.05
Shoretel	690-1134-01	VPN Concentrator Add-on licenses : Qty 5. For Model 4500 / 5300 Concentrators	1	$600.00	21%	$474.00
Shoretel	690-1135-01	VPN Concentrator Add-on licenses : Qty 10. For Model 5300 Concentrator only	1	$1,000.00	21%	$790.00
Shoretel	690-1136-01	VPN Concentrator Add-on licenses : Qty 25. For Model 5300 Concentrator only	1	$2,300.00	21%	$1,817.00
Shoretel	614-1035-01	VPN Concentrator Model 4500 , Bundle (Includes Licenses for 5 connections). For use with ST 8.1 or later only	1	$2,495.00	21%	$1,971.05

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
ShoreTel, Inc., Vendor ID 17704435688, offers ShoreTel hardware and accessories to Texas governmental entities at discounted prices through DIR's Go DIRect Program.

Shoretel	620-1104-01	VPN Concentrator Model 4500 , Bundle (Includes Licenses for 10 connections). For use with ST 8.1 or later only	1	$2,995.00	21%	$2,366.05
Shoretel	614-1034-01	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 10 connections). For use with ST 8.1 or later only	1	$4,995.00	21%	$3,946.05
Shoretel	620-1106-01	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 25 connections). For use with ST 8.1 or later only	1	$5,995.00	21%	$4,736.05
Shoretel	620-1107-01	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 50 connections). For use with ST 8.1 or later only	1	$7,995.00	21%	$6,316.05
Shoretel	620-1108-01	VPN Concentrator Model 5300 , Bundle (Includes Licenses for 100 connections). For use with ST 8.1 or later only	1	$9,995.00	21%	$7,896.05
Shoretel	620-1112-01	DMI-4 PBX Link	1	$1,428.00	21%	$1,128.12
Shoretel	620-1113-02	DMI-4+ PBX Link	1	$1,428.00	21%	$1,128.12
Shoretel	620-1114-01	PBX Link 48	1	$3,995.00	21%	$3,156.05
Shoretel	620-1118-01	Demo Kit AOpen Server with WIN2K3 Server License. Requires one of the following: (SKU# 60068 or SKU# 60069 or SKU# 60070)	1	$1,495.00	21%	$1,181.05
Shoretel	620-1119-01	Kit, Analog Harmonica & Telco 25PR (FF) Cable For ShoreGear 120/24, 30, 50, 90, 220T1A, and 24A Switches	1	$99.00	21%	$78.21
Shoretel	610-1137-02	USB Flash Drive, recovery images for Asus M1A-F1, Dell D630 and Aopen Server on Demo System. (AMER)	1	$85.00	21%	$67.15
Shoretel	620-1204-01	Demo System Software Upgrade Bundle, ST9.x. (Americas) Includes USB Flash Drives for all hardware platforms (ie. D630, D520, ASUS, & AOPEN Server), ECC Dongle - 3AGT/1SUP, and MS Office Std. 2007.	1	$495.00	21%	$391.05
Shoretel	620-1207-01	Upgrade Bundle for D520 to ST 9.x Demo Kit. Requires one of the corresponding 16 GB Recovery Flash Drives: APAC (Asia/Pacific) SKU# 60069; EMEA (Europe, Middle East & African) SKU# 60070; Americas (North, Central & South American) SKU# 60068	1	$2,995.00	21%	$2,366.05
Shoretel	620-1208-01	Upgrade Bundle for D510 to ST 9.x Demo Kit. Requires one of the corresponding 16 GB Recovery Flash Drives: APAC (Asia/Pacific) SKU# 60069; EMEA (Europe, Middle East & African) SKU# 60070; Americas (North, Central & South American) SKU# 60068	1	$3,995.00	21%	$3,156.05
Shoretel	260-1168-01	Overlay, IP212 Slv, Fch-Can (25PK)	1	$22.00	21%	$17.38
Shoretel	260-1171-01	Overlay, IP212 Blk, Fch-Can (25PK)	1	$22.00	21%	$17.38
Shoretel	260-1172-01	Overlay, IP230/560 Slv, Fch-Can (25PK)	1	$22.00	21%	$17.38

ShoreTel State of Texas DIR-SDD-1603 Contract Pricing
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Shoretel	260-1173-01	Overlay, IP230/560 Blk, Fch-Can (25PK)	1	$22.00	21%	$17.38
Shoretel	260-1174-01	Overlay, IP110 Slv, Fch-Can (25PK)	1	$22.00	21%	$17.38
Shoretel	260-1175-01	Overlay, IP110 Blk, Fch-Can (25PK)	1	$22.00	21%	$17.38
Shoretel	260-1176-01	Overlay, IP212 Blk, German (25PK)	1	$35.00	21%	$27.65
Shoretel	260-1177-01	Overlay, IP212 Slv, German (25PK)	1	$35.00	21%	$27.65
Shoretel	260-1178-01	Overlay, IP110/115 Blk, German (25PK)	1	$35.00	21%	$27.65
Shoretel	260-1179-01	Overlay, IP110/115 Slv, German (25PK)	1	$35.00	21%	$27.65
Shoretel	260-1180-01	Overlay, IP230 Blk, German (25PK)	1	$35.00	21%	$27.65
Shoretel	260-1181-01	Overlay, IP230 Slv, German (25PK)	1	$35.00	21%	$27.65
Shoretel	260-1182-01	Overlay, IP560 Slv, German (25PK)	1	$35.00	21%	$27.65
Shoretel	260-1183-01	Overlay, IP560 Blk, German (25PK)	1	$35.00	21%	$27.65
Shoretel	614-1051-01	SIPARATOR 19, Bundle (Includes SIP trunking module & 5 traversal licences for up to 5 simultaneous SIP trunk calls)	1	$1,600.00	21%	$1,264.00
Shoretel	614-1052-01	SIPARATOR 19, Bundle (Includes SIP trunking module & 25 traversal licences for up to 25 simultaneous SIP trunk calls- T1 equivalent bundle)	1	$2,640.00	21%	$2,085.60
Shoretel	614-1053-01	SIPARATOR 19, Bundle (Includes SIP trunking module & 30 traversal licences for up to 30 simultaneous SIP trunk calls - E1 equivalent bundle)	1	$2,890.00	21%	$2,283.10
Shoretel	614-1054-01	SIPARATOR 50, Bundle (Includes SIP trunking module & 50 traversal licences for up to 50 simultaneous SIP trunk calls - 2 x T1 equivalent bundle)	1	$7,410.00	21%	$5,853.90
Shoretel	614-1055-01	SIPARATOR 50, Bundle (Includes SIP trunking module & 60 traversal licences for up to 60 simultaneous SIP trunk calls - 2 x E1 equivalent bundle)	1	$7,760.00	21%	$6,130.40
Shoretel	614-1056-01	Licence, additional 5 supplementary traversal (or SIP trunk call) to an existing SIPARATOR	1	$350.00	21%	$276.50
Shoretel	600-1045-01	ST Reseller ECC Demo & Training Kit (not for resale). Full ECC In-house Demo System - limit one per reseller (5-inbound/outbound/chat/email, 1 SupAdmin lic). Include 1 seat in the TC-201 class. Only for partners, not for customers.	1	$4,500.00	21%	$3,555.00



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ShoreTel, Inc.

URL Vendor Website
Vendor ID 17704435688
HUB Type Non HUB
E-Rate Qualified

DIR Contract Number DIR-SDD-1603
Contract Term End Date 9/27/2013
Contract Exp Date 9/27/2014

ShoreTel, Inc.
Contact Rusty Atkinson
Phone (512) 551-7232
Fax (408) 962-2845

DIR
Contact Sonja Elizondo
Phone (512) 936-6649
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the ShoreTel, Inc. website or contact Rusty Atkinson at (512) 551-7232. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to ShoreTel, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1603** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

Contract Overview

DIR negotiates pricing for a quantity of one. Customers are encouraged to negotiate additional discounts based on volume.

DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.

Get Adobe Reader

Contract: DIR-SDD-1603

Standard Terms and Conditions PDF - 242 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 733 KB | Updated 09/17/2012
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 87 KB | Updated 09/07/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

Services
Shoretel

Available Products & Services

Networking Equipment
Networking Products and Services
Tele - Network Services
Tele - Telecommunication Equipment
Tele - Telephone Equipment

Additional Contract Information

Amendment 1 (182 KB)
Amendment 2 (103 KB)

< No thanks, return to search

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
A&A Telecom Group, Inc.	1742635064500	Non HUB	Alan Hummon	Phone: (512) 632-8646 Fax: 512-452-5088	3007 Longhorn #102 Austin, TX 78758
ABYX BUSINESS SYSTEMS, INC	1742609212200	Hispanic/Male	Efraim Palacios	Phone: (210) 223-2299 Fax: (210) 223-2770	609 East Dewey Place San Antonio, TX 78212

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
Pathwayz Network Solutions	32039056935	Non HUB	Paul Chapman	Phone: (817) 994-1900 Fax: (817) 994-1900	101 Summit Ave. Ste. 711 Forth Worth, TX 76102
Qwest Communications Company, LLC. dba CenturyLink	1046141739500	Non HUB	Rena Schrader	Phone: 512-338-5770 Fax: 512-338-5709	1801 California Street, Suite 900 Denver, CO 80202
Resilient Intelligent Networks	1205284691700	Non HUB	Chris Barnes	Phone: (972) 571-1339 Fax: 682-831-1255	2650 Fm 407 Suite 145-134 Bartonville, UT 76226
Richline Technical Services	14605204313	Non HUB	Josh Richline	Phone: (361) 882-6297	114 N. Mesquite St. Corpus Christi, TX 78401
Technology Resource Center of America, LLC formerly Telecom Remarketing Corporation of America	1270252574700	Non HUB	Steve Belden	Phone: (800) 587-5650 Fax: (940) 891-1075	2600 Virginia Circle Denton, TX 76209
Total Technologies	1760701718700	Woman Owned	Mike Murphy	Phone: (832) 300-2801 Fax: (281) 448-8580	Address: 600 Kenrick Dr., Suite A-5 Houston, TX 77060
Trillion Partners, Inc.	743067390	Non HUB	Chuck Browning	Phone: (512) 684-1135	9208 Waterford Center Blvd Ste 150 Austin, TX 78758
Verizon Business Network Services, Inc.	1132745892000	Non HUB	Marty Weidenbach	Phone: (979) 219-9827 Fax: (972) 729-5563	22001 Loudoun County Parkway Ashburn, VA 20147
Westron Communications,LLC	1752071070200	Non HUB	Dave Casey	Phone: (972) 546-1441 Fax: (972) 392-9996	2611 Internet Blvd Suite 115 Frisco, TX 75034
Xeta Technologies	1731130045700	Non HUB		Fax: (918) 588-4468	9590 West Maiden Court Vero Beach, FL 32963

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

VENDOR WILL NEED TO COMPLY WITH ONE OF THE FOLLOWING METHODS BELOW (A-D):

A. SUBCONTRACTING ONLY WITH TEXAS CERTIFIED HUB VENDORS

If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ❒ Section 1 – Respondent and Requisition Information (page 2)
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract (page 3)
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors (page 3)
- ❒ Section 2 c. – Yes (page 3)
- ❒ Section 4 – Affirmation- Sign and date (page 4)
- ❒ **GFE Method A (Attachment A)** – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

B. SUBCONTRACTING ONLY WITH TEXAS CERTIFIED HUB AND NON-HUB VENDORS- MEETS OR EXCEEDS THE HUB GOAL

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete: SEE SPECIAL INSTRUCTIONS

- ❒ Section 1 – Respondent and Requisition Information (page 2)
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract (page 3)
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors (page 3)
- ❒ Section 2 c. – No (page 3)
- ❒ Section 2 d. – Yes- Texas Certified HUBs (page 3)
- ❒ Section 4 – Affirmation- Sign and date (page 4)
- ❒ **GFE Method A (Attachment A)** – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

C. SUBCONTRACTING ONLY WITH TEXAS CERTIFIED HUB AND NON-HUB VENDORS- DOES NOT MEET OR EXCEED THE HUB GOAL

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete: SEE SPECIAL INSTRUCTIONS

- ❒ Section 1 – Respondent and Requisition Information (page 2)
- ❒ Section 2 a. – Yes, I will be subcontracting portions of the contract (page 3)
- ❒ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors (page 3)
- ❒ Section 2 c. – No (page 3)
- ❒ Section 2 d. – No (page 3)
- ❒ Section 4 – Affirmation Sign and date (page 4)
- ❒ **GFE Method B (Attachment B)** – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b. (page 6 and 7)
  - Must submit supporting documentation under Section B-3 & "HUB Subcontracting Opportunity Notification Form" (page 8)

D. WILL NOT BE SUBCONTRACTING

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- ❒ Section 1 – Respondent and Requisition Information (page 2)
- ❒ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources (page 3)
- ❒ Section 3 – Self Performing Justification (page 4)
- ❒ Section 4 – Affirmation - Sign and date (page 4)

HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders contracts,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts*.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

For assistance in completing the HSP, contact the HUB Coordinator, Bernadette Davis at bernadette.davis@dir.texas.gov.

Dir's HUB Goal for this bidding opportunity is _____21_____%

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ShoreTel, Inc. State of Texas VID #: 770443568

Point of Contact: Rusty Atkinson Phone #: 512-551-7232

E-mail Address: ratkinson@shoretel.com Fax #: 512-551-7232

b. Is your company a State of Texas certified HUB? ☐ - Yes X - No

c. Requisition #: DIR-SDD-1603 Bid Open Date: _____

Enter your company's name here: ShoreTel, Inc Requisition #: DIR-SDD-1603

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

X - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1	Selling of ShoreTel products and services	21%	%	79%
2	The ordering of ShoreTel products and services	21%	%	79%
3	The installation of ShoreTel products and services	21%	%	79%
4	The ongoing support of ShoreTel products and services	21%	%	79%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	21%	%	79%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at **http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

X - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

X - ***Yes*** (If ***Yes***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

Enter your company's name here:	ShoreTel, Inc.	Requisition #:	DIR-SDD-1603

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ **- Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ **- No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on file	Rusty Atkinson	Government Program Manager	07/05/2012
Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: ShoreTel, Inc. Requisition #: DIR-SDD-1603

IMPORTANT*:** If you responded "Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 1-4 **Description:** ShoreTel products and services

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
A&A Telecom Contact: Alan Hummon Email: ahummon@aatg.net Phone: 512-632-8646 Fax: 512-452-5088	☐ - Yes X - No	1742635064500	$	%
Abyx Business Systems Contact: Efraim Palacios Email: efraim@abyxusa.com Phone: 210-223-2299 Fax: 210-223-2770	X - Yes ☐ - No	1742609212200	$	%
Affiliated Communications Contact: Jim Carter Email: jcarter@affiliatedcom.com Phone: 972-852-4010 Fax: 972-422-9867	☐ - Yes X - No	1751964065400	$	%
ArtCom Associates Inc. Contact: Artemio Flores III Email: art@artcomtx.com Phone: 210-684-8877 Fax: 210-684-8877	X - Yes ☐ - No	17426153171	$	%
AT&T Datacomm Contact: Larry Lagadinas Email: ll6484@att.com Phone: 214-464-3275 Fax:	☐ - Yes X - No	13642844552	$	%
Verizon Business Contact: Marty Weidenbach Email: weidenbach.marty@verizonbusiness.com Phone: 979-219-9827 Fax: 979-219-9287	☐ - Yes X - No	1132745892000	$	%
BlackBox Contact: Tim D'Antonio Email: tim.dantonio@blackbox.com Phone: 210-828-4966 Fax: 210-828-4966	☐ - Yes X - No	1742502454800	$	%

Comm3 Contact: Troy Cryer Email: troy.cryer@comm3.net Phone: 214-389-3635 Fax: 214-389-2625	☐ - Yes X - No	1752815216200	$	%
Creative Switching Designs, Inc. Contact: Thomas Larvin Email: tlarvin@csdusa.com Phone: 281-579-1671 Fax: 281-579-1671	☐ - Yes X - No	1760211262900	$	%
East Texas Advanced Communications Service Contact: Randy Gann Email: rgann@acstyler.com Phone: 903-877-3002 Fax: 903-877-3002	☐ - Yes X - No	1752820496300	$	%
Mandry Technology Contact: Thomas Mandry Email: tmandry@mandrytechnology.com Phone: 806-791-3661 Fax: 806-687-8304	☐ - Yes X - No	32038506880	$	%
Enterprise Systems Corporation Contact: Rodney Hyde Email: rhyde@enter-sys.com Phone: 713-343-1222 Fax: 713-343-1222	☐ - Yes X - No	1020594306000	$	%
Genesis Business Communications Systems Contact: Debra Schindler Email: debra@genesistelecom.com Phone: 713-868-5415 Fax: 713-868-5415	X - Yes ☐ - No	1760102405600	$	%
Layer 3 Communications Contact: Craig Wall Email: cwall@layer3com.com Phone: 512-329-2920	☐ - Yes X - No	1270097420200	$	%
Liquid Spoke Contact: Rich Tarity Email: rtarity@liquidspoke.com Phone: 484-654-1530 Fax: 484-654-1530	☐ - Yes X - No	1202911889500	$	%
Pathwayz Network Solutions Contact: Paul Chapman Email: pchapman@pathwayz.net Phone: 817-994-1900 Fax: 817-994-1900	☐ - Yes X - No	32039056935	$	%
Total Technologies Contact: Mike Murphy Email: mmurphy@total-tec.com Phone: 832-300-2801 Fax: 832-300-2801	X - Yes ☐ - No	1760701718700	$	%
Westron Communications Contact: Dave Casey Email: dcasey@westron.com Phone: 972-546-1441 Fax: 972-546-1441	☐ - Yes X - No	1752071070200	$	%
Unicom Data Contact: Tim Freez Email: tim@unicomdata.com Phone: 972-993-8800 Fax: 972-993-8800	X - Yes ☐ - No	1752263779600	$	%

JTW Enterprise – dba WoodNetworks Contact: Jeff Wood Email: jeff@woodnetworks.com Phone: 903-581-0922 Fax: 903-581-0966	☐ - Yes X - No	17529621199	$	%
Technology Resource Center of America Contact: Steve Belden Email: steve.belden@trca.com Phone: 800-587-5650 Fax: 940-323-2649	☐ - Yes X - No	32039594869	$	%
Resilient Intelligent Networks Contact: Chris Barnes Email: chris@resilientiq.com Phone: 972-571-1339 Fax:	☐ - Yes X - No	32020137009	$	%
Windstream Contact: Kyle Freitag Email: kyle.Freitag@windstream.com Phone: 512-687-0688 Fax:	☐ - Yes X - No	20-0792300	$	%
IS Support Contact: Steve Combs Email: scombs@issupport.com Phone: 713-861-7870 Fax: 832-201-8165	☐ - Yes X - No	32007959441	$	%
Chrysalis MSP Contact: Gary Giddings Email: gary.giddings@chrysalismsp.com Phone: 281-448-2025 Fax:	☐ - Yes X - No	32040465968	$	%
Nu-Vision Technologies – dba Black Box Contact: Chuck Davenport Email: chuck.davenport@nuvt.com Phone: 888-300-2400 Fax: 817-303-0261	☐ - Yes X - No	1200380560800	$	%
CenturyLink Contact: Colleen Parker Email: colleen.parker@centurylink.com Phone: 512-338-5705 Fax: 512-338-5709	☐ - Yes X - No	10461417395	$	%
CMS Communications Contact: Carlos Galan Email: cgalan@cmsc-solutions.com Phone: 281-617-5724 Fax: 281-617-5724	☐ - Yes X - No	14313887466	$	%
AMA Techtel Contact: Mark Bennett Email: mbennett@amatechtel.com Phone: 806-322-2222 Fax:	☐ - Yes X - No	54-2080777	$	%
Richline Technical Services Contact: Josh Richline Email: jrichline@richline.cc Phone: 361-882-6297 Fax:	☐ - Yes X - No	14605204313	$	%
JMA Information Technology Contact: David Sutherland Email: dsutherland@jma-it.com Phone: 913-722-3252 Fax:	☐ - Yes X - No	481150601	$	%

SolidIT Contact: Chris Gatchell Email: cgatchell@solidit.com Phone: 940-464-0608 Fax:	☐ - Yes X - No	752950821	$	%
Liquid Networx Contact: Brian Columbus Email: bcolumbus@liquidnetworx.com Phone: 866-547-8439 Fax:	☐ - Yes X - No	742820828	$	%
WalkerCom Contact: Bob Stone Email: bob.stone@walkercom.com Phone: 281-997-5700 Fax:	X - Yes ☐ - No	176030275860 0	$	%
Blue Door Networks Contact: Tommy Tatum Email: ttatum@bluedoornetworks.com Phone: 972-816-2645 Fax:	☐ - Yes X - No	14534861514	$	%
Discovery Information Technologies Contact: Stephen Collazo Email: stephenc@discoveryit.com Phone: 409-727-7080 Fax:	☐ - Yes X - No	17602531877	$	%
Trillion Partners, Inc. Contact: David Jolly Email: david.jolly@trillion.net Phone: 512-334-4073 Fax:	☐ - Yes X - No	74-3067390	$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: ShoreTel, Inc. Requisition #: DIR-SDD-1603

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ **- Yes** (If ***Yes***, to continue to SECTION B-4.)

☐ **- No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: ShoreTel, Inc. Requisition #: DIR-SDD-1603

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in **Section C** reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A — Prime Contractor's Information

Company Name: _____ **State of Texas VID #:** _____

Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B — Contracting State Agency and Requisition Information

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition #: _____ **Bid Open Date:** _____

Section C — Subcontracting Opportunity Response Due Date, Description, Requirements and Related Information

1. **Potential Subcontractor's Bid Response Due Date:**	**Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on:** _____ (Date) **(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.)**
2. **Scope of Work:**	
3. **Required Qualifications:** ☐ - Not Applicable	
4. **Bonding/Insurance Requirements:** ☐ - Not Applicable	
5. **Location to review plans/specifications:** ☐ - Not Applicable	

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH SHORETEL, INC. ("SHORETEL") AGREES TO PROVIDE SHORECARE ENTERPRISE SUPPORT SERVICES ("ENTERPRISE SUPPORT") TO YOU ("CUSTOMER") FOR YOUR SHORETEL IP VOICE COMMUNICATION SYSTEM.

1.0 Definitions

1.1 After-Hours. All hours that are not included in On-Hours.

1.2 Business Day. Monday through Friday, excluding holidays as determined by ShoreTel.

1.3 On-Hours. 24 hours a day, Monday through Friday.

1.4 System. The ShoreTel IP Voice Communication System.

1.5 International. Any ShoreTel product installed in a country other than the United States of America is defined as an International Deployment. Unless otherwise agreed to in writing and signed by ShoreTel and Customer, ShoreCare support is only available for ShoreTel products in countries where ShoreTel products are certified for use by ShoreTel. Customer acknowledges that ShoreTel may not nor is obligated under this Agreement to have a local service or sales presence in any particular foreign country. This extends to but is not limited to service centers, replacement part stocking locations, and training centers.

1.6 Term. The period for which a Customer has paid ShoreTel for Enterprise Support.

2.0 Installation

2.1 Network Readiness. ShoreTel recommends a network assessment prior to installing the System. This assessment need not be a ShoreTel assessment. Support assistance, which in ShoreTel's judgment could have been avoided by an assessment, will be billed at ShoreTel's standard hourly rates.

2.2 Installation and Configuration. An installation plan is essential for a successful installation of the ShoreTel System. To ensure a successful installation, assessment and planning support may be purchased for the price set forth on ShoreTel's then current price list. In the event Customer elects to perform a system installation without on-site installation assistance or remote installation assistance from ShoreTel, and supplemental assistance is required from the ShoreTel Technical Assistance Center ("TAC"), Customer may be charged an hourly rate set forth on ShoreTel's then current price list for installation services. In the event that installation assistance requested by the Customer is ultimately determined by ShoreTel to be directly attributable to third party issues, (e.g., telco, network configuration, cabling, DHCP configuration), ShoreTel will charge the Customer an hourly rate, set forth on ShoreTel's then current price list.

3.0 Support

3.1 Authorized Contacts. Enterprise Support only permits specific Customer employees ("Authorized Contacts") to engage ShoreTel's TAC. The Authorized Contacts may contact the TAC by logging on to the ShoreCare web site, sending e-mail, or by telephone. The number of specific Authorized Contacts Customer may designate and Customer's entitlements to TAC services are identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet.

3.2 Third Party Product Issues. In the event that product issues assigned to ShoreTel are ultimately defined as third party issues the Customer may be charged an appropriate hourly rate from ShoreTel's then current price list for ShoreTel's efforts.

3.3 On Line Support. Each Authorized Contact, shall be provided with a unique user account for the ShoreTel ShoreCare web site. Accessibility to individual areas of the ShoreCare web site is identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet.

3.4 Telephone Support Telephone Support is available during On-Hours. Any provisions for After-Hour or Holiday support are outlined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing and signed by ShoreTel and Customer, services identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet, are available during ShoreTel On-Hours.

3.5 ShoreGear® Switch Hardware Support. ShoreGear switch support includes the support described above in paragraphs 3.3 and 3.4 plus advanced exchange, overnight replacement of failed ShoreGear switch units. Requests for overnight replacement requests must be received by no later than 2:00pm Pacific Time. Entitlement to hardware replacements and replacement hardware delivery commitments are outlined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing, the Hardware Maintenance Advanced Exchange Service identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet, shall be delivery via reasonable efforts utilizing a commercially expedient shipping method available at the time the part replacement is requested by Customer.

3.6 ShorePhone® IP Telephone Hardware Support. ShorePhone IP telephone support includes the support described in paragraphs 3.3 and 3.4 plus advanced exchange replacement of failed ShorePhone IP telephone units. Replacement delivery is via ground delivery service. Requests for expedited replacement may be made and is subject to ShoreTel's then current expedite fee. Overnight delivery may be requested. Requestor is responsible for all overnight shipping fees and charges. Overnight replacement requests must be received by no later than 2:00pm Pacific Time. Entitlement to hardware replacements and replacement hardware delivery commitments are outlined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing, the Hardware Maintenance Advanced Exchange Service identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet, shall be delivery via reasonable efforts utilizing a commercially expedient shipping method available at the time the part replacement is requested by Customer.

3.7 Response Standards. Response standards define the level of support that can be expected by Customer. ShoreTel's commitments surrounding these standards are defined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet.

3.8 On-Site Services. On-site support services are beyond the scope of Enterprise Support and are available and may be purchased for the price set forth on ShoreTel's then current price list.

4.0 Training

4.1 System Administration and Trainer Training. Enterprise Support includes web-based System Administrator training for up to eight students. Attendees shall be a) Authorized Contacts and b) the Customers Help Desk employees who are typically System Administrators and/or trainers.

4.2 End User Training. Enterprise Support includes web-based end-user training sessions for up to sixteen students. Attendees shall be a) Authorized Contacts and b) end users, key operators, and others as specified by the Customer.

4.3 Other Training. Computer-based training courses may be made available as a download from ShoreTel's ShoreCare website. Other training courses are available for purchase.

5.0 Software and Hardware

5.1 Software Updates and New Releases. During the Term, Customers will receive new software releases and applicable software maintenance updates as defined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. Installation of such software releases and updates is not included as part of Enterprise Support and is the responsibility of the Customer. Software support does not entitle the Customer to new software that is designed to add additional applications or to provide functions that were not included in the software originally licensed. Such new software may be licensed separately from ShoreTel.

5.2 Hardware Updates. During the Term, in the event ShoreTel deems it necessary to issue critical Engineering Change Orders, ("ECO's"), Customers will receive a replacement ShoreTel switch with those ECO's installed. The installation of replacement ShoreTel switches is not included as part of Enterprise Support and is the responsibility of the Customer.

5.3 No Installation or Delay. The Customer may elect to not install or to delay the installation of ShoreWare System software or ShoreGear updates. If the Customer elects not to install two successive updates of either hardware or software, Customer will be subject to an update charge or may incur additional charges for support due to the additional costs associated with supporting older versions of the product

6.0 Customer Responsibilities

6.1 Help Desk. Customer shall establish their Help Desk as the support interface with ShoreTel. Employees who bypass the Help Desk will be referred back to the Customer's Help Desk by ShoreTel's TAC staff.

6.2 Authorized Contacts. Customer shall designate specific ShoreTel Authorized Contacts within their Help Desk. Prior to contacting the ShoreTel TAC for system assistance, each Authorized Contact will receive initial ShoreTel product training and updated training as specified in Section 4.1. Customer shall maintain the responsibility of notifying ShoreCare Contract Administration via fax, mail, or email in the event changes to the Customer's previously designated Authorized Contacts are required.

6.3 On Site Contacts. In situations in which the Customer has multiple locations, Customer shall provide at least one individual per location to work with ShoreTel personnel to resolve cases if initial efforts to resolve the incident with the Customer's Help Desk are unsuccessful. These contacts can be system administrators and/or trainers that have received training per Section 4.1.

6.4 Latest Release. Customer shall maintain all ShoreTel hardware and software within two versions of current release level including ShoreGear held as replacement parts. Installation of new software and hardware is the Customer's responsibility and will be installed in accordance with ShoreTel's specifications. Installation support for subsequent hardware and software purchases and/or releases are available as professional services and are priced separately.

6.5 Access. ShoreTel reserves the right to remotely access Customer's system to a) review the final installation for quality assurance purposes, b) provide remote installation support, and/or c) for system auditing and license compliance reviews. Customer may elect to provide this access to the ShoreTel IP Voice Communication System server as well as any remote control software on the server as specified by ShoreTel; provided, however, that if Customer does not elect to provide remote access, ShoreTel shall charge Customer fees for on-site access in accordance with ShoreTel's then-current price list.

6.6 Maintenance of Systems. Customer shall maintain the switch room cable plant, ShoreTel server, including software updates, client PC's, LAN/WAN equipment, telephone sets, and all other third party products or applications.

7.0 Term and Termination.

7.1 Renewal. At the end of the initial Term, Customer may renew Enterprise Support for an additional Term specified by the Customer at the time of renewal. Renewal pricing is based on product list price at the time of purchase and at ShoreTel's then current list price for Enterprise Support.

7.2 Termination. Either party may terminate Enterprise Support upon 30 days' prior written notice to the other.

8.0 Pricing and Payment Terms

8.1 Price. Unless otherwise agreed by ShoreTel and Customer in writing, pricing for Enterprise Support is based on pricing set forth on ShoreTel's then current price list.

8.2 Add-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining Term, and at the rate on ShoreTel's then current price list for Enterprise Support. All applicable taxes, if any, will be billed at the time Enterprise Support charges are invoiced.

9.0 Limited Warranty. ShoreTel shall use its reasonable, best efforts to provide the Enterprise Support services defined herein and warrants that such services shall be performed in a professional manner. ShoreTel will make available a list of supported hardware platforms, operating systems, database versions, and other third party software products for both the ShoreWare server software and ShoreWare client software and this warranty covers only the configurations set forth in the list. This warranty is contingent upon Customer's adherence to these supported configurations and following the proper installation and support practices and procedures in which the System was intended. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, SHORETEL MAKES NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SHORETEL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10.0 Unauthorized Equipment. It is ShoreTel's policy to not extend ShoreCare support or provide software for any ShoreTel equipment purchased from an unauthorized third party.

11.0 Limitation of Liability. IN NO EVENT SHALL SHORETEL'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO ITS SHORECARE ENTERPRISE SUPPORT PLAN OR THESE TERMS AND CONDITIONS EXCEED THE AMOUNT PAID TO SHORETEL BY CUSTOMER FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL SHORETEL BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, UNAUTHORIZED CALLS THAT MAY BE MADE USING THE SYSTEM AND CHARGED TO THE CUSTOMER, ANY TELEPHONE TOLL FRAUD, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

12.0 Miscellaneous

12.1 Governing Law. The laws of the United States and the State of Texas, without reference to conflict of law principles govern this Agreement. Any dispute between the Customer and ShoreTel regarding Enterprise Support will be subject to the exclusive venue of the state and federal courts in the State of Texas.

12.2 Entire Agreement; Severability. These terms and conditions constitute the entire agreement between Customer and ShoreTel with respect to Enterprise Support services provided by ShoreTel and supersedes any other verbal or written communications or advertising. ShoreTel may modify these terms and conditions at anytime without notice. If any provision of these terms and conditions is held invalid, the remainder of these terms and conditions will continue in full force and effect.

12.3 Force Majeure. ShoreTel is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if ShoreTel's ability to deliver services is impaired by Customer or circumstances beyond ShoreTel's control, ShoreTel may terminate Enterprise Support, in which event; Customer will receive a refund for any unused portion of the Term for which it had paid.

ShoreCare Service Agreement EXHIBIT A:

Enterprise Service Program Data Sheet:

ShoreCare Feature	Enterprise Program Provides
Technical Assistance Center (TAC)	
▪ Hours of Service	7 x 24
▪ After Hours	1 hour response
▪ Authorized Contacts	Up to Four Contacts may be designated
ShoreCare Web Access	
▪ Access the ShoreCare Web Center	Yes
▪ Case Management	Yes
▪ Knowledgebase	Yes
QuickStart Education Services	
Web-based End-user Training	Yes
✧ Number of Students	16
Web-based System Administrator Training	Yes
✧ Number of Students	8
Software Subscription Services	
▪ Software Updates	Yes
▪ Published Patches and Fixes	Yes
ShoreGear Switch Hardware Maintenance Services	
▪ Extended Warranty	Yes
▪ Advanced Exchange	Yes
▪ Delivery Method	Next Business Day Delivery
ShorePhone IP Telephone Hardware Maintenance Services	
▪ Extended Warranty	Yes
▪ Advanced Exchange	Yes
▪ Delivery Method[1,2]	Ground Delivery [1]Additional fee applicable for expedites handling [2]Requestor responsible for shipping charges for shipping method other than ground

Evangelina Garcia

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, September 28, 2012 10:12 AM
To: 'Martha Salazar'
Cc: 'Evangelina Garcia'
Subject: RE:

Marty,

I have reviewed the attached agreement. The only issue would be the governing law provision – it currently states that venue is in the State of California. As we have previously discussed, Texas law requires mandatory venue in Hidalgo County, Texas. Otherwise, I 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

****

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 AND DELETE THE COMMUNICATION.**

****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 4:55 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Evangelina Garcia'
Subject: FW:
Importance: High

Hon. Ms. Josephine:
We are requesting your review and comment as to form of the attached agreement. Notes below will give you some history.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 4:21 PM

To: 'Martha Salazar'
Subject: FW:

Marty:
Have you heard back from legal on this agreement. I just received a call from IT Department because they want for me to proceed. I told them that it's pending legal's approval on this agreement so as to proceed with this project.

Thank you

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 20, 2012 4:55 PM
To: 'Martha Salazar'
Subject:

Marty:
Attached is an agreement for legal's review as to form and it's in connection to the Hidalgo County's existing telephone system/equipment through ShoreTel utilizing DIR Contract identified as DIR-SDD-1603. This is the first time I see this agreement therefore, this is why I'm forwarding for legal's review in order to proceed ahead with IT Department's request.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000 EXT. 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

Requisition

Req # 00221525

PO #

Date: 08/21/12

Bill To: x
x

Vendor : 393304
RICHLINE TECHNICAL SERVICES
114 MESQUITE
CORPUS CHRISTI TX 78401
FAX (361)877-9910

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	EACH	DISTRIBUTED VOICE SERVICES LICENSE	114.43	686.55
1.00	EACH	MOBILE CALL MANAGER	10.93	10.93
30.00	EACH	OPERATOR CALL MANAGER LICENSE	68.43	2,052.75
8.00	EACH	SHOREGEAR 30 SWITCH	183.43	1,467.40
29.00	EACH	SHOREGEAR 50 SWITCH	229.43	6,653.33
10.00	EACH	SHOREGEAR 60 SWITCH	344.43	3,444.25
25.00	EACH	SHOREGEAR-120 SWITCH	574.43	14,360.63
9.00	EACH	SHOREGEAR-40 SWITCH	229.43	2,064.83
12.00	EACH	SHOREGEAR T 1 SWITCH	401.93	4,823.10
55.00	EACH	SHOREWARE CLIENT: MULTI-SITE LICENSE	23.00	1,265.00
10.00	EACH	SHOREWARE CLIENT: OPERATOR CALL MANAGER	68.43	684.25
80.00	EACH	SHOREWARE CLIENT: SUPERVISOR CALL MANAGER	68.43	5,474.00
1296.00	EACH	SHOREWARE EXTENSION & MAILBOX CLIENT	23.00	29,808.00
571.00	EACH	SHOREWARE EXTENSION ONLY CLIENT	16.10	9,193.10
5.00	EACH	SHOREWARE SIP TRUNK LICENSE	5.75	28.75
30.00	EACH	SHOREWARE SOFTPHONE	17.25	517.50
1.00	EACH	EFFECTIVE DISCOUNT: 28%	-23,109.62	-23,109.62
1.00	EACH	I have rounded off .02 cents to balance.	-.02	-.02
		Account No	Encumbrance	
		2-1100-415-00-200-002-0-336	59,424.73	
			Freight	.00
			Total	59,424.73
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-34387 **Purchasing Department 18. B. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 as submitted by L&G Engineering Laboratory in the amount of $30,406.47 through requisition #223483 for Construction Materials Testing Services in connection to Contract #C-11-289-11-15-L&G Engineering Laboratory for the Constable's Office Building in Precinct One.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Attachments

Work Authorization and Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 12:00 PM
Budget & Management	Merlen P. Munoz	10/11/2012 12:55 PM
Ivan Cantu	Ivan Cantu	10/12/2012 03:59 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Vangie Garcia Started On: 09/21/2012 08:39 AM

Final Approval Date: 10/12/2012

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

September 6, 2012

RECEIVED
SEP 19 2012
By

Commissioner Joel Quintanilla
Attn: Mr. Celestino Avila Jr.
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 3 – Constable's Office in Hidalgo County Pct. 1

Dear Mr. Avila:

L&G Engineering Laboratory, L.L.C. (L&G), is providing you two (2) signed original Work Authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 3
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, LLC. appreciates the opportunity to submit Work Authorization No.3 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,

L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-289-11-15
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Constable's Office Building located in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – 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 **$30,406.47**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

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 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 2-1336-421-00-220-042-0-720
Requisition Number 223483 **(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 Authorization or (DATE).

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. 1 Commissioner Joel Quintanilla as to content and detail of this Work Authorization No. # 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2012.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Constable's Office Building located in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Constable's Office Building located in Precinct No. One (1).**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Constable's Office Building located in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Constable's Office Building located in Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **Constable's Office Building located in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-11-289-11-15.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Constable's Office Building located in Hidalgo County Precinct No. One (1).**

See Attached

Attachment "D"
L&G Engineering Laboratory, LLC
Constables Office Building
Prepared for Hidalgo County Precinct No. 1

In-Situ Soils Testing-Laboratory-Building Subgrade / Parking Area					
Standard Proctor	2	Ea.	$196.83	$393.66	Building Footprint
Atterberg Limits of Soils	2	Ea.	$76.18	$152.36	Approx. 6,000 SF
Material Finer #200	2	Ea.	$63.57	$127.14	
Test Report	2	Ea.	$22.56	$45.12	New Parking Area
Technician (Soils)	5	Hr.	$45.75	$228.75	Approx. 18,000 SF
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	
			Subtotal:	$953.03	
In-Situ Soils Testing-Field -Building Subgrade / Parking Area					
Field Density Test	12	Ea.	$22.87	$274.44	Quantities
Test Report	4	Ea.	$22.56	$90.24	Based on 4
Technician (Soils)	8	Hr.	$45.75	$366.00	Visits to Project
Mileage (Trip Charge)	24	Mi.	$0.50	$12.00	To perform testing
			Subtotal:	$742.68	
Select Fill Soils Testing / Slab - Laboratory					
Standard Proctor	2	Ea.	$196.83	$393.66	Based on 2 Select Fill
Atterberg Limits of Soils	6	Ea.	$76.18	$457.08	Samples
Material Finer #200	6	Ea.	$63.57	$381.42	4 Additional Atterberg Limits &
Technician (Soils)	8	Hr.	$45.75	$366.00	Minus 200 for Field Verification
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	of Select Fill Materials
Test Report	6	Ea.	$22.56	$135.36	
			Subtotal:	$1,739.52	
Select Fill Soils Testing-Field Testing and Monitoring					
Field Density Test	60	Ea.	$22.87	$1,372.20	Based on 10 - 6" Lifts
Test Report	20	Ea.	$22.56	$451.20	A Minimum of 3 Compaction
Technician (Soils)	40	Hr.	$45.75	$1,830.00	Test Per Lift or every
Mileage (Trip Charge)	120	Mi.	$0.50	$60.00	3000 Square Feet
					6 tests per lift
			Subtotal:	$3,713.40	
Concrete Reinforcement Steel Placement Verification (Concrete Masonry Units)					
Test Report	6	Ea.	$22.56	$135.36	Approx.
Technician (Concrete)	12	Hr.	$58.41	$700.92	5000 square feet
Mileage (Trip Charge)	36	Mi.	$0.50	$18.00	Verification Inspection
			Subtotal:	$854.28	assuming 6 grout placements
Concrete Placement - Floor Slabs-Main Building-Sally Port					
Air Content(Pressure Method)	3	Ea.	$22.82	$68.46	Assuming
Test Report	3	Ea.	$22.56	$67.68	2 Placements
Technician (Concrete)	6	Hr.	$58.41	$350.46	for a total of 150 cy
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	1 set Every 50 as
					per General Notes
					4 Cylinders to be
			Subtotal:	$492.60	Tested for Compression
Cyl. Spec. Prep, Hold, Cure	12	Ea.	$11.49	$137.88	
Comp. Str. Of Cyl. Specimen	6	Ea.	$15.22	$91.32	at a Frequency of Two 7 Day
Test Reports (7 and 28 day)	6	Ea.	$22.56	$135.36	and Two 28 Day
Technician (Concrete)	3	Hr.	$58.41	$175.23	
Mileage (Trip Charge)	24	Mi.	$0.50	$12.00	
			Subtotal:	$551.79	

Concrete Placement - Misc. Concrete -Sidewalks					
Air Content(Pressure Method)	4	Ea.	$22.82	$91.28	*Assuming*
Test Report	4	Ea.	$22.56	$90.24	*4 Placements*
Technician (Concrete)	8	Hr.	$58.41	$467.28	
Mileage (Trip Charge)	24	Mi.	$0.50	$12.00	
			Subtotal:	$660.80	
Cyl. Spec. Prep, Hold, Cure	16	Ea.	$11.49	$183.84	*Quantities based on*
Comp. Str. Of Cyl. Specimen	16	Ea.	$15.22	$243.52	*sample pickup an*
Test Reports (7 and 28 day)	8	Ea.	$22.56	$180.48	*deliver to*
Technician (Concrete)	4	Hr.	$58.41	$233.64	*laboratory for*
Mileage (Trip Charge)	24	Mi.	$0.50	$12.00	*Compression Testing*
			Subtotal:	$853.48	
Concrete Masonry Unit - Grout Testing					
Air Content(Pressure Method)	6	Ea.	$22.82	$136.92	*Approx. 5000 square feet*
Test Report	6	Ea.	$22.56	$135.36	*1 test per 2500 square feet*
Technician (Concrete)	12	Hr.	$58.41	$700.92	
Mileage (Trip Charge)	36	Mi.	$0.50	$18.00	*2 tests minimum*
			Subtotal:	$991.20	
Grout Prism Prep,Hold,Cure,Comp Str.	18	Ea.	$31.78	$572.04	*Assuming 6*
Test Reports (7 and 28 day)	12	Ea.	$22.56	$270.72	*placements*
Technician (Concrete)	5	Hr.	$58.41	$292.05	
Mileage (Trip Charge)	36	Mi.	$0.50	$18.00	
			Subtotal:	$1,152.81	
Concrete Masonry Unit - Mortar Testing					
Test Report	6	Ea.	$22.56	$135.36	*Approx. 5000 square feet*
Technician (Concrete)	12	Hr.	$58.41	$700.92	*1 test per 1500 square feet*
Mileage (Trip Charge)	36	Mi.	$0.50	$18.00	
			Subtotal:	$854.28	*3 tests minimum*
Mortar Cube, Prep,Cure,Comp Str.	18	Ea.	$31.06	$559.08	
Test Reports (7 and 28 day)	12	Ea.	$22.56	$270.72	*Assuming*
Technician (Concrete)	5	Hr.	$58.41	$292.05	*6 placements*
Mileage (Trip Charge)	36	Mi.	$0.50	$18.00	
			Subtotal:	$1,139.85	
Welding and Bolt Torque Inspection					
Engineering Specialist	18	Ea.	$114.30	$2,057.40	*Assuming 6 Visits*
Mileage (Trip Charge)	36	Mi.	$0.50	$18.00	*to perform*
Test Report	10	Ea.	$22.56	$225.60	*Welding and Bolt*
			Subtotal:	$2,301.00	*Torque Inspection*
Lime Stabilized In-Situ Soils Testing-Laboratory-Pavement Subgrade					
Standard Proctor	1	Ea.	$196.83	$196.83	*Quantity Based On 1 visit*
Atterberg Limits of Soils	1	Ea.	$76.18	$76.18	*to obtain*
Test Report	1	Ea.	$22.56	$22.56	*sample for*
Technician (Soils)	2.5	Hr.	$45.75	$114.38	*laboratory testing*
Mileage (Trip Charge)	6	Mi.	$0.50	$3.00	
			Subtotal:	$412.95	
Lime Stabilized In-Situ Soils Testing-Field -Pavement Subgrade					
Field Density Test	16	Ea.	$22.87	$365.92	*Quantity Based On*
Test Report	4	Ea.	$22.56	$90.24	*4 site visits to*
Technician (Soils)	8	Hr.	$45.75	$366.00	*perform compaction*
Mileage (Trip Charge)	24	Mi.	$0.50	$12.00	*testing*
			Subtotal:	$834.16	

Site Select Fill Soils Testing-Laboratory					
Standard Proctor	1	Ea.	$196.83	$196.83	*Quantity Based in 1 site visit to obtain sample*
Atterberg Limits of Soils	1	Ea.	$76.18	$76.18	
Material Finer #200	1	Ea.	$63.57	$63.57	
Technician (Soils)	2.5	Hr.	$45.75	$114.38	
Test Report	1	Ea.	$22.56	$22.56	
Mileage (Trip Charge)	6	Mi.	$0.50	$3.00	
			Subtotal:	$476.52	

Site Select Fill Soils -Field Testing and Monitoring					
Field Density Test	8	Ea.	$22.87	$182.96	*Quantities based on 2 visits to perform testing*
Test Report	2	Ea.	$22.56	$45.12	
Technician (Soils)	4	Hr.	$45.75	$183.00	
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	
			Subtotal:	$417.08	

Lime Stabilized Flex Base (Caliche) Testing-Laboratory					
Standard Proctor	1	Ea.	$196.83	$196.83	*Quantity based on 1 site visit to obtain sample*
Atterberg Limits of Soils	1	Ea.	$76.18	$76.18	
Sieve Analysis (Dry)(4 Sieve)	1	Ea.	$57.12	$57.12	
Texas Wet Ball Mill	1	Ea.	$222.38	$222.38	
Technician (Soils)	3.5	Hr.	$45.75	$160.13	
Test Report	2	Ea.	$22.56	$45.12	
Mileage (Trip Charge)	6	Mi.	$0.50	$3.00	
			Subtotal:	$760.76	

Lime Stabilized Flex Base (Caliche)-Field Testing and Monitoring					
Field Density Test	8	Ea.	$22.87	$182.96	
Test Report	2	Ea.	$22.56	$45.12	*Quantities based on two visits to perform in-place testing*
Technician (Soils)	4	Hr.	$45.75	$183.00	
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	
			Subtotal:	$417.08	

Concrete Pavement - Curb & Gutter					
Air Content(Pressure Method)	2	Ea.	$22.82	$45.64	*Quantities based on two visits to perform testing*
Test Report	2	Ea.	$22.56	$45.12	
Technician (Concrete)	4	Hr.	$58.41	$233.64	
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	
			Subtotal:	$330.40	
Cyl. Spec. Prep, Hold, Cure	8	Ea.	$11.49	$91.92	*at a Frequency of Two 7 Day and Two 28 Day*
Comp. Str. Of Cyl. Specimen	8	Ea.	$15.22	$121.76	
Test Reports (7 and 28 day)	4	Ea.	$22.56	$90.24	
Technician (Concrete)	3	Hr.	$58.41	$175.23	
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	
			Subtotal:	$485.15	

Hot Mix Asphalt Paving-Parking Area					
Ext. Sieve Analysis/Asph Content	1	Ea.	$222.33	$222.33	*Quantities based on two site visits to perform testing*
Density of Asphaltic Cores	3	Ea.	$69.85	$209.55	
Asphalt Rolling Patterns	2	Ea.	$38.12	$76.24	
Coring/ACP Thickness	6	Ea.	$63.57	$381.42	
Technician (Asphalt)	6	Hr.	$58.41	$350.46	
Mileage (Trip Charge)	12	Mi.	$0.50	$6.00	
Test Report	1	Ea.	$22.56	$22.56	
			Subtotal:	$1,268.56	

Estimated Field and Laboratory Test Fees			$22,403.37
Engineering Specialist (Report Review)(Hr.)	30	$114.30	$3,429.00
Engineer-Principal (Report Review)(Hr.)	30	$152.47	$4,574.10
Estimated Materials Testing Total			$30,406.47

Requisition

Req # 00223483

PO #

Date: 09/21/12

Bill To: x
x

Vendor : 312797
L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: NORMA KALIFA
956-289-7850

Contract No: C-11-289-11-15

Special Instructions:
REQ# 857

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-11-289-11-15		
		DO NOT DUPLICATE ORDER		
1.00	EACH	WORK AUTHORIZATION NO.3	30,406.47	30,406.47
		Account No	Encumbrance	
		2-1336-421-00-220-042-0-720	30,406.47	
			Freight	.00
			Total	30,406.47
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-34588 **Purchasing Department 18. C. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (estimated cost of $71,275.00) for provision of engineering services required by Pct. #2 consisting of: "Geo-Technical Engineering Services for the Tower Road Improvement Project" with Raba Kistner Consultants, Inc., under contract No. C-12-212-09-11.

BACKGROUND

The objective of the study is to determine subsurface conditions along the subject alignment of Tower Road, to provide pavement section recommendations for the proposed road reconstruction, to develop information to be used by others concerning foundation recommendations for the proposed bridge structure over the existing pilot channel portion of the floodway, and to present a geotechnical analysis of the new levee relocation segments of the floodway in general accordance with the U.S. Army Corps of Engineers (USACE) document EM 1110-2-1913 Design and Construction of Levees as it pertains to geotechnical evaluations.

The proposed project consists of the design and reconstruction of an approximately 1.7 mile long section of the existing Tower Road, between its intersections with Rancho Blanco Road and approximately 900 ft South of Juan Balli Road in Hidalgo County, Texas.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-122-027-0-731

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

BUDGETARY IMPACT:

Req#224672 - pending transfer of $2,118 AI-34727

Attachments

WA#1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 02:18 PM
Budget & Management	Merlen P. Munoz	10/11/2012 03:03 PM
Roland Garcia	Rolando Garcia	10/12/2012 03:05 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Rocio Villarreal Started On: 10/03/2012 04:42 PM

Final Approval Date: 10/12/2012

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-12-212-09-11.
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, Raba Kistner Consultants, Inc. of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Geotechnical Engineering Services for the Tower Road Improvements Project – Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $71,275.00. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as **EXHIBIT "C"**.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA 1

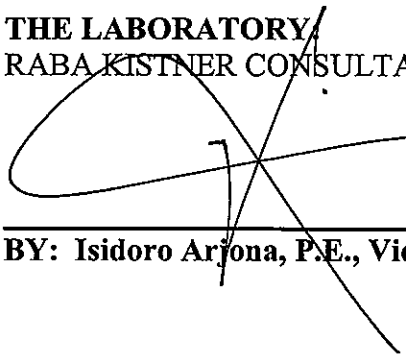
PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2012.

THE LABORATORY:
RABA KISTNER CONSULTANTS, INC.



BY: Isidoro Arjona, P.E., Vice President

THE OWNER:
HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Proposal No. PMA12-063-00 (Revised) **EXHIBIT "C"**
September 17, 2012

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 West Hall Acres, Suite G
Pharr, Texas 78577

Re: Proposal for Geotechnical Engineering Services
Proposed Tower Road Improvements -
Between Its Intersections with Rancho Blanco Road and
Approximately 900 ft. South of Juan Balli Road
Hidalgo County, Texas

Dear Comm. Palacios:

On the basis of our meeting held today, and on our telephone conversations held on July 25, 2012, with Ramiro Gutierrez, P.E., President with R. Gutierrez Engineering Corporation, the project's consulting engineering firm, and with Mr. Raul Lozano, Administrator with Hidalgo County Precinct No. 2, **Raba Kistner Consultants, Inc. (RKCI)** thanks you for selecting our firm to provide Geotechnical Engineering Services to Hidalgo County Precinct No. 2 (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions along the subject alignment of Tower Road, to provide pavement section recommendations for the proposed road reconstruction, to develop information to be used by others concerning foundation recommendations for the proposed bridge structure over the existing pilot channel portion of the floodway, and to present our geotechnical analyses of the new levee relocation segments of the floodway in general accordance with the U.S. Army Corps of Engineers (USACE) document EM 1110-2-1913 *Design and Construction of Levees* as it pertains to geotechnical evaluations. Described in this letter are:

- our understanding of currently perceived project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

Our understanding of the project is based on the documents received by our office during our meeting held with Mr. Gutierrez with the project's consulting engineering firm on Monday, May 7, 2012, our subsequent telephone conversations held with Mr. Gutierrez throughout the last two weeks, and the documents received by our office from Mr. Gutierrez via electronic-mail attachment on Monday, May 14, 2012.

We understand that the proposed project consists of the design and reconstruction of an approximately 1.7-mile long section of the existing Tower Road, between its intersections with Rancho Blanco Road and

approximately 900 ft South of Juan Balli Road in Hidalgo County, Texas. The proposed road alignment for the urban portion is planned to be about 65-ft wide, with two lanes in each direction and a middle left turn lane; whereas for the rural portion, the road will be about 40-ft wide. The proposed final grade of the road alignment is planned to be at about the grade of the existing terrain elevation at the lowest portions of the road, and about 4 ft above the existing terrain elevation at the highest proposed road alignment, excluding the areas for the new levee relocation alignments.

We understand that the project also includes a bridge structure (about 44-ft wide by 150-ft long) to be located over the existing pilot channel of the floodway. Moreover, the project also includes the design and construction of two new levee relocation segments (one levee structure to be located at the intersection of the new Tower Road and the north side of the floodway and the other levee structure to be located at the intersection of the new Tower Road and the south side of the floodway).

Preliminarily, the new north levee relocation segment is anticipated to be about 1,000-ft long, and about 20 to 30 ft in height of new embankment. This segment is to be located about 250 ft north of its existing location. Similarly, the new south levee relocation segment is anticipated to be about 1,000-ft long, and about 18 ft in height of new embankment, and located about 250 ft south of its existing location.

The bridge structure is expected to create relatively moderate to heavy loads to be carried by the foundation system, which is anticipated to consist of a deep foundation system. The pavement systems are anticipated to consist of flexible (asphalt) pavement systems only.

FIELD STUDY

On the basis of geologic evidence and our past experience with subsurface conditions in the vicinity of this site, we propose to conduct the following drilling scheme along the subject road alignment:

Structure	Number of Borings	Depth, ft. *
Proposed New North & South Levee Relocation Structures	6	80
Proposed Bridge Over the Existing Pilot Channel	2	80
Existing and Proposed Tower Road	12	5

* below the existing ground/pavement surface elevation, or auger refusal, whichever occurs first.

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT. We request that the CLIENT provide traffic control during our field exploration phase of our study, if warranted.

The borings to be conducted for the proposed bridge structure will be conducted using Texas Cone Penetration (TCP) techniques in general accordance with the Texas Department of Transportation (TxDOT) Geotechnical Manual, dated August 2006. Typically, drilling will cease if five consecutive TCP test results of 100 blows for less than 4 inches are recorded. If unexpected soil conditions are encountered (i.e. softer

than expected soil conditions based upon the TCP), drilling may be continued past the anticipated maximum scheduled drilling depth.

With the exception of the two bridge borings, samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques. In order to collect samples from the two bridge borings for laboratory testing purposes, split-spoon or Shelby tube sampling techniques will be used between selected TCP sampling events. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Please note that prior to our drilling operations, **RKCI** requires that the CLIENT provide a permit issued by the International Boundary and Water Commission (IBWC) to allow our drilling crew to access the portion of the project alignment located within the existing floodway. The borings that will be conducted for the proposed bridge and road alignment inside the existing floodway structure, as well as on the new levee structures, will be backfilled with grout in general accordance with IBWC guidelines.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes. The boreholes conducted in the areas outside of the IBWC jurisdiction (i.e. outside of the floodway and the north and south levee areas) will be backfilled using the auger cuttings generated during the drilling operations. The upper six inches of each boring will be patched with a cement-aggregate mixture and flushed with the adjacent ground/pavement surface elevation.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface conditions. The testing program is anticipated to include water content determinations, Atterberg limits (plasticity) tests, unconfined compressive strength tests, dry unit weight determinations, lime series determinations, sulfate content determinations, grain size analyses to include D50 and D95 computations, consolidation tests and consolidated undrained (CU-bar) Triaxial shear strength tests.

In addition to the above-described testing program, representative surficial specimens will be obtained from the pavement borings and will be subjected to a California Bearing Ratio (CBR) test. The CBR testing will provide information regarding inundated strength and swell characteristics of the surficial subgrade soils for direct use in pavement design analyses, which will be conducted in accordance with the 1993 American Association of State Highway and Transportation Officials (AASHTO) pavement design method. We anticipate that two CBR tests will be required for this project.

ENGINEERING ANALYSIS AND REPORT

The field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of the foundation systems for the proposed bridge structure, recommendations for the design and

reconstruction of the pavement systems for the proposed road alignment, and our geotechnical analyses pertaining to settlement, seepage, and global stability of the new levee relocation segments of the floodway in general accordance with the USACE document EM 1110-2-1913 *Design and Construction of Levees* as it pertains to geotechnical evaluations. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:
  - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation (TxDOT);
  - deep foundation recommendations;
  - allowable soil-bearing capacities;
  - settlement estimations, where applicable; and
  - groundwater considerations.
- Foundation construction considerations, including:
  - site drainage;
  - site preparation;
  - select fill materials;
  - deep foundation excavations;
  - potential reuse of on site materials as select fill materials;
  - excavation considerations; and
  - fill placement compaction requirements.
- Seismic region condition evaluations.

Also included in the report will be pavement section design and construction recommendations for the proposed road alignment. These recommendations will be based on the results of the classification testing and the CBR tests and will be based utilizing the 1993 AASHTO pavement design method. Definitive projections of anticipated traffic loading and grading plans will be required to complete our design. It is our assumption that this information will be provided by the CLIENT or their representative.

Since site grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations.

The final report will be reproduced in three, spirally-bound copies.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within five working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rigs, the CLIENT has supplied us with necessary permits and all available information regarding existing utilities and below-grade structures on site, and that the CLIENT provides the necessary traffic control, if warranted, in order for us to conduct our field activities. The field exploration and laboratory testing phases of the study are expected to take approximately twenty-five working days to complete. The engineering report will be submitted within an additional fifteen working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is $71,275.00. Should unusual subsurface conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI has been provided with a site plan illustrating the limits of the subject road alignment project, as well as preliminarily project information. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig, underground utility clearance, required permits and traffic control will be provided by the CLIENT prior to our field exploration services.

It should be noted that our study scope (and project cost) does not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) does not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Jorge L. Perez
Graduate Engineer

Isidoro Arjona, P.E., PMP
Vice President

Accepted By: _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

Copies submitted: Above (2)

JLP/IAA

Attachments

AI-34722 **Purchasing Department 18. C. 2.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award the best valued proposal from job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners) in the amount of $15,878.55 for the installation of Curb & Gutter to Rodriquez St. in Lopezville in Pct. #2 as reviewed and approved by project Engineer Mr Raul Sesin. Project #2012-261-OGG

BACKGROUND

Attachments

Price Verifications

Rodriquez St. Pct. #2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 04:31 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Oscar Garza Started On: 10/11/2012 05:02 PM

Final Approval Date: 10/12/2012

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE FACILITY PARTNERS

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 10/11/2012

Project: Rodriguez St - Curb & Gutter

Location: Pharr, TX

REVIEWED
By Oscar Garza at 11:44 am, Oct 12, 2012

Project Summary: Install curb & gutter on Rodriguez Street - Pharr, TX

National averages based on quantity and units prices from RS Means			$ 23,699.80
City Cost Index	0.74.5	X	
			$ 17,893.35
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 15,567.21
Site Travel Factor	1.25	X	
>150 miles return			$
Delivery Order Size Factor			
$3 to $50,000	1.10		
$50,000 to $500,000	1.00	X	
$500,000+	0.98		
			$
Annual Volume Discount Factors (12 month)			
>$1,500,000	0.98	X	
			$
Project Allowances - see attached			
			$
Permits & Fees	2%		$
			$ 311.34
Architectural & Engineering Fees	____%		$
			$
Performance & Payment Bond	1%		$
			$
		Delivery Order Request Quote	$ 15,878.55

Gilbert Herrera 10/12/12
Herrera & Hunt, Inc. Date

Cost Estimate Report
CostWorks
RSMeans

Unit Summary Report

Edinburg,
Texas, 78539
Year 2012 Quarter 3

Date: 12-Oct-12

Pricint 2 Drainage Project

Prepared By:
Domingo Pequeno
Herrera and Hunt Inc

Division Description		Total
Division 01 General Requirements		$2,775.00
Division 32 Exterior Improvements		$20,924.80
Subtotal		$23,699.80
General Contractor's Markup on Subs	0.00%	$0.00
Subtotal		$23,699.80
General Conditions	0.00%	$0.00
Subtotal		$23,699.80
General Contractor's Overhead and Profit	0.00%	$0.00
Grand Total		$23,699.80

Cost Estimate Report
CostWorks
RSMeans

Unit Detail Report

Edinburg,
Texas, 78539
Year 2012 Quarter 3

Date: 12-Oct-12

Pricint 2 Drainage Project

Prepared By:
Domingo Pequeno
Herrera and Hunt Inc

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200240			Field personnel, superintendent, minimum	1 00	Week	$2,775 00	$2,775.00
Division 01 Subtotal							**$2,775.00**
Division 32 Exterior Improvements							
321613130404			Cast-in place concrete curbs & gutters, concrete, wood forms, straight, 6" x 18", includes concrete	2,080 00	L F.	$10.06	$20,924 80
Division 32 Subtotal							**$20,924.80**

Looking for your next job?

CostWorks
RSMeans

Welcome Moises Salazar | Quick Tour | Help | Product Overview | Sign Off

Home | Cost Books Online | Construction Estimate | Square Foot Estimator | My Account | Company Admin

New Estimate

Line Number: 013113200240 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200240	Field personnel, superinten...	Week					1800.00		1800.00	2775.00

Reed Construction Data

CostWorks RSMeans

Welcome Moises Salazar | Quick Tour | Help | Product Overview | Sign Off

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New Estimate

Line Number: 321613130404 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

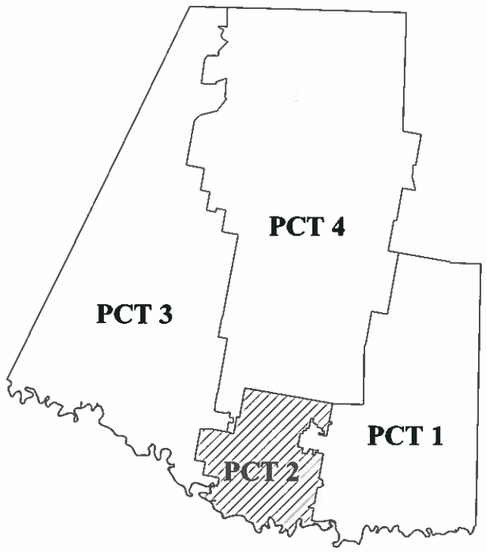
Search Results

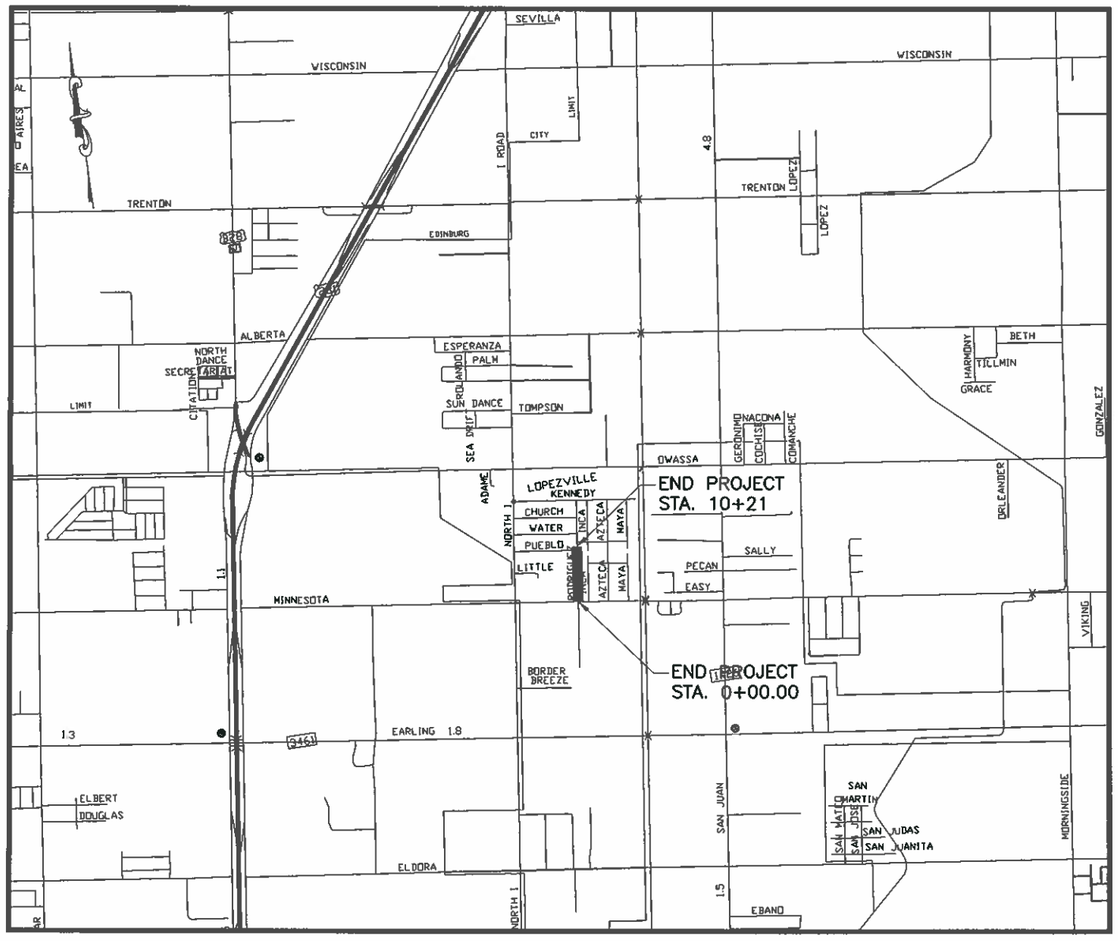
Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipmen	Bare Total	Total O&P
321613130404	Cast-in place concr...	L.F.	C2A	500.00	0.096	5.34	3.20		8.54	11.08

Reed Construction Data

PRECINCT 2 DRAINAGE PROJECT





LOCATION MAP - SCALE: 1"=3000'

RODRIGUEZ ROAD
DRAINAGE AND ROAD IMPROVEMENTS

RAMON GARCIA	*COUNTY JUDGE*
COMMISSIONER JOEL QUINTANILLA	*PRECINCT No. 1*
COMMISSIONER HECTOR " TITO " PALACIOS	*PRECINCT No. 2*
COMMISSIONER JOE M. FLORES	*PRECINCT No. 3*
COMMISSIONER JOSEPH PALACIOS	*PRECINCT No. 4*

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

09/28/12

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN P.E. No. 86374

REVISION DATE:	DESCRIPTION:
9-28-12	ADJUSTED PGL FROM STA 0+00-STA 5+00 AND LAYDOWN CURB

GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2 AND HIDALGO COUNTY IRRIGATION DISTRICT No. 2.

2. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

3. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.) @ (956) 383-161848 AND MR. ALFREDO ORTIZ WITH CITY OF PHARR UTILITIES @ (956) 787-7951 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

4. CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).

5. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2 (H.C.I.D. No. 2) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ 956.787.1422 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

7. AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE TMUTCD LATEST EDITION, AND AS APPROVED BY THE ENGINEER.

8. ALL MATERIALS AND DEBRIS, EXCEPT CALICHE BASE, RESULTING FROM DEMOLITION IN PREPARATION FOR THE PROPOSED IMPROVEMENTS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THESE MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED.

9. CONTRACTOR SHALL AT ALL TIME PROVIDE ACCESS TO EXISTING RESIDENCES.

10. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

11. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

12. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

13. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

14. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED.

15. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY TO RELOCATE OR DIVERT ANY UTILITY IN CONFLICT WITH PROPOSED CONSTRUCTION SO AS NOT TO DISRUPT SERVICE OF IT. CONTRACTOR SHALL RESTORE, RELOCATED, OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION.

16. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

18. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY, OR STATE.

19. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

20. DURING EXCAVATION OPERATIONS FOR DRAINAGE AND/OR UTILITIES, THE CONTRACTOR SHALL NOT PILE ANY EXCAVATED MATERIAL OR EXCAVATE WITHIN THE DRIP LINE OF TREES THAT ARE TO BE PRESERVED.

21. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

22. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESS IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.

23. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES.

24. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES , DRAINAGE , IRRIGATION AND ROAD IMPROVEMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING OF THE TRENCH IF REQUIRED DUE TO FIELD CONDITIONS AND/OR INCLEMENT WEATHER. DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

25. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

26. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, TRASH, ETC., SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 2 THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT No 2. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

27. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING. THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION 19000.

28. NEW CALICHE MATERIAL GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

TYPE D GRADE 6

SIEVE No.	PERCENT RETAINED
2	0
½	20–60
4	40–75
40	75–85

29. EXISTING CALICHE TO BE EXCAVATED AND STOCKPILED AND MAY BE USED IN THE BOTTOM HALF OF THE ROAD BASE BE CONSTRUCTED FROM A COMBINATION OF EXISTING AND NEW TO ATTAIN THE REQUIRED 10 IN. DEPTH. A MINIMUM OF 4" CALICHE SHALL BE USED AT THE TOP OF THE BASE.

HIDALGO COUNTY
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RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

RODRIGUEZ ST.
TYPICAL GENERAL NOTES

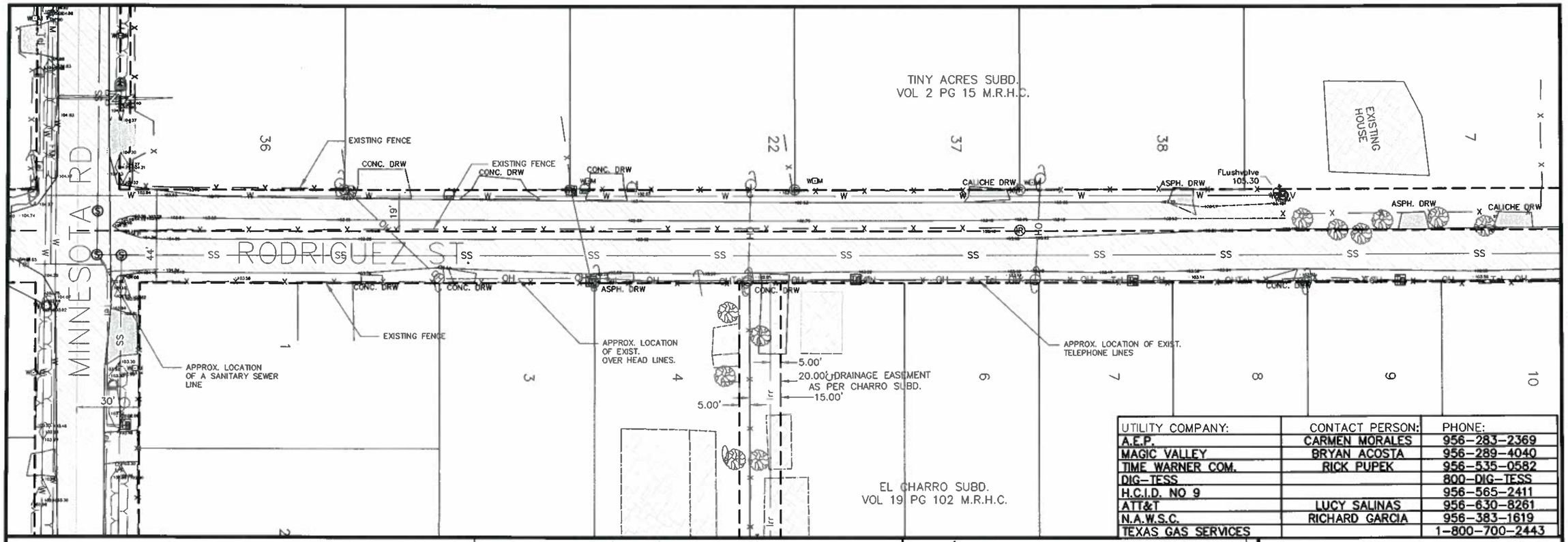
STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
8/24/12

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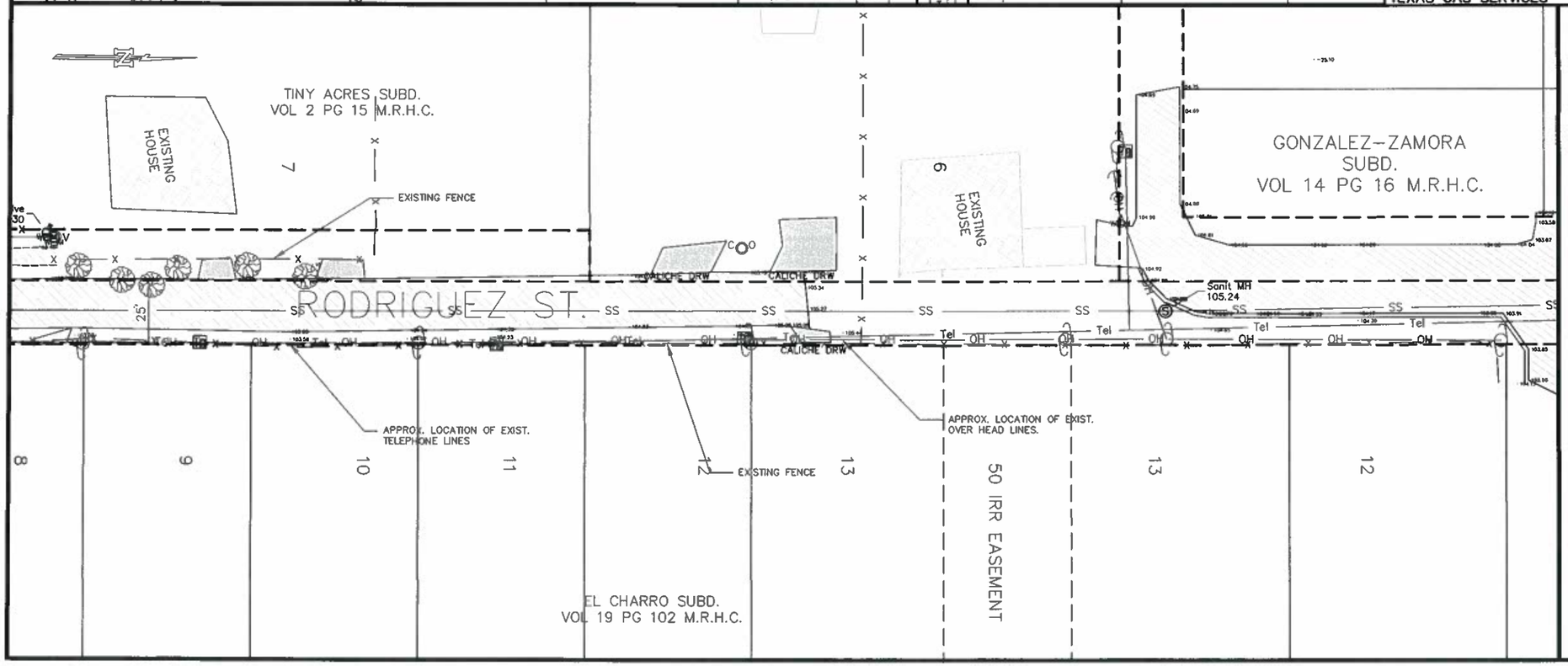
RAUL E. SESIN, P.E. No. 86374

SCALE: NTS
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
TOPY BY: EDGAR ISIDRO
SHEET: S-1

Drawing: S:\PCT 2\Rodriguez st\general notes and typical details.dwg Plotted by: cynthia.perez



UTILITY COMPANY:	CONTACT PERSON:	PHONE:
A.E.P.	CARMEN MORALES	956-283-2369
MAGIC VALLEY	BRYAN ACOSTA	956-289-4040
TIME WARNER COM.	RICK PUPEK	956-535-0582
DIG-TESS		800-DIG-TESS
H.C.I.D. NO 9		956-565-2411
ATT&T	LUCY SALINAS	956-630-8261
N.A.W.S.C.	RICHARD GARCIA	956-383-1619
TEXAS GAS SERVICES		1-800-700-2443



NOTE:

THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT THE ABOVE LISTED AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES

LEGEND

- = FND CPS
- = FND IRON ROD
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- WM = WATER METER
- WV = WATER VALVE
- = SIGN
- TP = TELEPHONE PEDESTAL
- = TELEPHONE BOX
- = STANDPIPE
- = IRRIGATION VALVE
- = TELEPHONE MARKER
- = FIRE HYDRANT
- = TYPE "C-C" GRATED INLET
- STOP = STOP SIGN

NG= NATURAL GROUND
FL= FLOW LINE
APPROX.=APPROXIMATE

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COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

RODRIGUEZ ST. IMP
TOPOGRAPHY

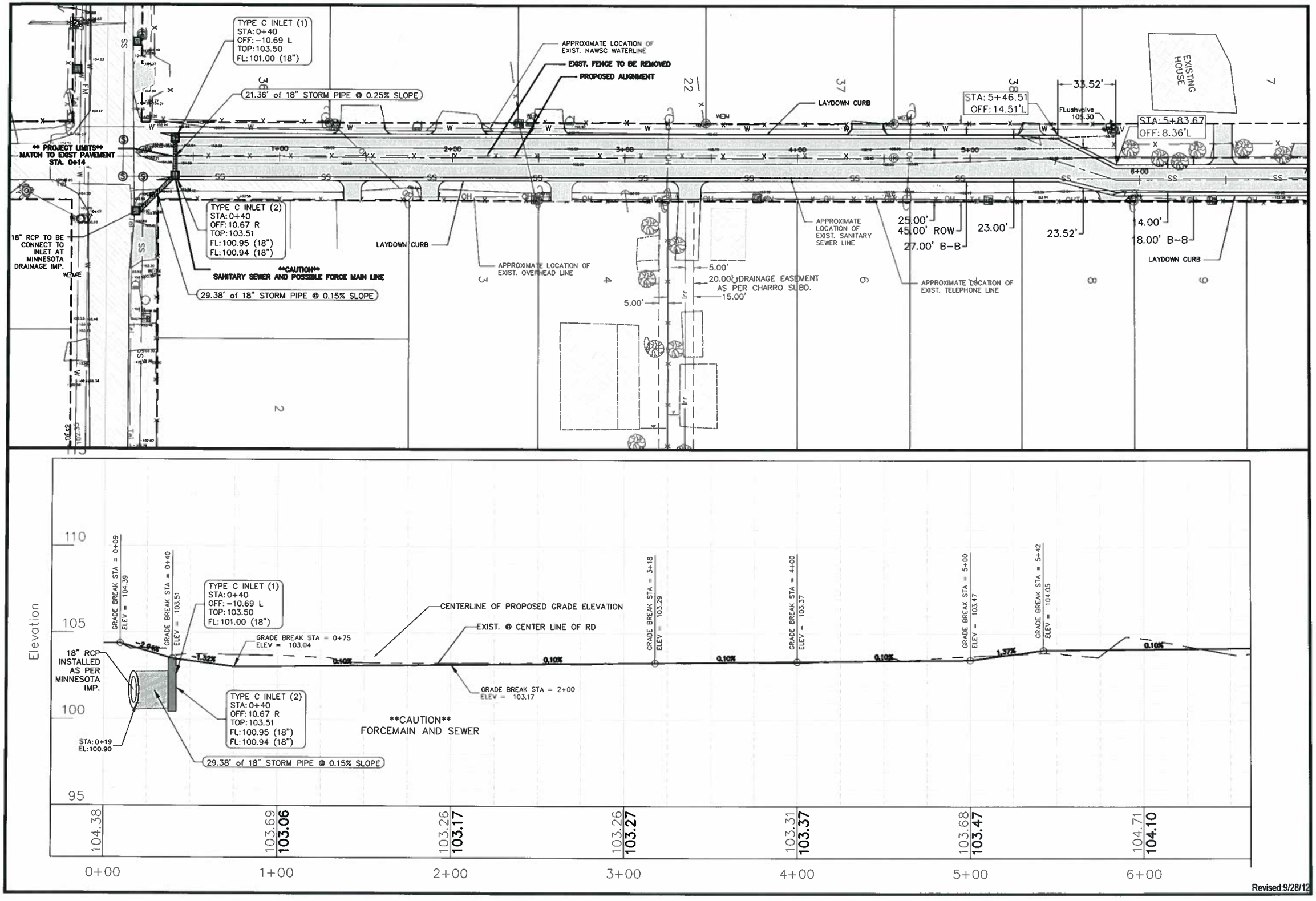
STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date

RAUL E. SESIN P.E. No. 86374

SCALE: 1"=50'
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-2

Drawing: L:\PCT 2\Rodriguez st\rodriguez topo n storm 7.30.12.dwg Plotted by: cynthia.perez



Revised:9/28/12

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
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COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

RODRIGUEZ ST.
STORM SEWER
PLAN & PROFILE

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date

RAUL E. SESIN P.E. No. 86374
SCALE: (V) 1"=5' (H)1"=50'
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
TOPY BY: EDGAR ISIDRO
SHEET: S-3

Drawing: L:\PCT 2\Rodriguez st & ditch\Rodriguez revised 9.25.12.dwg) Plotted by: cynthia.perez
Layout Tab: storm sewer Date: 09/28/2012 Time: 11:30:59 AM

APPROXIMATE LOCATION OF EXIST. NAWSC WATERLINE

STA: 5+46.51
OFF: 14.51'L

Flushvalve 105.30

STA: 5+83.67
OFF: 8.36'L

207.43'

LAYDOWN CURB

STA: 10+06.68
OFF: 8.75'L

PROJECT LIMITS
MATCH TO EXISTING PAVEMENT
STA. 10+21

3.5'

2.81'

4.54'

5.63'

Sanit MH 105.24

45.00' ROW

27.00' B-B

18.00' B-B

14.00'

45.00'

LAYDOWN CURB

APPROXIMATE LOCATION OF EXIST. OVERHEAD LINE

18.00' B-B

14.00'

3.5'

25.00' ROW

APPROXIMATE LOCATION OF EXIST. TELEPHONE LINE

APPROXIMATE LOCATION OF EXIST. SANITARY SEWER LINE

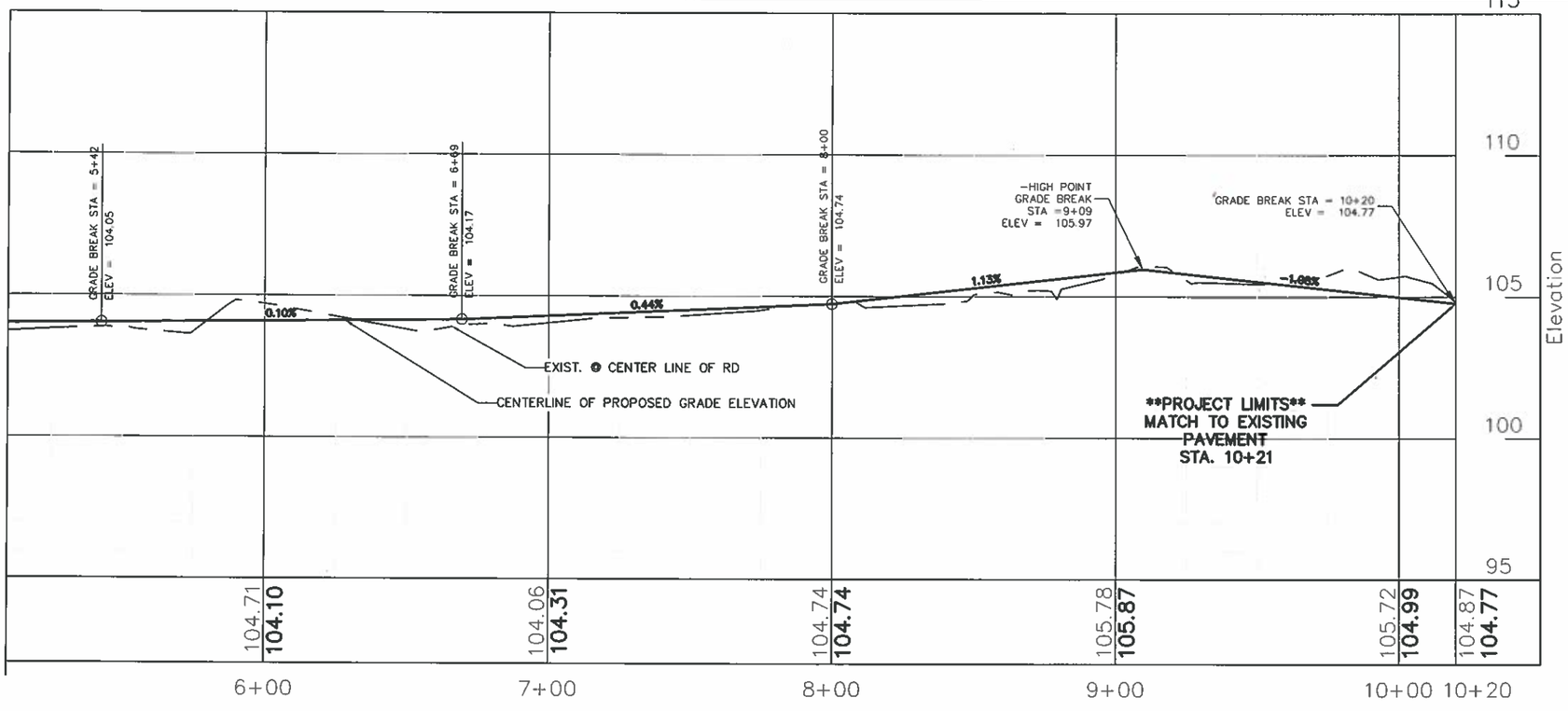
25.00' ROW

24.07'

50 IRR EASEMENT

NOTE:

THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT UTILITY PROVIDERS AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

RODRIGUEZ ST.
STORM SEWER
PLAN & PROFILES

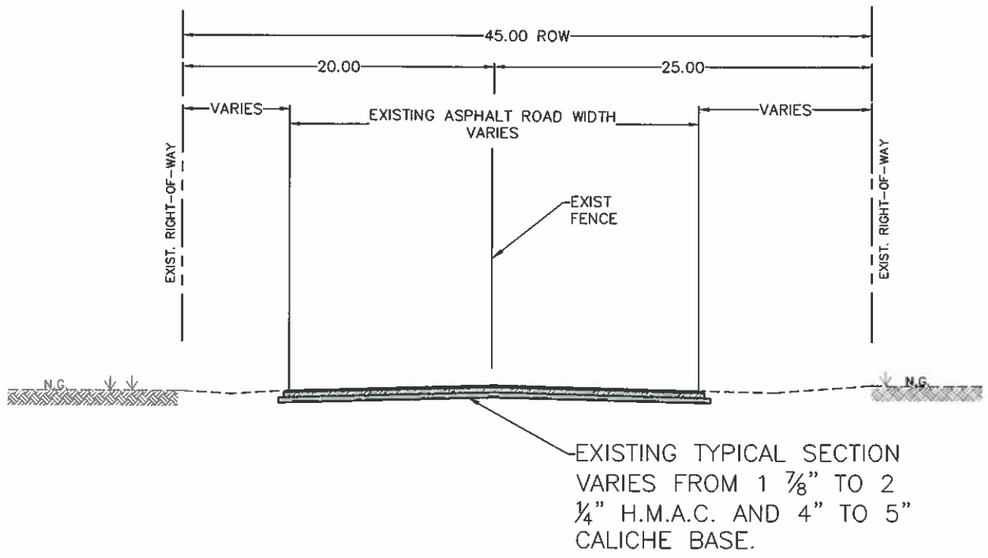
STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date

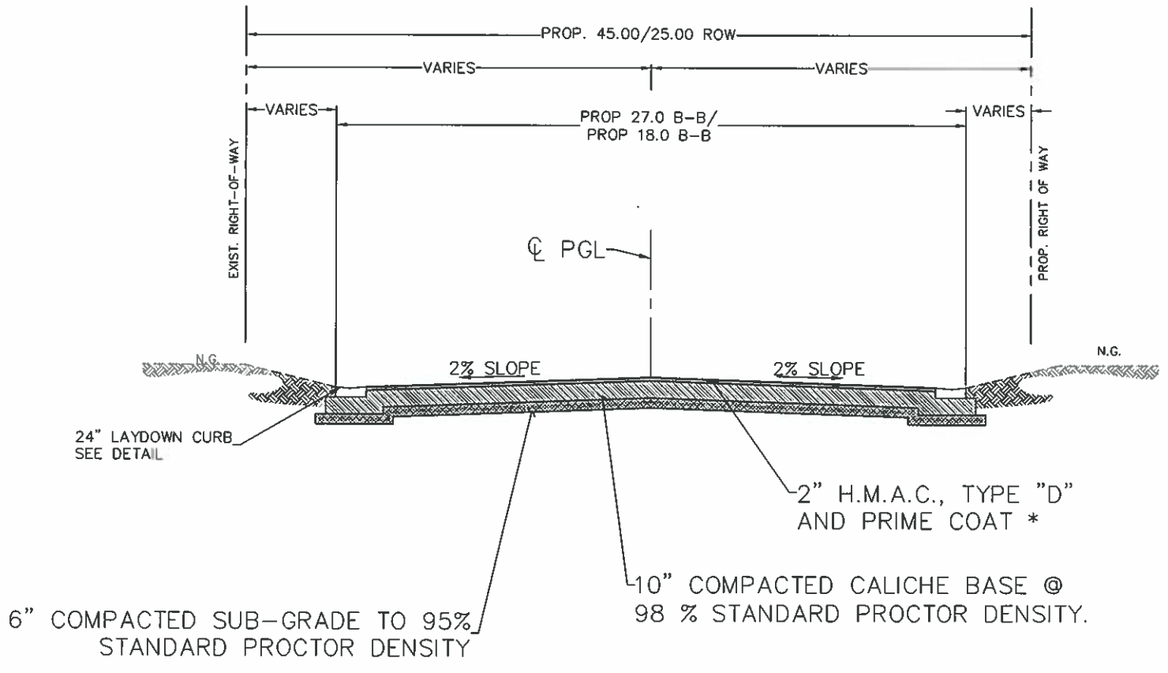
RAUL E. SESIN P.E. No. 86374

SCALE: (V) 1"=5' (H)1"=50'
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-4

Drawing: I:\PCT 2\Rodriguez st\rodriguez topo n storm 7.30.12.dwg) Plotted by: cynthia.perez



EXISTING RODRIGUEZ RD
STREET CROSS SECTION



PROPOSED RODRIGUEZ RD
STREET CROSS SECTION

HIDALGO COUNTY
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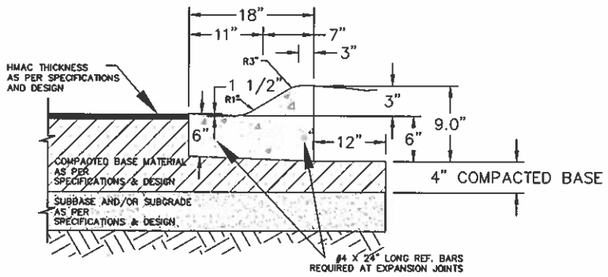
COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

Rodriguez Road Imp.
Exist. & Prop. Road Cross Sections

STATE OF TEXAS
RAUL E. SESIN
86374
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PROFESSIONAL ENGINEER
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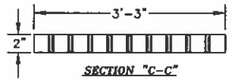
SCALE: NTS
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-5

Drawing: L:\PCT 2\Rodriguez st\Rodriguez Street Cross Sections.dwg) Plotted by: cynthia.perez

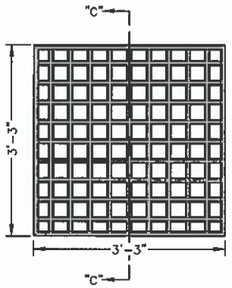


1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN 3/4" EXPANSION JOINT.

TYPICAL COUNTY LAYDOWN CURB & GUTTER SECTION



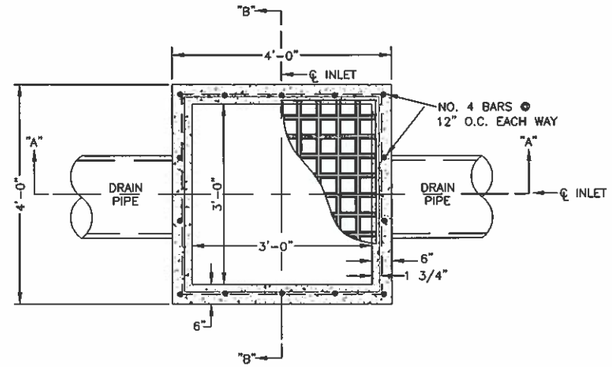
SECTION "C-C"



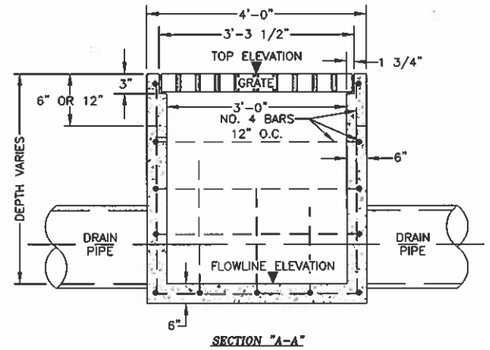
TOP VIEW OF TYPE "C" GRATE

REINFORCING STEEL DETAILS

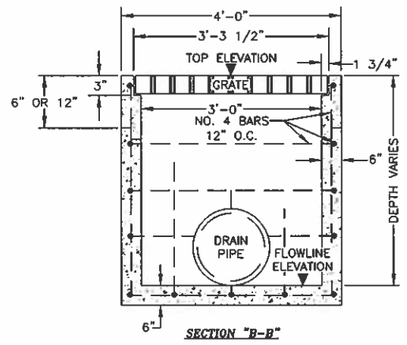
NOTE:
1. ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS EXCEPT IN TOP SLAB OR MANHOLE.
2. ALL GRATE INLET COVERS SHALL BE PEDESTRIAN SAFE COVERS. OPENINGS SHALL BE NO GREATER THAN 3/8" WIDE.
3. INLET SHALL BE PLACED ON 6-INCH SAND BEDDING. SUBGRADE SHALL BE COMPACTED TO 95% DENSITY



TOP VIEW OF INLET

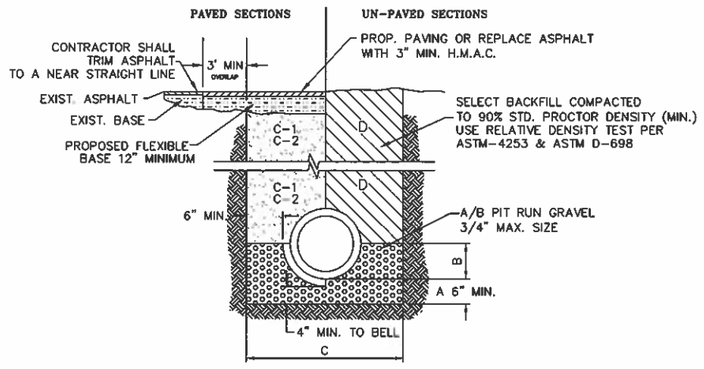


SECTION "A-A"



SECTION "B-B"

TYPE "C" GRATE INLET



A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") - PIT RUN GRAVEL 3/4" MAX. SIZE.

B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE

C. TRENCH WIDTHS SHALL BE BELL O.D. + 12".

C-1 (CITY STREETS, PARKING AREA, DRIVEWAYS) SELECT EXCAVATED BACK FILL COMPACTED TO 95% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. SELECTED EARTH BACKFILL COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.

STORM TRENCH BEDDING AND BACKFILL DETAILS

REVISED 9/28/12

HIDALGO COUNTY
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DRAINAGE IMPROVEMENTS
PROJECT

RODRIGUEZ ST.
TYPICAL DETAILS

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the date designated below.

9/28/12

RAUL E. SESIN-P.E. No. 86374

SCALE: NTS
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-6

Drawing: I:\PCT 2\Rodriguez st & Minn. East of I Rd\general notes and typical details.dwg) Plotted by: cynthia.perez
Current Tab Model Date: 09/28/2012 Time: 01:53:08 PM

AI-34711 **Purchasing Department 18. D. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute a professional engineering services contract with L&G Engineering for the job specific purpose of: "Tom Gill/Liberty Road (From US Expressway 83 to FM 2221)" for Precinct No. 3 as approved for negotiations on 9/18/12.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $567,770.36) for provision of engineering services required by Pct. #3 consisting of: "Engineering services required for the preparation for the Environmental Assessment with TxDOT, Public Involvement and Schematic Design for the Tom Gill/Liberty Road project from US 83 North to FM 2221," with L&G Engineering under contract No. C-12-246-10-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-100-0-731

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

BUDGETARY IMPACT:

Req # 224683, pending $2.36 transfer (agenda item # 34676).

Attachments

Contract

Legal Approval of Agreement

WA#1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 04:30 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Rocio Villarreal Started On: 10/11/2012 03:30 PM

Final Approval Date: 10/12/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-246-10-16

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"Tom Gill / Liberty Road (from US Expressway 83 to FM 2221)"** project for **Hidalgo County Precinct No. 3** hereinafter referred to as the **"Project".**

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

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

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

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

identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

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

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

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

3.1 Termination Date. This Agreement shall terminate on **October 16, 2016** or upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

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

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

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

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

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

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

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

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

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

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

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

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

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

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

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

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

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

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

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

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

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

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

5.1 ***Basic Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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

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

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

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

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

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of

feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set

forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

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

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

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

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for

any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

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

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

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

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be

incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

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

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

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

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to

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

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

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

engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

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

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

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

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent

of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall

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

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to

any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

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

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

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

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

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

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

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

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

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

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

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

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

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

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

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

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

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

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

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

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

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

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

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

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

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

OWNER	**ENGINEER**
Hidalgo County **1615 S. Closner, Suite J** **Edinburg, Texas 78539**	**L & G Consulting Engineers , Inc.** **2100 West Expwy 83** **Mercedes, Texas 78570**

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

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no

previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

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

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

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

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

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

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

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

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for

which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2012.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E., President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

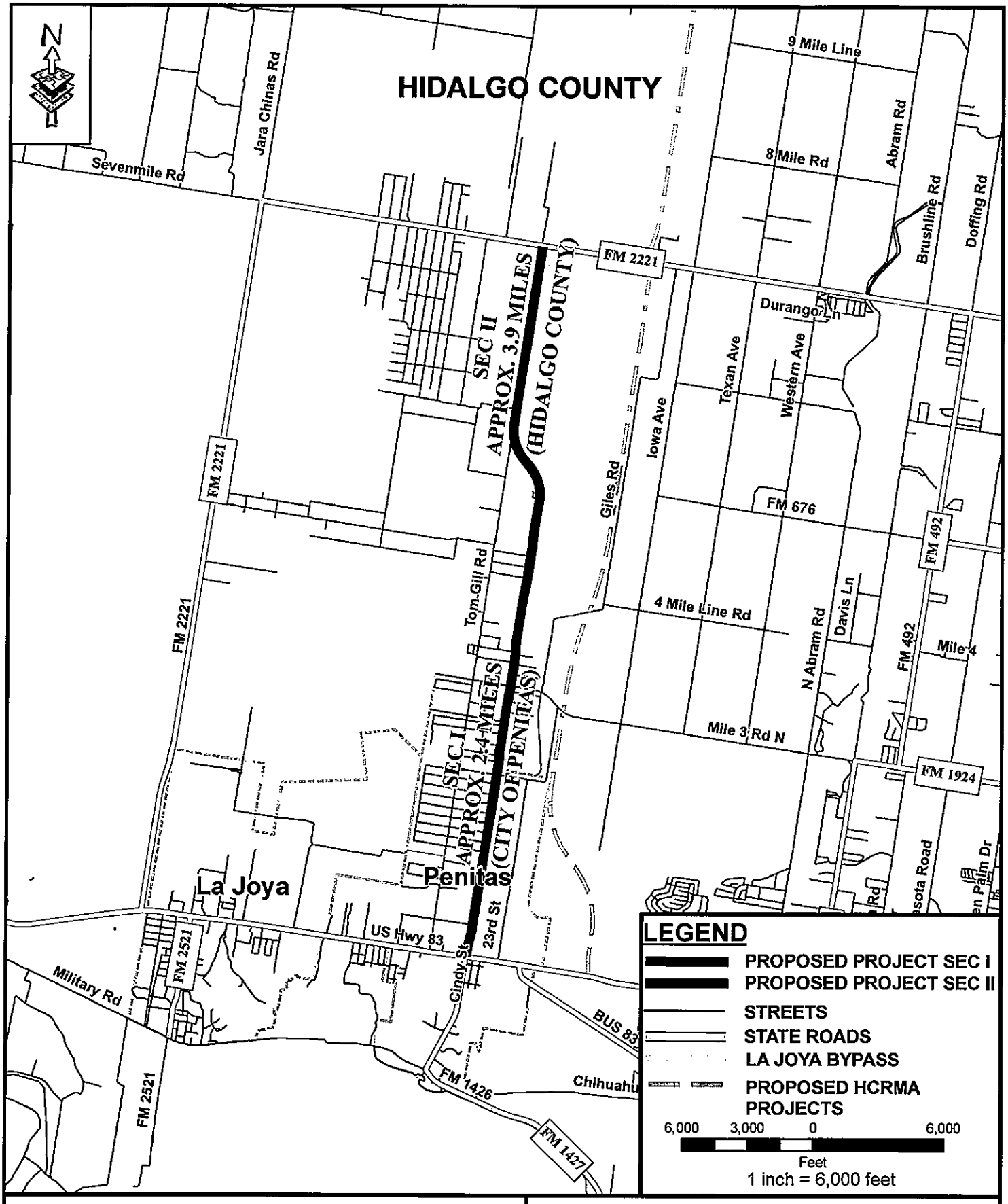
Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBITS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D1 - Fee Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*



TOM GILL ROAD/LIBERTY BLVD LOCATION MAP

FROM EXPRESSWAY 83 TO FM 2221

APPROX. PROJECT LENGTH 6.3 MILES

L&G Engineering

Transportation Consulting Engineers

G:\AMAPS\TOM GILL ROAD\TOM GILL RD-LIBERTY BLVD ROAD LOCATION 4-24-12.mxd

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER

1. The COUNTY will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The COUNTY will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The COUNTY will provide the ENGINEER with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the ENGINEER to maintain an agreed upon project schedule.

4. The COUNTY will process all acceptable requests for payment in a timely manner.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #3
CONTROL:	
PROJECT/DESCRIPTION:	SCHEMATIC, PUBLIC INVOLVEMENT, EA, SURVEYS, PS&E DESIGN, UTILITY COORDINATION, RIGHT-OF-WAY MAPPING AND ACQUISITION SERVICES, CONSTRUCTION MANAGEMENT FOR THE TOM GILL/LIBERTY RD PROJECT
LENGTH:	6.3 MILES
HIGHWAY:	TOM GILL/LIBERTY ROAD PROJECT
LIMITS:	FROM EXPRESSWAY 83 NORTH TO FM 2221

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- X New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections (To be provided by TxDOT)
N/A	N/A	4.	Develop Roadway Design Criteria
N/A	N/A	5.	Preliminary Cost Estimates
N/A	N/A	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
N/A	N/A	7.	Preliminary Right-of-Way Requirements
N/A	N/A	8.	Design Concept Conference (In coordination with TxDOT)
		9.	Soil Core Hole Drilling
N/A	N/A		a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-3 for requirements)

SOCIAL, ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
N/A	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
N/A	N/A	a. A public involvement meeting(s) shall be scheduled, coordinated and conducted.*
N/A	N/A	b. Technical assistance, meeting(s) preparation, maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the STATE, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by STATE.
N/A	N/A	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
N/A	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
N/A	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
N/A	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
N/A	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
N/A	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
N/A	N/A	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
N/A	N/A	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
N/A	N/A	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
ENGINEER COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:

The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:

For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
ENGINEER COUNTY

2.11. Preliminary Right-of-Way Layout – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

N/A N/A

3.1. Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

N/A N/A

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By:
ENGINEER COUNTY

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest

Services Provided By:
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distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By: ENGINEER	COUNTY		
		3.3. Exhibits:	An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.
N/A	N/A	3.3.1. Property Description:	A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information. All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum: a. State, County, and Survey within which the proposed parcel of land to be acquired is located. b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable. c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used. The property description shall continue with a metes and bounds description which shall include as a minimum: d. A point of commencing. e. A point of beginning with the appropriate N and E surface coordinates. f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call. g. A description of all monumentation set or found shall include, as a minimum, size and material. h. A reference to the source of bearings, coordinates, and datum used.
N/A	N/A	3.3.2. Parcel Plat:	A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

Services Provided By: ENGINEER	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
N/A	N/A	4.1. An Abstract Map of the current record title holders.
N/A	N/A	4.2. A Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
N/A	N/A	4.3. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
N/A	N/A	4.4. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	NO	4.5. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
N/A	N/A	4.6. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
N/A	N/A	4.7. Records used to establish ownership.
N/A	N/A	4.8. ROW and parcel filed notes signed and sealed by a RPLS.
N/A	N/A	4.9. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
N/A	N/A	4.10. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2003* word processing software.

0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. **GENERAL SPECIFICATIONS:**

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER

regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale

___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

DESIGN AND CONSTRUCTION SURVEYS
(Function Code 150)

B. DESIGN AND CONSTRUCTION SURVEYS:

1. PURPOSE:
The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

2. DEFINITIONS:
A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

3. WORK TO BE PERFORMED:

3.1. Design Surveys:
In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

N/A N/A 3.1.1. Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.

N/A N/A 3.1.2. Locate all existing utilities, overhead and underground.
Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down.
Vertically – The ENGINEER shall identify all utilities that are potential conflicts and that need to be tied vertically and coordinate the exposure. The ENGINEER will advise the SURVEYOR in writing of the needed vertical ties and he will provide the required information to the ENGINEER promptly.

N/A N/A 3.1.3. Locate topographical features and existing improvements.

N/A N/A 3.1.4. Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

N/A N/A 3.1.5. Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

N/A N/A 3.1.6. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	3.1.7.	Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.
N/A	N/A	3.1.8.	Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
N/A	N/A	3.1.9.	Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain.
N/A	N/A	3.1.10.	Inventory signs, mailboxes, and large trees within the proposed ROW.
N/A	N/A	3.1.11.	Locate wetlands.
N/A	N/A	3.1.12.	Establish additional control points.
N/A	N/A	3.1.13.	Locate existing right-of-ways.
N/A	N/A	3.1.14.	Review right-of-way maps.
N/A	N/A	3.1.15.	Locate boreholes.
N/A	N/A	3.1.16.	Perform hydrographic surveys.
N/A	N/A	3.1.17.	Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set.
		3.2.	Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
N/A	N/A	3.2.1.	Stake existing and/or proposed right-of-ways.
N/A	N/A	3.2.2.	Stake existing and/or proposed baseline/centerline.
N/A	N/A	3.2.3.	Stake proposed bridge structures.
N/A	N/A	3.2.4.	Stake proposed drainage structures, such as manholes, culverts, etc.
N/A	N/A	3.2.5.	Set grade stakes.
N/A	N/A	3.2.6.	Recover and check existing control points.
N/A	N/A	3.2.7.	Establish additional control points.
N/A	N/A	3.2.8.	Check elevations and locations of structures.
N/A	N/A	3.2.9.	Determine and resolve conflicts associated with survey data.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

N/A	N/A	4.1.	Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.
N/A	N/A	4.2.	Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

N/A	N/A	4.3.	Computer printouts or other tabulations summarizing the results of field surveys.
N/A	N/A	4.4.	Digital files or media acceptable by the ENGINEER containing field survey data.
N/A	N/A	4.5.	Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
N/A	N/A	4.6.	Field survey notes, as electronic and/or hard copies.
N/A	N/A	4.7.	An 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.
N/A	N/A	4.8.	Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
N/A	N/A	4.9.	A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
N/A	N/A	4.10.	Survey reports in a format requested by the ENGINEER.
N/A	N/A	4.11.	Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.

5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.1 of one foot.
b. Utilities and improvements: less than 0.2 of one foot.
c. Cross-sections and profiles: less than 1 foot.

d. Bore holes: less than 3 feet.

5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.02 of one foot.
b. Utilities and improvements: less than 0.1 of one foot.
c. Cross-sections and profiles: less than 0.2 of one foot.
d. Bore holes: less than 0.5 of one foot.

6. AUTOMATION REQUIREMENTS:

6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
N/A	N/A	a. Horizontal and Vertical Alignment
N/A	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
N/A	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
N/A	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
N/A	N/A	b. Typical Sections
N/A	N/A	c. Design Cross Sections
N/A	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
N/A	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
N/A	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway

The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
N/A	N/A	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
N/A	N/A	d. Traffic Data for Pavement Design by STATE
N/A	N/A	e. Basic Design Criteria
N/A	N/A	f. Life Cycle Cost Analysis(es)
N/A	N/A	g. Cost Data
N/A	N/A	h. Pavement Material Properties
N/A	N/A	i. Rehabilitation Investigations
N/A	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
N/A	N/A	a. Drainage area maps showing existing conditions and proposed improvements. (MAP ONLY)
N/A	N/A	b. Hydrologic data/discharge determination on map.
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
N/A	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
N/A	N/A	(3) Culverts
N/A	N/A	(4) Bridge waterways
N/A	N/A	(5) Channels
N/A	N/A	(6) Storm sewers/inlets
N/A	N/A	(7) Pump stations
N/A	N/A	(8) Storm Water Management facilities
N/A	N/A	(9) Other
		(a) Irrigation Canals/Siphons
N/A	N/A	b. Hydraulic report(s)
N/A	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
N/A	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
N/A	N/A	(1) New culverts
N/A	N/A	(2) Culvert widening and/or lengthening
N/A	N/A	(3) Culvert replacements
		b. Storm sewers
N/A	N/A	(1) New storm sewers
N/A	N/A	(2) Modify existing storm sewers
N/A	N/A	(3) Inlets
N/A	N/A	(4) Manholes
N/A	N/A	(5) Trunk lines
N/A	N/A	c. Pump stations
N/A	N/A	d. Subsurface drainage at retaining walls
N/A	N/A	e. Outfall channel(s) within the ROW
N/A	N/A	f. Outfall channel(s) outside the ROW
N/A	N/A	g. Detention Pond(s) within the ROW
N/A	N/A	h. Detention Pond(s) outside the ROW
N/A	N/A	i. Summary of Quantities
N/A	N/A	j. Storm Water Management facilities
N/A	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
N/A	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
N/A	N/A	2. Summary of Small Signs Tabulation
N/A	N/A	3. Summary of Large Signs Tabulation including all Guide Signs
N/A	N/A	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
N/A	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
N/A	N/A	(2) Photographs as appropriate
N/A	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
N/A	N/A	(a) Existing
N/A	N/A	(b) Estimated
N/A	N/A	(c) Projected
N/A	N/A	(d) Pedestrian
N/A	N/A	(5) Traffic Survey - Count Analysis
N/A	N/A	(6) Recommendation based on above data
N/A	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
N/A	N/A	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
N/A	N/A	(a) Confirm power source
N/A	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
N/A	N/A	(c) Adjustment of overhead utility lines
N/A	N/A	(2) Prepare governing specifications and special provisions list
N/A	N/A	(3) Prepare project estimate
N/A	N/A	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
N/A	N/A	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
N/A	N/A	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
N/A	N/A	e. Foundation Studies (Show cost estimate with Function Code 110)
N/A	N/A	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
N/A	N/A	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
N/A	N/A	g. Estimate
N/A	N/A	h. Summary of Quantities
N/A	N/A	i. Typical X-section.
N/A	N/A	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

		3. Illumination
N/A	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout

(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
   (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
   (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
   (e) Tentative ROW limits
   (f) Direction of traffic flow on all roadways
   (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

N/A	N/A	b. Final Roadway Illumination and Electrical Circuit Layouts

(1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc.
(2) Center line with station numbering.
(3) ROW lines.
(4) Symbol legend. Use department standard symbols for lighting and electrical.
(5) Culverts and other structures that present a hazard to traffic.
(6) Location of underground utilities, if not shown on plan profile.
(7) Location of overhead electrical lines, both crossing and parallel to ROW.
(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
(9) Existing service poles, electrical circuits, ground boxes, etc.
(10) Contact electric utility for service pole locations, voltage characteristics.
(11) Location of proposed sign lighting circuits and roadway illumination.
(12) Proposed electrical circuits.
(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
N/A	N/A	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the ENGINEER showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
N/A	N/A	a. Erosion Control
N/A	N/A	b. Landscape Development
N/A	N/A	5. Compute and Tabulate Quantities
N/A	N/A	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
N/A	N/A	(4) Conventional Illumination Poles
N/A	N/A	(5) Sound Barrier Walls
N/A	N/A	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
N/A	N/A	a. Utility Agreements
N/A	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
N/A	N/A	9. Estimate
N/A	N/A	10. Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	_____
N/A	N/A	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	N/A	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
N/A	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	(11) Bridge Classification Culvert(s)**	_____
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	_____
		Total New Structures =	_____
		b. Existing Structure(s)	_____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
N/A	N/A	(2) Bridge Replacement	_____
N/A	N/A	(3) Raising Bridge Elevation	_____
N/A	N/A	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
- (1) Horizontal curve information or bearing of centerline.
- (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
- (3) Bearing of center line or reference line.
- (4) Skew angle(s).
- (5) Slope for header banks and approach fills.
- (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
- (7) Approach pavement and crown width.
- (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
- (9) Approach slab and curb returns.
- (10) Limits and type of riprap.
- (11) Proposed features under structure.
- (12) Location of profile grade line.
- (13) North arrow.
- (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
- (15) Cross slope and super elevation data.
- (16) Minimum horizontal clearances when applicable.
  - (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
- (17) Location of soil core holes (station and offset), shown on layout.
- (18) Bent stations and bearings.
- (19) Retaining wall locations.
- (20) Traffic flow directional arrows.
- (21) Railing types shown.
- (22) Joint types and seal size, if used.
- (23) Beam line numbers consistent with span details.
- (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
- (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
- (1) Type of foundation.
- (2) Finished grade elevations at beginning and end of bridge.
- (3) Overall length of structure.
- (4) Length, type of spans and units.
- (5) Type of railing.
- (6) Minimum calculated vertical clearance(s).
- (7) Existing and proposed ground lines clearly marked.
- (8) Grid elevations and stations.
- (9) Bent numbers encircled.
- (10) Stationing of bridge compatible with grid stations.
- (11) Standard title.
- (12) Profile grade data.
- (13) Type of riprap.
- (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
- (15) Fixed/expansion condition of all bents.
- (16) Column "H" heights.
- (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
N/A	N/A	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
N/A	N/A	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
N/A	N/A	5. Bridge Total Quantities and Cost Estimates (each bridge)
N/A	N/A	6. Bridge Special Provisions and Specifications (each bridge)
N/A	N/A	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
N/A	N/A	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

8. General Guidelines for Bridge Design *(continued)*
   d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

N/A N/A **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the CITY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the CITY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the CITY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the CITY and act as the CITY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the CITY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the CITY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the CITY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

9) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

    b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

11) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the CITY.

12) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The CITY will be furnished five (5) set of prints.

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the CITY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the CITY and the project plans and specifications.
(h) Providing accurate and timely reports to the CITY and all/other recipients as designated by the CITY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 00 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
N/A	N/A	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
N/A	N/A	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
N/A	N/A	c) Overhead Costs i) Administrative costs
N/A	N/A	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
N/A	N/A	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
N/A	N/A	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.
N/A	N/A	b) Secure title commitments updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.
N/A	N/A	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

3) APPRAISAL

N/A N/A a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

N/A N/A b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.

N/A N/A c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.

N/A N/A d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

N/A N/A e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

N/A N/A f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

N/A N/A g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the COUNTY OF HIDALGO.

N/A N/A h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or the COUNTY.

N/A N/A i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

N/A N/A j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

4) APPRAISAL REVIEW

N/A N/A a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

N/A N/A b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.

N/A N/A c) Prepare and submit to COUNTY the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

N/A N/A d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the

review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

N/A N/A a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

N/A N/A b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the COUNTY OF HIDALGO.

N/A N/A c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY.

N/A N/A d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

N/A N/A e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

N/A N/A a) Analyze appraisal and appraisal review reports and confirm the COUNTY's approved value prior to making offer for each parcel.

N/A N/A b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

N/A N/A c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

N/A N/A d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

N/A N/A e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

N/A N/A f) Respond to property owner inquiries verbally and in writing within two business days.

N/A N/A g) Prepare a separate negotiator contact report for each parcel per contact.

N/A N/A h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

N/A N/A i) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting

documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.

N/A N/A j) Prepare final offer letter, documents of conveyance as necessary.

N/A N/A k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

N/A N/A l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

N/A N/A m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

N/A N/A n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on sheet 12-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.

7) CLOSING SERVICE FEES

N/A N/A a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.

N/A N/A b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

N/A N/A c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to COUNTY for acceptance by the County Council or COUNTY Commissioners.

8) RELOCATION ASSISTANCE SERVICES

N/A N/A a) The amount of relocations or displacements is identified on Page 12-1; however, if there should be at a later date, L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

N/A N/A b) L&G will provide advisory services to business displacements and relocate them effectively.

N/A N/A c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

9) CONDEMNATION SUPPORT

N/A N/A a) Pre-Hearing Support

i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special

Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

N/A N/A

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.

vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) PAYMENT SCHEDULE

N/A N/A a) Project Administration
- i) Payment and Milestones
  - (a) Full Project Office
    - (1) Lump Sum Basis (assume 1 year project presence)
    - (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
    - (3) Remainder paid out in equal monthly installments of 15% starting the following month.
    - (4) Monthly billing to COUNTY OF HIDALGO will be required.

N/A N/A b) Title Services
- ii) Payment
  - (a) Per Parcel basis.
- iii) Milestones
  - (a) 100% upon securing initial title commitment.

N/A N/A c) Appraisal Services
- i) Payment
  - (a) Per Parcel Basis
- ii) Milestones
  - (a) 100% paid upon delivery of complete and acceptable appraisal report

N/A N/A d) Appraisal Review
- i) Payment
  - (a) Per Parcel Basis
- ii) Milestones
  - (a) 100% upon submission of ROW-A-10

N/A N/A e) Appraisal Update
- i) Payment
  - (a) Per Parcel Basis
- ii) Milestones
  - (a) 100% upon delivery of complete and acceptable appraisal update.

N/A N/A f) Negotiation, Task, and Fees
- i) Payment
  - (a) Per Parcel Basis
- ii) Milestones
  - (a) 60% upon presentation of initial offer.
  - (b) 40% upon successful negotiation and all instruments are recorded.

N/A N/A g) Closing Service Fees
- i) Payment
  - (a) Per Parcel Basis
- ii) Milestones
  - (a) 90% upon recordation of instrument of conveyance.
  - (b) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

N/A N/A h) Relocation Assistance
- i) Payment
  - (a) Per Relocation
- ii) Milestones
  - (a) 100% upon issuance of 90-day vacancy letter.

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County - Precinct No. 3

EXHIBIT C
PROJECT WORK SCHEDULE
Tom Gill / Liberty Road Project
From US 83 to FM 2221
Length = 6.3 miles

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015												2016			
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Tom Gill Road																																												
SCHEMATIC																																												
Develop Schematic	L&G																																											
TxDOT Review & Revisions	TxDOT																																											
TxDOT Approval	TxDOT																																											
Revise to TxDOT & Public Meeting Comments	L&G																																											
PS&E																																												
30% Completion	L&G																																											
60% Completion	L&G																																											
90% Completion	L&G																																											
TxDOT Approval	TxDOT																																											
ENVIRONMENTAL CLEARANCE																																												
Public Involvement	L&G																																											
Prepare Environmental Document	L&G																																											
Submit Final Draft Document	L&G																																											
Agency Review & Revisions	TxDOT																																											
Environmental Decision	TxDOT																																												
ROW MAP																																												
Prepare ROW Map	L&G																																											
TXDOT Review & Revisions	TxDOT																																											
TxDOT Approval	TxDOT																																											
TXDOT RELEASE OF ROW																																												
Release (Dependent on Availability of Funds)	TxDOT																																												
ACQUISITION SERVICES																																												
ROW Acquisition	L&G																																												
PROPOSED LETTING																																												
Let Project (Est. Earliest Date: August 2015) (Dependent on Availability of Funds)	TxDOT																																												

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

1:51 PM 10/5/2012

EXHIBIT "D"
CONTRACT RATES

L & G Engineering

Transportation Consulting Engineers

Audited Overhead Rates 2010

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 12	Contract Rate FY 13	Contract Rate FY 14
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 199.89	$ 205.89	$ 212.06
Senior Engineer	$ 60.00	$ 166.58	$ 171.57	$ 176.72
Project Engineer	$ 43.00	$ 119.38	$ 122.96	$ 126.65
Design Engineer	$ 38.00	$ 105.50	$ 108.66	$ 111.92
EIT	$ 26.00	$ 72.18	$ 74.35	$ 76.58
Senior Engineer Tech	$ 25.00	$ 69.41	$ 71.49	$ 73.63
Engineer Tech	$ 24.00	$ 66.63	$ 68.63	$ 70.69
CADD Operator	$ 21.00	$ 58.30	$ 60.05	$ 61.85
ROW Administrator	$ 34.00	$ 94.39	$ 97.22	$ 100.14
ROW Negotiator	$ 31.00	$ 86.06	$ 88.65	$ 91.31
Biologist	$ 16.00	$ 44.42	$ 45.75	$ 47.13
Senior Environmental Scientist/Specialist	$ 43.00	$ 119.38	$ 122.96	$ 126.65
Environmental Secientist/ Specialist	$ 25.00	$ 69.41	$ 71.49	$ 73.63
Admin/Clerical	$ 18.00	$ 49.97	$ 51.47	$ 53.02

Negotiated Overhead Rate: 147.88%
Negotiated Profit Rate: 12.00%

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Approved (JG) 05/22/2012
Revision No. 5

EXHIBIT D-1 FEE SCHEDULE ESTIMATED PRELIMINARY PROJECT ENGINEERING COSTS
LIBERTY/TOM GILL ROAD PROJECT

ROADWAY PROJECT:	Tom Gill Road
LIMITS:	from US83 to FM 2221
EXISTING ROADWAY SECTION:	New location and 24' -- Rural
EXISTING ROW WIDTH:	80 Varies and New Location
PROPOSED ROADWAY SECTION:	4-lane divided urban from US 83 N. to Mile 3 then 2-lane rural to FM 2221
PROPOSED ROW WIDTH:	80FT - 120FT
ESTIMATED CONSTRUCTION COST .....(4-lane Urban).....	$7,920,000.00
ESTIMATED CONSTRUCTION COST .....(2-lane Rural.....	$8,800,000.00
LENGTH FOR 4-LANE ROADWAY US 83 NORTH TO MILE 3.....	2.4 Miles
LENGTH FOR 2 LANE ROADWAY FROM MILE NORTH TO FM 2221.....	4 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*HIDALO COUNTY*	*CITY OF PEÑITAS*
(FROM US 83 NORTH TO FM 2221)			
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN			
Environmental Assessment with TxDOT	$ -	$ 95,024.83	$ -
Public Involvement for the project (1 Public Meeting)	$ -	$ 25,053.03	$ -
Archeological and Historical Research	$ -	$ 30,081.02	$ -
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 20,005.84	$ -
Schematic	$ -	$ 231,544.73	$ -
Hydrological Map	$ -	$ 37,568.78	$ -
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	$ -	$ 27,568.65	$ -
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	$ -	$ 32,232.54	$ -
Update Schematic based on FIELD SURVEYS and ROW Map as provided by City of Peñitas and provide to TxDOT/County for EA update w/ FHWA	$ -	$ 31,871.70	$ -
Engineering Technical Support at Public Hearing with Layouts etc	$ -	$ 12,593.28	$ -
Public Involvement and Public Hearing	$ -	$ 24,225.96	$ -
SUB-TOTAL	$ -	**$ 567,770.36**	$ -
(FROM US 83 NORTH TO MILE 3)			
PHASE II- PS&E, ROW MAPPING and ROW Acquisition			
Complete ROW Map			$ -
Field Surveys for Design and Construction (Roadway and Outfall)			$ -
Right-of-Way Costs - Acq.Services @ (est.XX Parcels @ $12,800/Parcel Avg.)			$ -
Compensable Utilities Management Oversight			$ -
Estimated Roadway Right-of-Way Land Costs			$ -
COMPENSABLE UTILITY COSTS			$ -
PS&E Development (Roadway and Outfall)			$ -
PS&E Development for OUTFALL(S)			$ -
Permitted Utilities Coordination			$ -
PHASE II- CONSTRUCTION OVERSIGHT			$ -
ROADWAY CONSTRUCTION COST	$ 7,524,000.00		$ 396,000.00
TxDOT Construction Inspection(11%)	$ 871,200.00		$ 43,560.00
Eng Consultant Construction Management (Estimated 18 Months)			$ -
SUB-TOTAL	**$ 8,395,200.00**	$ -	**$ 439,560.00**
(FROM MILE 3 NORTH TO FM 2221)			
PHASE II- PS&E and ROW Acquisition			
Complete ROW Map (Estimated 44 Parcels)		$ 154,000.00	
Right-of-Way Costs - Acq.Services @ (est.44 Parcels @ $12,800/Parcel Avg.)		$ 563,200.00	
Estimated Compensible Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)		$ 150,000.00	
Estimated Roadway Right-of-Way Costs	$ 1,167,408.00	$ 291,852.00	
COMPENSABLE UTILITY COSTS (Est 6 Pipeline Crossings at $130,000 ea to lower and encase)	$ 780,000.00	$ 156,000.00	
Field Surveys for Design and Construction		$ 180,000.00	
Outfall Identification Preliminary Property Ownership and Hydraulics	$ -	$ 54,000.00	$ -
PS&E Development (7% Engineering Fee)		$ 554,400.00	
Engineering Fee to Create 2 sets of Plans and Submitt through Txdot		$ 135,000.00	
PS&E Development for OUTFALL(S)		$ 40,600.00	
Permitted Utilities Coordination to adjust	$ -	$ 45,000.00	
PHASE II- CONSTRUCTION OVERSIGHT			
ROADWAY CONSTRUCTION COST	$ 8,360,000.00	$ 440,000.00	
TxDOT Construction Inspection(11%)	$ 968,000.00	$ 48,400.00	
Eng Consultant Construction Management (18 Months)		$ 162,000.00	
SUB-TOTAL	**$ 9,328,000.00**	**$ 2,974,452.00**	$ -
TOTAL	**$17,723,200.00**	**$ 3,542,222.36**	**$ 439,560.00**

TOTAL ESTIMATED COUNTY COST: **$ 3,542,222.36**

FY 2012 ENGINEERING COSTS $ 567,770.36

FY 2013 - FY 2014 ENGINEERING COSTS $ 2,038,200.00

None Engineering Costs $ 936,252.00

TOTAL ESTIMATED CITY OF PEÑITAS COST: **$ 439,560.00**

FY 2012

FY 2013 - FY 2014

To be filled out by the City of Peñitas

TOTAL ESTIMATED PROJECT COST: **$21,704,982.36**

10/5/2012

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. ____

SAMPLE

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____
_____
_____
_____.

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" - 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 $_____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

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 _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY

BY:_____

SAMPLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2012.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2012 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2012.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS
(as required)

SAMPLE

Client#: 11734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2012

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

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

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956 687-1286
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Com	33138
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Hartford Casualty Ins Co	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
L & G Consulting Engineers, Inc.
DBA L & G Engineering , Inc.
2100 W Expressway 83
Mercedes, TX 78570

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	LHC735082	07/19/2012	07/19/2013	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2012	07/19/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	TSF00010203000	07/23/2012	07/23/2013	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC735082	07/19/2012	07/19/2013	$1,000,000	

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

The General Liability contains Additional Insured and Waiver of Subrogation to other form SS 00 08. Auto Liability contains Additional Insured and Waiver of Subrogation under endorsement Commercial Automobile Broad Form form HA 99 16 03 12. Workers Compensation contains Texas Waiver of Rights to Recover under form WC 42 03 04 A.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 83
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian E. Lewis

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rocio.villarreal

Subject: FW: C-12-246-10-16-Tom Gill

-----Original Message-----
From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, October 12, 2012 3:19 PM
To: 'rocio.villarreal'
Subject: RE: C-12-246-10-16-Tom Gill

The agreement is fine.

-----Original Message-----
From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, October 12, 2012 2:36 PM
To: 'Steve Crain'
Subject: FW: C-12-246-10-16-Tom Gill

Mr. Crain:

Attached is the requested modification by you including the revised agreement and insurance. Please approve as to form. Thank you.

Rocio V.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-246-10-16
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L **& G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation for the Environmental Assessment with TxDOT, Public Involvement and Schematic Design for the Tom Gill / Liberty Road project from US 83 North to FM 2221.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – 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 **$567,770.36**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Work Schedule.*

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. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on September 18, 2012 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

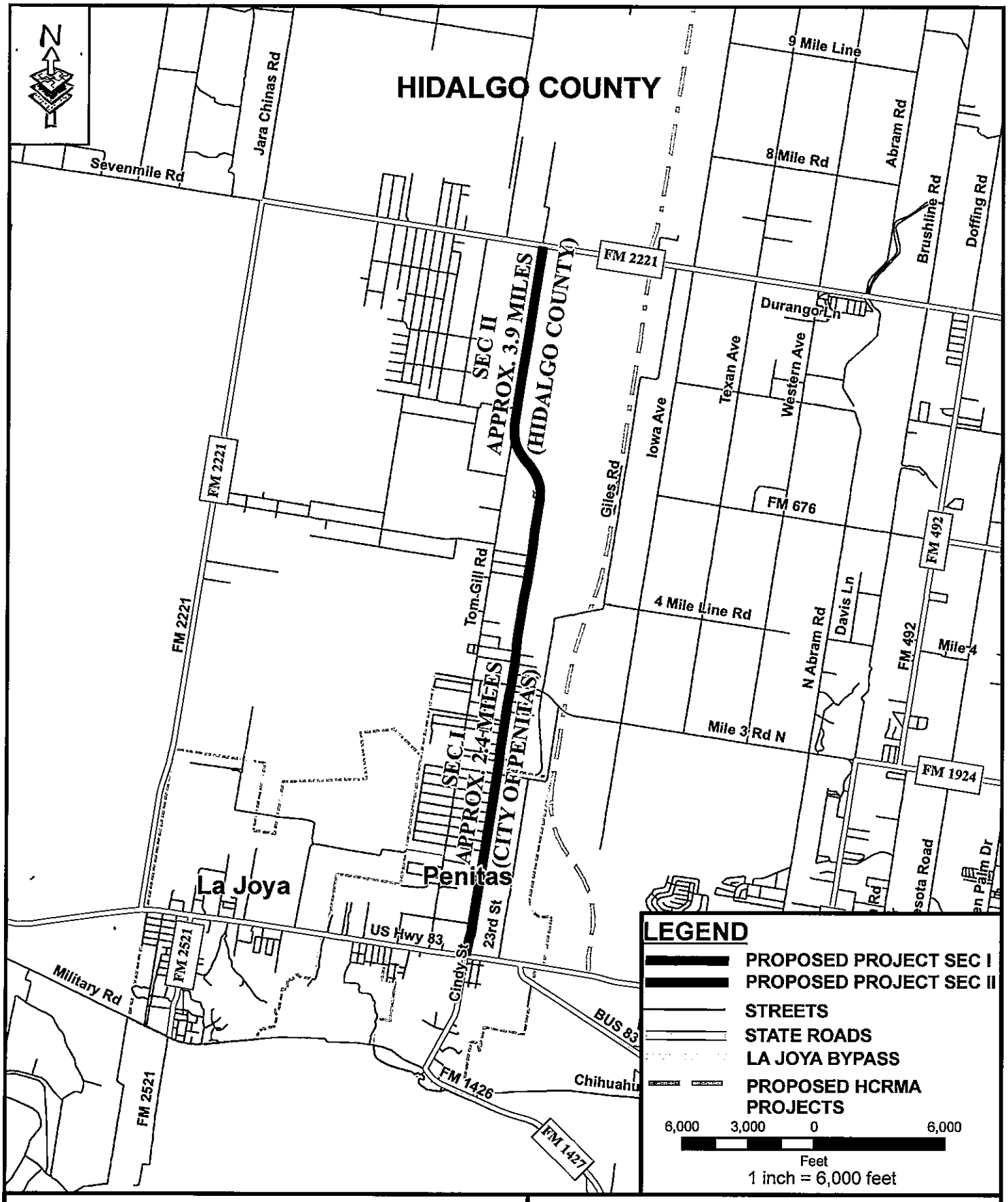
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D–1 – Fee Schedule



TOM GILL ROAD/LIBERTY BLVD LOCATION MAP

FROM EXPRESSWAY 83 TO FM 2221

APPROX. PROJECT LENGTH 6.3 MILES

L&G Engineering

Transportation Consulting Engineers

G:\AMAPS\TOM GILL ROAD\TOM GILL RD-LIBERTY BLVD ROAD LOCATION 4-24-12.mxd

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER

1. The COUNTY will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The COUNTY will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The COUNTY will provide the ENGINEER with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the ENGINEER to maintain an agreed upon project schedule.

4. The COUNTY will process all acceptable requests for payment in a timely manner.

WORK AUTHORIZATION NO. 1
EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #3
CONTROL:	
PROJECT/DESCRIPTION:	SCHEMATIC, PUBLIC INVOLVEMENT, EA, SURVEYS, PS&E DESIGN, UTILITY COORDINATION, RIGHT-OF-WAY MAPPING AND ACQUISITION SERVICES, CONSTRUCTION MANAGEMENT FOR THE TOM GILL/LIBERTY RD PROJECT
LENGTH:	6.3 MILES
HIGHWAY:	TOM GILL/LIBERTY ROAD PROJECT
LIMITS:	FROM EXPRESSWAY 83 NORTH TO FM 2221

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- X New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

WORK AUTHORIZATION NO. 1
EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections (To be provided by TxDOT)
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	YES	8.	Design Concept Conference (In coordination with TxDOT)
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
YES	YES		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-3 for requirements)

WORK AUTHORIZATION NO. 1
EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
YES	NO	1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s) shall be scheduled, coordinated and conducted.*
YES	NO	b. Technical assistance, meeting(s) preparation, maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the STATE, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by STATE.
YES	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By:
ENGINEER
COUNTY

4. Noise and Air Quality Analyses

YES NO a. Noise Analysis
A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.

YES NO b. Air Quality Analysis
An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.

YES NO 5. Ecological Investigations
A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard.

A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.

YES NO 6. Hazardous Materials
The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).

YES NO 7. General Guidelines for Preparation of Environmental Documents

a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office.
b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided.
c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided.
d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A.
e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
ENGINEER COUNTY

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment

YES NO b. Schematic Layout

(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.

(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.

(5) The tentative ROW limits.

(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.

(b) Provide a graphics file containing the approved schematic.

(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.

(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).

(8) The control of access lines if Interstate or designated under House Bill 179.

(9) Direction of traffic flow on all roadways.

(10) Location and width of median openings for highway without access control.

(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

YES NO 2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
N/A	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
N/A	N/A	b. Typical Sections
N/A	N/A	c. Design Cross Sections
N/A	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
N/A	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
N/A	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements. (MAP ONLY)
YES	NO	b. Hydrologic data/discharge determination on map.
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
N/A	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
N/A	N/A	(3) Culverts
N/A	N/A	(4) Bridge waterways
N/A	N/A	(5) Channels
N/A	N/A	(6) Storm sewers/inlets
N/A	N/A	(7) Pump stations
N/A	N/A	(8) Storm Water Management facilities
N/A	N/A	(9) Other
		(a) Irrigation Canals/Siphons
N/A	N/A	b. Hydraulic report(s)
N/A	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
N/A	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
N/A	N/A	(1) New culverts
N/A	N/A	(2) Culvert widening and/or lengthening
N/A	N/A	(3) Culvert replacements
		b. Storm sewers
N/A	N/A	(1) New storm sewers
N/A	N/A	(2) Modify existing storm sewers
N/A	N/A	(3) Inlets
N/A	N/A	(4) Manholes
N/A	N/A	(5) Trunk lines
N/A	N/A	c. Pump stations
N/A	N/A	d. Subsurface drainage at retaining walls
N/A	N/A	e. Outfall channel(s) within the ROW
N/A	N/A	f. Outfall channel(s) outside the ROW
N/A	N/A	g. Detention Pond(s) within the ROW
N/A	N/A	h. Detention Pond(s) outside the ROW
N/A	N/A	i. Summary of Quantities
N/A	N/A	j. Storm Water Management facilities
N/A	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
N/A	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)
office located at 2100 West Expressway 83 (Address),
Mercedes (City), Texas (State).

Client: Hidalgo County - Precinct No. 3

EXHIBIT C
PROJECT WORK SCHEDULE
Tom Gill / Liberty Road Project
From US 83 to FM 2221
Length = 6.3 miles

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015												2016			
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Tom Gill Road																																												
SCHEMATIC																																												
Develop Schematic	L&G																																											
TxDOT Review & Revisions	TxDOT																																											
TxDOT Approval	TxDOT																																											
Revise to TxDOT & Public Meeting Comments	L&G																																											
PS&E																																												
30% Completion	L&G																																											
60% Completion	L&G																																											
90% Completion	L&G																																											
TxDOT Approval	TxDOT																																											
ENVIRONMENTAL CLEARANCE																																												
Public Involvement	L&G																																											
Prepare Environmental Document	L&G																																											
Submit Final Draft Document	L&G																																											
Agency Review & Revisions	TxDOT																																											
Environmental Decision	TxDOT																																												
ROW MAP																																												
Prepare ROW Map	L&G																																												
TXDOT Review & Revisions	TxDOT																																												
TxDOT Approval	TxDOT																																												
TXDOT RELEASE OF ROW																																												
Release (Dependent on Availability of Funds)	TxDOT																																												
ACQUISITION SERVICES																																												
ROW Acquisition	L&G																																												
PROPOSED LETTING																																												
Let Project (Est. Earliest Date: August 2015)	TxDOT																																												
(Dependent on Availability of Funds)																																												

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

1:54 PM10/5/2012

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

10TH STREET EXTENSION PROJECT

		MANHOURS													
		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Engineer Tech	CADD Operator	Senior Environmental Scientist /Specialist	Environmental Scientist /Specialist	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	199.89	168.58	119.38	105.50	72.18	69.41	66.63	58.30	119.38	69.41	49.97			
	WORK AUTHORIZATION NO. 1														
	PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN														
1	Environmental Assessment with TxDOT	70	0	55	0	0	0	0	0	200	600	179	1104		$ 95,024.83
2	Public Involvement for the project (1 Public Meeting)	65	0	18	30	0	28	0	0	26	0	34	201		$ 25,053.03
3	Archeological and Historical Research	62	0	12	28	0	32	0	0	65	32	22	253		$ 30,061.02
4	Engineering Technical Support at Public Meetings with Layouts, etc.	25	20	16	16	0	16	16	16	16	16	39	196		$ 20,005.84
5	Schematic	200	200	450	260	200	430	173	173	0	0	182	2288		$ 231,544.73
6	Hydrological Map	48	79	0	0	0	0	100	0	40	40	12	319		$ 37,568.78
7	Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	30	20	0	10	0	80	0	40	40	40	35	295		$ 27,568.65
8	Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT / FHWA	50	40	30	60	0	0	42	20	0	0	34	276	$ -	$ 32,232.54
9	Update Schematic based on Field Surveys and ROW Map as Provided by City, TxDOT and County	10	20	40	40	40	40	0	40	40	40	40	350		$ 31,871.70
10	Engineeering Technical Support at Public Hearing with Layouts etc	16	16	16	8	0	8	0	0	16	16	8	104		$ 12,593.28
11	Public Involvement and Public Hearing	32	32	30	15	0	16	0	0	28	30	16	199		$ 24,225.96
	SUB-TOTAL	608	427	667	487	240	650	331	289	471	814	601	5585	$ -	$ 567,770.36

Subtotal Manhour Fee with Sub-Consultant Costs	$	567,770.36
Total Project Fee:	$	567,770.36

AI-34701 **Purchasing Department 18. E. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of a "professional engineering services" agreement with **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for: "Professional Engineering Services" in connection to "job specific" **PROJECT: "Extension of 10th Street (SH 107 to FM 1925)** within **Hidalgo County Precinct No. 4.**

b. Requesting approval of **Work Authorization No. 1 (Phase I)** for **($ 621, 824.10)** from **L&G CONSULTING ENGINEERS, INC**. d/b/a **L&G ENGINEERING** for Professional Engineering Services" in connection to "job specific" **PROJECT: Preparation of Environment Assessmental Assessment with TxDOT, Pblic Involvment, Schematic, Design, ROW Mapping, Compensable Utility Management for: Extension of 10th Street (SH 107 to FM 1925)**within **Hidalgo County Precinct No. 4.**

c. Requesting approval of a "professional surveying services" agreement with **DOS LAND SURVEYING** for: **"Surveying Services"** (on an as needed basis) for projects located within **Hidalgo County Precinct No. 4.**

d. Requesting approval of a professional services agreement with **HARVEY L. HEERSSEN** d/b/a **HLH APPRAISAL SERVICES** for the purposes of **"Review of Appraisal Services"** (on an as needed basis) for projects located with **Hidalgo County Precinct No. 4.**

BACKGROUND

Contract #C-12-126-10-16-L & G Engineering (Extension of 10th Street Project)
Work Authorization No. 1 (Phase I) - L & G Engineering - C-12-126-10-16 (Extension of 10th Street Project)

Contract # C-12-223-10-16 - HLH Appraisal Services
Contract # C-12-224-10-16 - Dos Land Surveying

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 10-12-12:

Object code	amount
719	$42,521.78
731	$42,870.47

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-431-00-124-030-0-711

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

BUDGETARY IMPACT:

Available balance as of 10-12-12 $15,798.64

Purchasing (reference)
Acct# 2-1341-431-00-124-030-0-XXX (obj. code to be determined by Budget Dept per Pct 4 staff)
**Note: This acct to be utilized for Project: Extension of 10th Street within Precinct 4 with contracted engineering firm, L&G Engineering

FISCAL YEAR: 2012 **ACCT. #:** 2-1341-431-50-115-049-0-731

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI# 34741

Attachments

Contract#C-12-126-10-16-L&G Engineering-10th St Proj-Pct 4
WA#1-L&G Eng(10th St Proj)-Pct 4
email-legal apprvd L&G
email-legal apprvd WA-L&G
Contract#C-12-223-10-16-HLH Appraisals-Pct 4
email-legal apprvd-HLH
Contract#C-12-224-10-16-DLSurveying-Pct 4
email-legal apprvd DLS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 09:59 AM
Budget & Management	Merlen P. Munoz	10/12/2012 10:21 AM
Manuel Chapa	Manuel Chapa	10/12/2012 04:53 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Letty Saenz Started On: 10/11/2012 11:29 AM

Final Approval Date: 10/12/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-126-10-16

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"10th Street Extension (SH 107 to FM 1925)"** project for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

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

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

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

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

be Provided by the Owner, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

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

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

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

3.1 Termination Date. This Agreement will commence, **October 16, 2012**, and will expire **October 15, 2013** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the

Services Fee is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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

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

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

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

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

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

ARTICLE 6. Method of Payment.

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

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

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner**

shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

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

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

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

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

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

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

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

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

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

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

satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

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

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

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

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

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

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

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

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

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

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

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9

hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

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

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

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

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

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

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

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully

be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

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

Engineer shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the

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

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

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent

engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

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

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

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

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

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

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees

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

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

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

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

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

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

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

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

agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

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

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

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

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

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

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

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

OWNER:	ENGINEER:
Hidalgo County 1615 S. Closner, Suite J Edinburg, Texas 78539	L & G Consulting Engineers, Inc. 2100 West Expwy 83 Mercedes, Texas 78570

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2012.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D1 – Fee Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

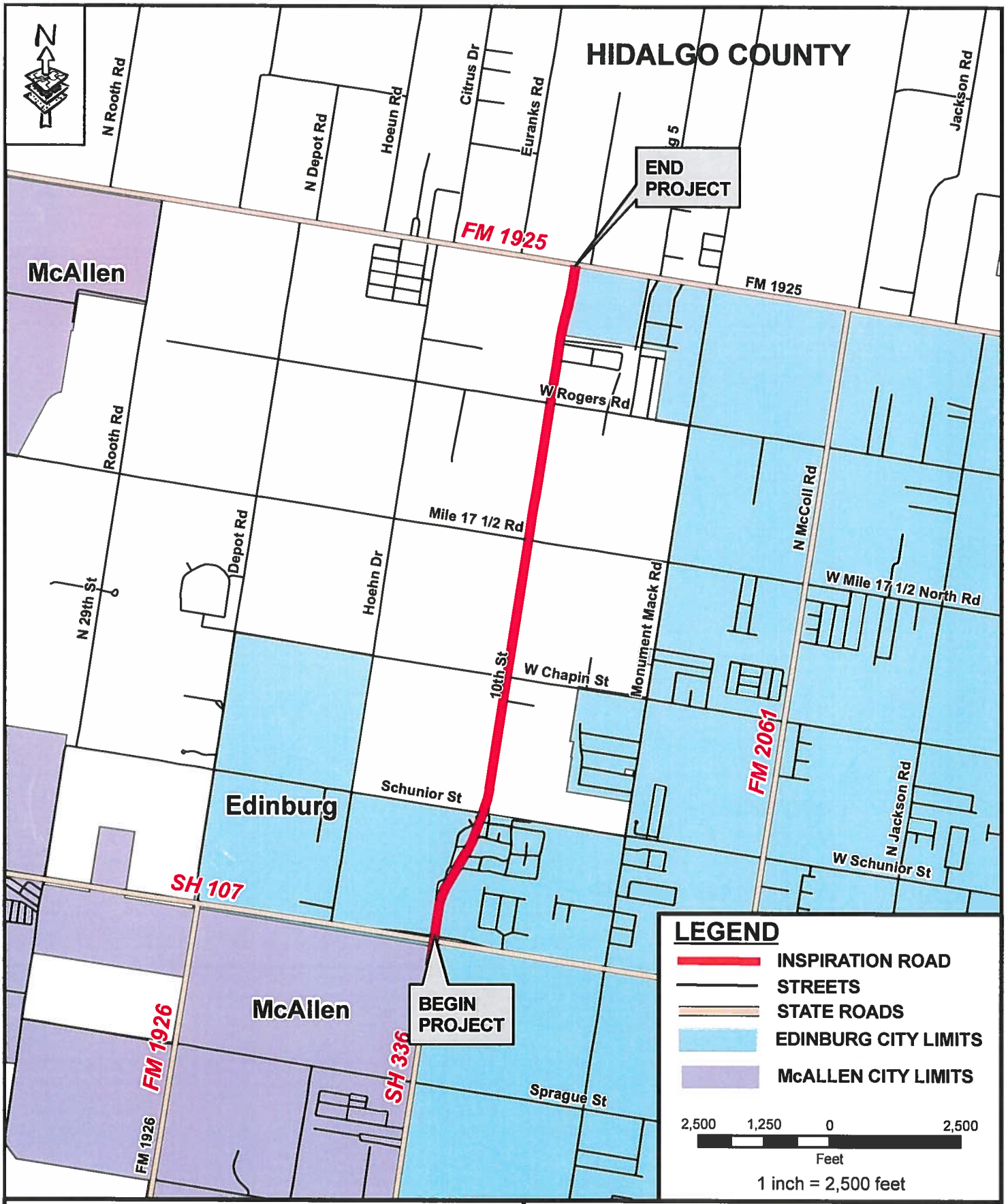


EXHIBIT A
10TH STREET EXTENSION
LOCATION MAP

FROM SH 107 TO FM 1925 (MONTE CRISTO RD)
APPROX. PROJECT LENGTH 2.5 MILES

L&G Engineering
Transportation Consulting Engineers

G:\AMAPS\10TH STREET

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: 10th STREET EXTENSION PROJECT

LENGTH: VARIABLE

HIGHWAY: _____

LIMITS: from SH 107 TO FM 1925

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Route Location Studies*
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
___	___	b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
___	___	c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
___	___	d. Bridges (See Section 11, page 11-3 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
___	___	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
___	___	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
___	___	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement. b. Environmental Impact Statement
___	___	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
___	___	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
___	___	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
___	___	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
___	___	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
___	___	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements. b. Archeological Studies
___	___	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
___	___	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
___	___	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
___	___	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
___	___	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
___	___	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
___	___	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: ENGINEER	COUNTY	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.
___	___	1. Ownership Data in a .dgn file a. The entire project limits. b. Compensable utility ownership that has property rights on ROW shall be researched and provided. c. For each drainage outfall property d. For each irrigation structure pipe.
___	___	2. Parcel plats & Right-of-Way Map a. A ROW map, parcel plats and field notes shall be prepared and furnished. b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). c. ROW map must depict all improvements affecting ROW.
___	___	3. Utilities (Compensable) a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.
___	___	4. Field Notes a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map b. Computation Sheets for Survey Closure and Area for Each Parcel. c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.
___	___	5. Survey and Stake Right-of-Way
___	___	6. Records as Required by the County and State a. Records used to establish ownership
___	___	7. General Guidelines for Preparation of Right-of-Way Maps *(Sample ROW Maps and Parcel Plats and field notes attached)* **GENERAL SPECIFICATIONS** a. All data submitted by the surveyor will be legible, organized and well documented. b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor. c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor. d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services. e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.

m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways

___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

PROPOSED INFORMATION
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

IMPROVEMENTS
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES HEADING
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

BEGINNING DESCRIPTION
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

PARTICULAR DESCRIPTION

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

CLOSING DESCRIPTION

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		1. Field Surveying
___	___	a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
___	___	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
___	___	(2) Photogrammetric ground control
___	___	(a) Establish horizontal control
___	___	(b) Establish vertical control points
___	___	(c) Place and maintain control point targets
___	___	c. Other Field Surveying (1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

Services Provided By: ENGINEER	COUNTY	
		c. Other Field Surveying *(continued)*
		(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
		(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
		(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
		(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
		(14) Soil core hole staking.
		(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
		(16) Profiles of existing drainage facilities.
		(17) Measurement of hydraulic opening under existing bridges.
		(18) Obtain elevations of manholes and valves of utilities

Services Provided By: ENGINEER	COUNTY	
		c. Other Field Surveying *(continued)*
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Survey controlled data sheets per TxDOT guidelines.
___	___	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY

1. Geometric Design
   a. Horizontal and Vertical Alignment
   b. Schematic Layout
      (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
      (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
      (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
      (4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
      (5) The tentative ROW limits.
         (a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
         (b) Provide a graphics file containing the approved schematic.
      (6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
      (7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
      (8) The control of access lines if Interstate or designated under House Bill 179.
      (9) Direction of traffic flow on all roadways.
      (10) Location and width of median openings for highway without access control.
      (11) The geometric of speed change (acceleration, deceleration, climbing) lanes.

2. General Guidelines for Project Development
   a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
   b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
   c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
   d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
___	___	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
___	___	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
___	___	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
___	___	b. Typical Sections
___	___	c. Design Cross Sections
___	___	d. Determine Cut and Fill Quantities
___	___	e. Slope Stability Analysis
___	___	f. Embankment Foundation Stability Analysis
___	___	g. Embankment Settlement Analysis
		5. Pavement Design
___	___	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
___	___	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design by STATE
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
___	___	a. Drainage area maps showing existing conditions and proposed improvements.
___	___	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
		c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
		b. Layout
___	___	(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	COUNTY	
___	___	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
___	___	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	_____
___	___	(4) Direct Connector(s)	_____
___	___	(5) Ramp Bridge(s)	_____
___	___	(6) Waterway Structure(s)**	_____
___	___	(7) Pedestrian Structure(s)	_____
___	___	(8) Utility Structure(s)	_____
___	___	(9) Railroad Underpass(es)	_____
___	___	(10) Railroad Overpass(es)	_____
___	___	(11) Bridge Classification Culvert(s)**	_____
___	___	(11) Alternate Structural Designs	_____
___	___	(12) Alternate Foundation Design	_____
		Total New Structures =	
		b. Existing Structure(s)	_____
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	_____
___	___	(3) Raising Bridge Elevation	_____
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____
___	___	(5) Railroad Overpass(es)	_____
___	___	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By:
ENGINEER COUNTY

___ ___ 2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
___	___	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
___	___	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
___	___	5. Bridge Total Quantities and Cost Estimates (each bridge)
___	___	6. Bridge Special Provisions and Specifications (each bridge)
___	___	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
___	___	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 – ACQUISITION PROVIDER SERVICES
(for 52 PARCELS, 0 EASEMENTS AND NO RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

1) PROJECT ADMINISTRATION

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the COUNTY.
   iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) TITLE SERVICES

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to County of Hidalgo. Written approval by the COUNTY required for any exception.

3) APPRAISAL

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of

permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or the COUNTY.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

4) APPRAISAL REVIEW

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to COUNTY the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

5) APPRAISAL UPDATES

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) NEGOTIATION, TASKS AND FEES

a) Analyze appraisal and appraisal review reports and confirm the COUNTY's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to COUNTY any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on sheet 12-1 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.

7) CLOSING SERVICE FEES

a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to COUNTY for acceptance by the County Council or County Commissioners.

8) RELOCATION ASSISTANCE SERVICES

a) The amount of relocations or displacements is identified on Page 12-1; however, if there should be at a later date, L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

b) L&G will provide advisory services to business displacements and relocate them effectively.

c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.

9) CONDEMNATION SUPPORT

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
   viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
   ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
   x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
   xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
   xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
   xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
   xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
   xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
   xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b) Post Hearing Support (by COUNTY Attorney)
   i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
   ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
   iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
   iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
   v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
   vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) PAYMENT SCHEDULE

a) Project Administration
  i) Payment and Milestones
    (a) Full Project Office
      (1) Lump Sum Basis (assume 1 year project presence)
      (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      (4) Monthly billing to Hidalgo County PCT #3 will be required.

b) Title Services
  i) Payment
    (a) Per Parcel basis.
  ii) Milestones
    (a) 100% upon securing initial title commitment.

c) Appraisal Services
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon submission of ROW-A-10

e) Appraisal Update
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 60% upon presentation of initial offer.
    (b) 40% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
  i) Payment
    (a) Per Parcel Basis

  ii) Milestones
    (a) 90% upon recordation of instrument of conveyance.
    (b) 10% upon issuance of title policy or alternative method acceptable by TxDOT.

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)
office located at 2100 West Expressway 83 (Address),
Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation

Miscellaneous

___	___	Conduit Requirements
___	___	Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

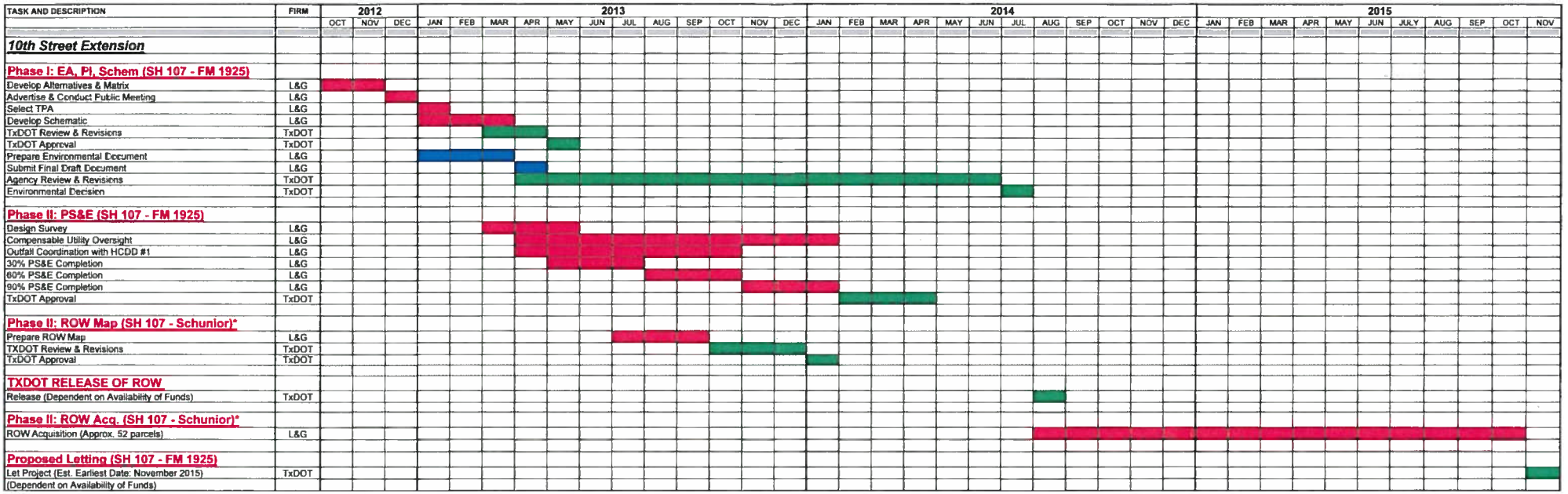
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	**Summaries** **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles



*- Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

4:06 PM9/24/2012

EXHIBIT "D"
FEE SCHEDULE

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2010

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 12	Contract Rate FY 13	Contract Rate FY 14
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 199.89	$ 205.89	$ 212.06
Senior Engineer	$ 60.00	$ 166.58	$ 171.57	$ 176.72
Project Engineer	$ 43.00	$ 119.38	$ 122.96	$ 126.65
Design Engineer	$ 38.00	$ 105.50	$ 108.66	$ 111.92
EIT	$ 26.00	$ 72.18	$ 74.35	$ 76.58
Senior Engineer Tech	$ 25.00	$ 69.41	$ 71.49	$ 73.63
Engineer Tech	$ 24.00	$ 66.63	$ 68.63	$ 70.69
CADD Operator	$ 21.00	$ 58.30	$ 60.05	$ 61.85
ROW Administrator	$ 34.00	$ 94.39	$ 97.22	$ 100.14
ROW Negotiator	$ 31.00	$ 86.06	$ 88.65	$ 91.31
Biologist	$ 16.00	$ 44.42	$ 45.75	$ 47.13
Senior Environmental Scientist/Specialist	$ 43.00	$ 119.38	$ 122.96	$ 126.65
Environmental Secientist/ Specialist	$ 25.00	$ 69.41	$ 71.49	$ 73.63
Admin/Clerical	$ 18.00	$ 49.97	$ 51.47	$ 53.02

Negotiated Overhead Rate: 147.88%
Negotiated Profit Rate: 12.00%

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Approved (JG) 05/22/2012
Revision No. 5

EXHIBIT "D-1"
FEE SCHEDULE

ESTIMATED PRELIMINARY
PROJECT FACT SHEET
10TH ST. EXTENSION PROJECT

ROADWAY PROJECT:	10th St. North Extension PROJECT
LIMITS:	SH 107 to FM 1925
EXISTING ROADWAY SECTION:	40' -- Rural
EXISTING ROW WIDTH:	80 Varies and New Location
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH:	120ft
ESTIMATED CONSTRUCTION COST	**$8,250,000.00**
LENGTH:	2.5 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1		
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN, ROW MAPPING		
Environmental Assessment with TxDOT		$ 95,024.83
Public Involvement for Environmental Assessment		$ 20,019.67
Archeological and Historical Research		$ 20,022.48
Engineering Technical Support at Public Mtgs with Layouts etc		$ 20,005.84
Schematic		$ 118,815.08
Hydrological Map		$ 30,017.18
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)		$ 20,017.05
ROW Map (ESTIMATED 52 PARCELS)		$ 207,906.22
Relocated Homes/Businesses		$ -
Compensible Utilitiey Management Oversight (1-person for 10 months) /2 Phase I Work		$ 89,995.75
SUB-TOTAL	$ -	**$ 621,824.10**
WORK AUTHORIZATION NO. 2		
PHASE II- PS&E and ROW Acquisition		
Right-of-Way Costs - Acq Services @ (est. 52 Parcels @ $12,800/Parcel Avg)		$ 665,600.00
Compensible Utilities Management Oversight (1-person for 10 months) /2 Phase II Work		$ 90,000.00
Roadway Right-of-Way Costs - (120 ft. for 1/2 mile @ $4.00/sq ft)	$ 960,000.00	$ 240,000.00
COMPENSABLE UTILITY COSTS (UNKOWN $300,000 IS FOR BUDGET PURPOSES)	$ 240,000.00	$ 60,000.00
Field Surveys for Design and Construction		$ 125,000.00
PS&E Development		$ 660,000.00
PS&E Development for OUTFALL(S)		UNKNOWN
Signal Design		$ 120,000.00
Permitted Utilities Coordination	$ -	$ 90,000.00
PHASE II- CONSTRUCTION OVERSIGHT		
ROADWAY CONSTRUCTION COST	$ 8,167,500.00	$ 82,500.00
Construction Inspection & Testing (11.5%)	$ -	$ 948,750.00
L&G Construction Management (18 Months		$ 162,000.00
SUB-TOTAL	**$ 9,367,500.00**	**$ 3,243,850.00**
GRAND TOTAL	**$9,367,500.00**	**$ 3,865,674.10**

Work Authorization No. 1 Phase I	FY 12	$ 621,824.10	NOT ISSUED
Work Authorization No. 2 Phase II	FY 13	$ 1,912,600.00	NOT ISSUED

State Estimated Cost
Local Estimated Cost

TOTAL ESTIMATED COUNTY COST:	**$**	**3,865,674.10**	29.21%
TOTAL ESTIMATED PROJECT COST:	**$**	**13,233,174.10**	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIC	**$**	**1,331,250.00**	
COUNTY COSTS ELIGIBLE (NOT AVAILABLE YET) FOR FEDERAL FUNDS		$ 948,750.00	

8/2/2012

EXHIBIT "D-1"
FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

10th Street North Extension Project
Limits: From SH 107 to FM 1925

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 4- on a percent complete basis as approved by Hidalgo County Pct. 4.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 4. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
52		$600.00	$2,750.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$256,900.00	$31,200.00	$143,000.00	$41,600.00	$500.00 *	$182,000.00	$10,400.00	$0.00	**$665,600.00**

(*) Appraisal Updates estimated at $500.00 each.

•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____

_____.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" – Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" – 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 $_____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" Fee Schedule.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

SAMPLE

EXHIBIT "E"

Sample Work Authorization

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 authorization.

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 _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2012 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____

~~All other provisions are unchanged and remain in full force and effect.~~

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2012.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Client# , EXHIBIT "G" ABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2012

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

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

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286 E-MAIL ADDRESS:
INSURED L & G Engineering Laboratory LLC, L & G Consulting Engineers, Inc. 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Com — 33138 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Hartford Ins Co of the Midwest — 29424 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	LHC735082	07/19/2012	07/19/2013	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2012	07/19/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	TSF00010203000	07/23/2012	07/23/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC735082	07/19/2012	07/19/2013	$1,000,000	

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

The General Liability contains Additional Insured and Waiver of Subrogation to other insurance when required by written contract under form SS 00 08. Auto Liability contains Additional Insured and Waiver of Subrogation under endorsement Commercial Automobile Broad Form form HA 99 16 03 12. Workers Compensation contains Texas Waiver of Rights to Recover under form WC 42 03 04 A.

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brian E. Lewis

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HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-126-10-16
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering**, professional engineers of **Mercedes, Texas** hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Environmental Assessment with TxDOT, Public Involvement, Schematic, Design, ROW Mapping, Compensable Utility Management for the 10th Street Extension Project from SH 107 to FM 1925.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – 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 **$ 621,824.10**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" - Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This **Work Authorization No. 1** shall be funded through funding source:
Account No**. 2-1341-431-00-124-030-XXX** ***(object code to be identified by Budget Dept)***
Requisition Number **224606** **(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 authorization***, as identified on ***EXHIBIT "C" – Work Schedule.***

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 the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ___ _____as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia,
County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule

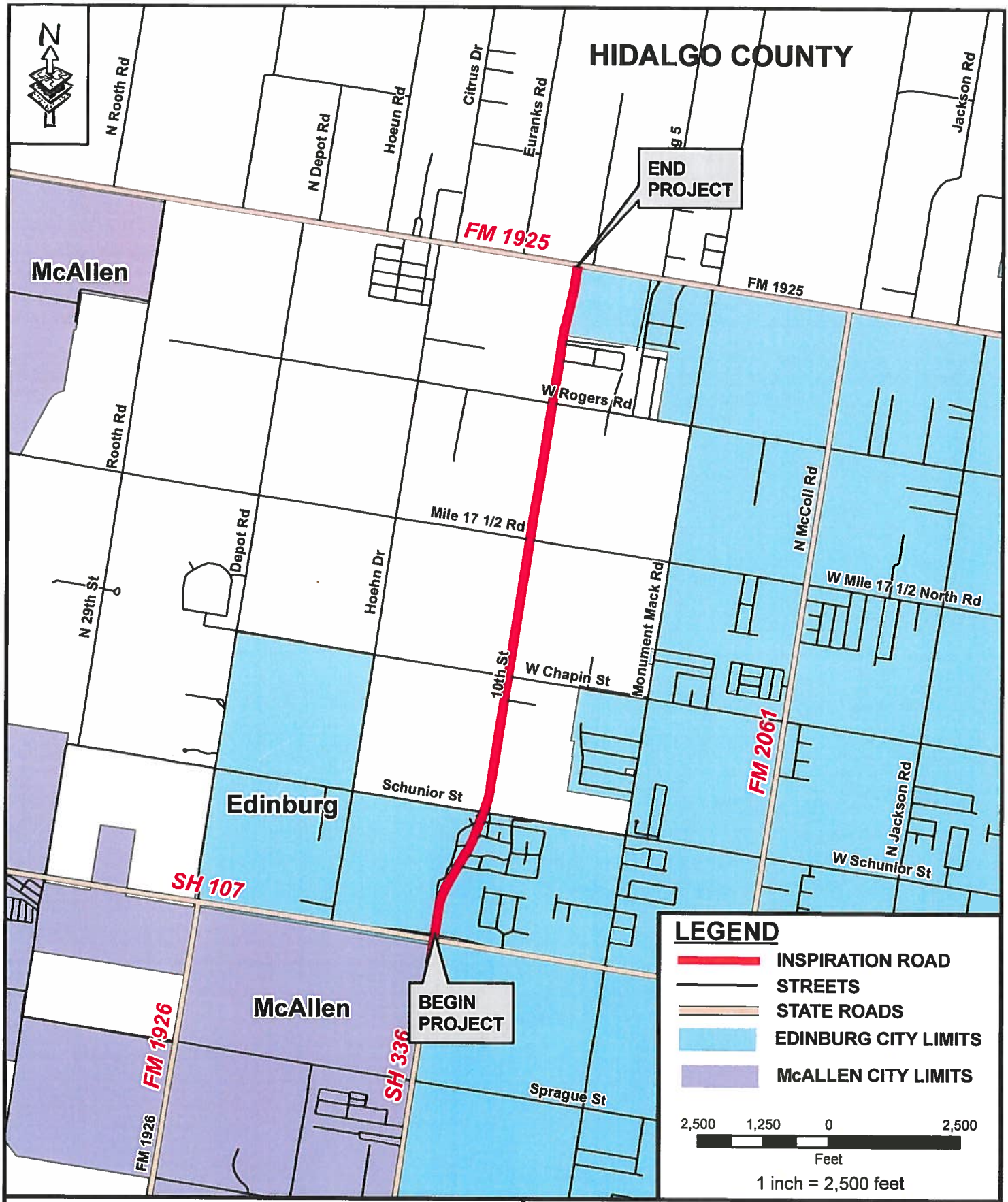


EXHIBIT A
10TH STREET EXTENSION
LOCATION MAP

FROM SH 107 TO FM 1925 (MONTE CRISTO RD)
APPROX. PROJECT LENGTH 2.5 MILES

L&G Engineering
Transportation Consulting Engineers

G:\AMAPS\10TH STREET

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL:

PROJECT/DESCRIPTION: 10th STREET EXTENSION PROJECT

LENGTH: VARIABLE

HIGHWAY:

LIMITS: from SH 107 TO FM 1925

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis**
YES	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
NO	NO		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
NO	NO		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
NO	NO		d. Bridges (See Section 11, page 11-3 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
YES	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
NO	NO	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
YES	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
YES	NO	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
YES	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
NO	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	NO	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: ENGINEER	COUNTY	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.
YES	NO	1. Ownership Data in a .dgn file a. The entire project limits. b. Compensable utility ownership that has property rights on ROW shall be researched and provided. c. For each drainage outfall property d. For each irrigation structure pipe.
YES	NO	2. Parcel plats & Right-of-Way Map a. A ROW map, parcel plats and field notes shall be prepared and furnished. b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS). c. ROW map must depict all improvements affecting ROW.
YES	NO	3. Utilities (Compensable) a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.
YES	NO	4. Field Notes a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map b. Computation Sheets for Survey Closure and Area for Each Parcel. c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.
YES	NO	5. Survey and Stake Right-of-Way
YES	NO	6. Records as Required by the County and State a. Records used to establish ownership
YES	NO	7. General Guidelines for Preparation of Right-of-Way Maps *(Sample ROW Maps and Parcel Plats and field notes attached)* **GENERAL SPECIFICATIONS** a. All data submitted by the surveyor will be legible, organized and well documented. b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor. c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor. d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services. e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL

a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS

a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.

m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways

___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

PROPOSED INFORMATION
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

IMPROVEMENTS
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

**** DO NOT SEAL MAP***

FIELD NOTES HEADING
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

BEGINNING DESCRIPTION
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

PARTICULAR DESCRIPTION

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

CLOSING DESCRIPTION

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		1. Field Surveying
YES	NO	a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
YES	NO	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO	NO	(2) Photogrammetric ground control
NO	NO	(a) Establish horizontal control
NO	NO	(b) Establish vertical control points
NO	NO	(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying (1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

Services Provided By: ENGINEER	COUNTY	
YES	NO	c. Other Field Surveying *(continued)*
		(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
		(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO	NO	(14) Soil core hole staking.
YES	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
NO	NO	(16) Profiles of existing drainage facilities.
NO	NO	(17) Measurement of hydraulic opening under existing bridges.

Services Provided By: ENGINEER	COUNTY	
		c. Other Field Surveying *(continued)*
YES	NO	(18) Obtain elevations of manholes and valves of utilities
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
N/A	N/A	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	N/A	(22) Inventory signs, mailboxes, and driveways
YES	N/A	(23) Survey controlled data sheets per TxDOT guidelines.
N/A	N/A	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
NO	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
____	___	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
YES	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
N/A	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
YES	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
YES	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
		c. Pump stations
YES	NO	d. Subsurface drainage at retaining walls
YES	N/A	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
YES	NO	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

ADDITIONAL RESONSIBILITIES
(As applicable to Work Authorization No. 1)

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

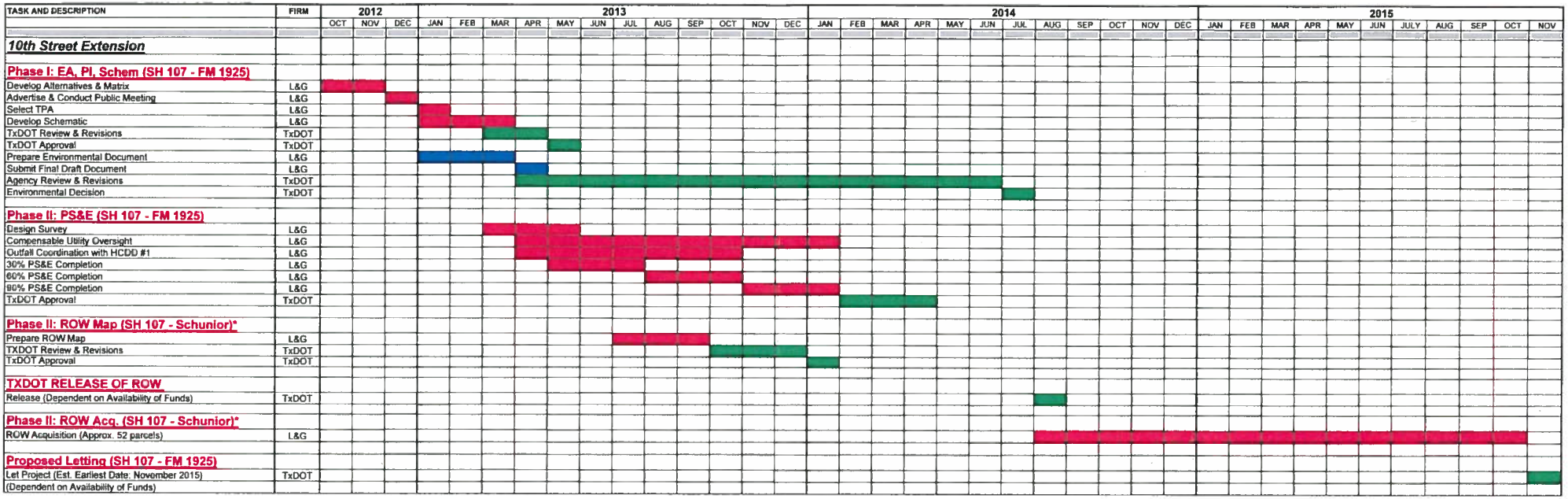
The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)
office located at 2100 West Expressway 83 (Address),
Mercedes (City), Texas (State).

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles



* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

4:08 PM9/24/2012

EXHIBIT "D-1"

FEE SCHEDULE

ESTIMATED PRELIMINARY

PROJECT FACT SHEET

10TH ST. EXTENSION PROJECT

ROADWAY PROJECT:	10th St. North Extension PROJECT
LIMITS:	SH 107 to FM 1925
EXISTING ROADWAY SECTION:	40' -- Rural
EXISTING ROW WIDTH:	80 Varies and New Location
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH:	120ft
ESTIMATED CONSTRUCTION COST	$8,250,000.00
LENGTH:	2.5 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1		
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN, ROW MAPPING		
Environmental Assessment with TxDOT		$ 95,024.83
Public Involvement for Environmental Assessment		$ 20,019.67
Archeological and Historical Research		$ 20,022.48
Engineering Technical Support at Public Mtgs with Layouts etc		$ 20,005.84
Schematic		$ 118,815.08
Hydrological Map		$ 30,017.18
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)		$ 20,017.05
ROW Map (ESTIMATED 52 PARCELS)		$ 207,906.22
Relocated Homes/Businesses		$ -
Compensible Utilitiey Management Oversight (1-person for 10 months) /2 Phase I Work		$ 89,995.75
SUB-TOTAL	**$ -**	**$ 621,824.10**
WORK AUTHORIZATION NO. 2		
PHASE II- PS&E and ROW Acquisition		
Right-of-Way Costs - Acq.Services @ (est. 52 Parcels @ $12,800/Parcel Avg.)		$ 665,600.00
Compensible Utiilities Management Oversight (1-person for 10 months) /2 Phase II Work		$ 90,000.00
Roadway Right-of-Way Costs - (120 ft. for 1/2 mile @ $4.00/sq ft)	$ 960,000.00	$ 240,000.00
COMPENSABLE UTILITY COSTS (UNKOWN $300,000 IS FOR BUDGET PURPOSES)	$ 240,000.00	$ 60,000.00
Field Surveys for Design and Construction		$ 125,000.00
PS&E Development		$ 660,000.00
PS&E Development for OUTFALL(S)		UNKNOWN
Signal Design		$ 120,000.00
Permitted Utilities Coordination	$ -	$ 90,000.00
PHASE II- CONSTRUCTION OVERSIGHT		
ROADWAY CONSTRUCTION COST	$ 8,167,500.00	$ 62,500.00
Construction Inspection & Testing (11.5%)	$ -	$ 948,750.00
L&G Construction Management (18 Months		$ 162,000.00
SUB-TOTAL	**$ 9,367,500.00**	**$ 3,243,850.00**
GRAND TOTAL	**$9,367,500.00**	**$ 3,865,674.10**

Work Authorization No. 1 Phase I	FY 12	$ 621,824.10	NOT ISSUED
Work Authorization No. 2 Phase II	FY 13	$ 1,912,600.00	NOT ISSUED

State Estimated Cost

Local Estimated Cost

TOTAL ESTIMATED COUNTY COST:	**$**	**3,865,674.10**	29.21%
TOTAL ESTIMATED PROJECT COST:	**$**	**13,233,174.10**	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIC	**$**	**1,331,250.00**	
COUNTY COSTS ELIGIBLE (NOT AVAILABLE YET) FOR FEDERAL FUNDS		$ 948,750.00	

8/2/2012

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

10TH STREET EXTENSION PROJECT

		MANHOURS													
		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Engineer Tech	CADD Operator	Senior Environmental Scientist /Specialist	Environmental Scientist /Specialist	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	199.89	166.58	119.38	105.50	72.18	69.41	66.63	58.30	119.38	69.41	49.97			
	WORK AUTHORIZATION NO. 1														
	PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN, ROW MAPPING														
1	Environmental Assessment with TxDOT	70	0	55	0	0	0	0	0	200	600	179	1104		$ 95,024.83
2	Public Involvement for Environmental Assessment	49	0	10	26	0	26	0	0	25	0	30	166		$ 20,019.67
3	Archeological and Historical Research	51	0	10	25	0	29	0	0	25	0	20	160		$ 20,022.48
4	Engineering Technical Support at Public Meetings with Layouts, etc.	25	20	16	16	0	16	16	16	16	16	39	196		$ 20,005.84
5	Schematic	84	90	360	186	0	352	0	0	0	0	0	1072		$ 118,815.08
6	Hydrological Map	48	79	0	0	0	0	100	0	0	0	12	239		$ 30,017.18
7	Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	30	20	0	10	0	80	0	40	0	0	35	215		$ 20,017.05
8	ROW Map (ESTIMATED 52 PARCELS)	50	40	30	0	0	0	42	20	0	0	34	216	$ 182,003.68	$ 25,902.54
9	Relocated Homes/Businesses	0	0	0	0	0	0	0	0	0	0	0	0		$ -
10	Compensable Utility Management Oversite (1-person for 10 mo.) / 2 Phase I Work	119	90	158	3	0	200	0	200	0	0	130	900		$ 89,995.75
	SUB-TOTAL	**526**	**339**	**639**	**266**	**0**	**703**	**158**	**276**	**266**	**616**	**479**	**4268**	**$ 182,003.68**	**$ 439,820.42**

Subtotal Manhour Fee with Sub-Consultant Costs	$	621,824.10
Total Project Fee:	$	621,824.10

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, October 11, 2012 5:03 PM
To: 'Leticia Saenz'
Subject: RE: REVISED: Review & Approve-Prof Engineering Services Agreement-L&G Engineering - 10th Street Expansion Project - Pct 4

That works.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 4:53 PM
To: 'Steve Crain'
Subject: REVISED: Review & Approve-Prof Engineering Services Agreement-L&G Engineering - 10th Street Expansion Project - Pct 4
Importance: High

Mr. Crain-

Attached, you will find revised agreement with term dates as required.

Please advise if this agreement is good to go.

Thanks.

Letty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, October 11, 2012 12:14 PM
To: 'Leticia Saenz'
Subject: RE: Review & Approve-Prof Engineering Services Agreement-L&G Engineering - 10th Street Expansion Project - Pct 4

3.1 of the Agreement requires a date.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 11:03 AM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Review & Approve-Prof Engineering Services Agreement-L&G Engineering - 10th Street Expansion Project - Pct 4
Importance: High

Mr. Crain-

Attached, for your review and approval as to form, you will find ***"Draft" Professional Services Agreement*** and ***WA#1*** submitted by ***L&G Engineering*** for the provisions of providing "engineering services" for ***PROJECT:"10th Street Expansion within Hidalgo County Precinct 4".***

Please advise, as I will be placing this agreement for final approval on the next CC agenda.

Thank you.

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, October 11, 2012 11:43 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approve-Prof Engineering Services Agreement-L&G Engineering - 10th Street Expansion Project - Pct 4

The work authorization is OK.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 11:03 AM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Review & Approve-Prof Engineering Services Agreement-L&G Engineering - 10th Street Expansion Project - Pct 4
Importance: High

Mr. Crain-

Attached, for your review and approval as to form, you will find ***"Draft" Professional Services Agreement*** and ***WA#1*** submitted by ***L&G Engineering*** for the provisions of providing "engineering services" for ***PROJECT:"10th Street Expansion within Hidalgo County Precinct 4".***

Please advise, as I will be placing this agreement for final approval on the next CC agenda.

Thank you.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-12-223-10-16

THIS AGREEMENT is made effective the **16th** day of **October, 2012**, by and between the **County of Hidalgo, Texas** ("County") and **HARVEY L. HEERSSEN** d/b/a **HLH APPRAISAL SERVICES** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires review of appraisal services for: **"REVIEW OF APPRAISAL SERVICES" (on an as needed basis)** for projects located within **HIDALGO COUNTY PRECINCT No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***"Review of Appraisal Services (on an as needed basis)*** for projects located within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Appraiser". ***In the event the Appraiser does not provide the "Review of Appraisal Services" prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract for a period of **one (1) year**, effective **October 16, 2012**, and will expire **October 15, 2013** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the County with each **"Purchase Order".**

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for

payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser=s office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by

established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the

obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's

intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Harvey L. Heerssen d/b/a **HLH APPRAISAL SERVICES** 6107 Aberton Forest Drive Houston, Texas 77084

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

. **23. Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties

hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

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

EXECUTED, as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2012

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER: **Harvey L. Heerssen** d/b/a
HLH APPRAISAL SERVICES

By:_____

Printed Name: Harvey L. Heerssen

Title: Owner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

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

December 27 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-004-01-18-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

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(Including all funding sources, programs, and entities)

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

RFQ NO: 2012-004-01-18-YZV

Acceptance Due Date: **January 18, 2012**

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

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-004-01-18-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 IN REFERENCE TO QUALIFICATION.

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

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisers Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~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 and 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 respondents 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 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

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

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent'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 or services provided by successful respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

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

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

" PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ № 2012-004-01-18-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

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

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   1) Copy of current license certification with the state seal
   2) History certification from the Texas Appraiser Licensing & Certification Board.
   3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) *Responsiveness:* **30 points**

a) Requested Information
b) Thoroughness
c) Understanding of Project
d) List of references provided
e) Clarity - Brevity
f) Degree of Interest

2) *Firm Capabilities:* **45 points**

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County

g) Current workload
h) Ability to commence various re-quested projects simultaneously
i) Completion of projects within budgets

3) *Staffing:* **25 points**

a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
b) Key personnel
c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (25) POINTS

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"

EVALUATION CRITERIA

PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No. 2012-004-01-18-YZV

Selection Criteria	Points	Score
1. **RESPONSIVENESS -----** (30 pts)		
➢ Requested information	**5**	
➢ Thoroughness	**5**	
➢ Understanding of Project	**5**	
➢ List of references provided	**5**	
➢ Clarity-Brevity	**5**	
➢ Degree if Interest	**5**	
Comments/Rationale For Points:		**TOTAL** _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	**5**	
➢ Relevant experience	**5**	
➢ Experience with similar projects	**5**	
➢ Knowledge of area	**5**	
➢ Timeliness of schedule	**5**	
➢ Quality services previously provided to Hidalgo County	**5**	
➢ Current workload	**5**	
➢ Ability to commence various re-quested projects simultaneously	**5**	
➢ Completion of projects within budgets	**5**	
Comments/Rationale For Points:		**TOTAL** _____
3. **STAFFING--------** (25 pts)		
➢ Qualification of personnel	**10**	
➢ Key personnel	**10**	
➢ Required discipline skills	**5**	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
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.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

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

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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 and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY YOUR 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 project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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.

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

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax 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 payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See 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.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No.: 2012-004-01-18-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE _____ DATE _____

EXHIBIT “A”

SERVICES TO BE PROVIDED BY APPRAISER

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

September 24, 2012

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

RE: Best and Final Offer (BAFO) for "Appraisal Review Services" for: "Projects in General located within Hidalgo County Precinct No. 4 (on an as needed basis)"

Dear Ms. Saenz:

This letter is in reference to your request of September 6, 2012 requesting my Scope of Services, Proposed Rate/Fee Schedule and Current Insurance Certificates for a "Professional Services Agreement" in connection to **"Review of Appraisal Services for : "Projects in General located within Hidalgo County Precinct No. 4 (on an as needed basis)."**

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on projects within Hidalgo County Precinct No. 4 on an as needed basis. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County. This is my best and final offer of my proposed fee schedule for appraisal review services in Hidalgo County, Precinct No. 4.

My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. Attached are current Acord Certificates for the three types of required insurance.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT “B”

FEE SCHEDULE

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

September 24, 2012

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

RE: Best and Final Offer (BAFO) for "Appraisal Review Services" for: "Projects in General located within Hidalgo County Precinct No. 4 (on an as needed basis)"

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My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. Attached are current Acord Certificates for the three types of required insurance.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "C"
INSURANCE REQUIREMENTS

HEERHA1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/18/12

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

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

PRODUCER Stanley McDonald Agency IL Inc 2018 State Road P.O. Box 1446 La Crosse, WI 54602-1446 David R. Mc Donald 608-788-6160 608-788-7012	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Mr. Harvey L Heerssen dba HLH Appraisal Services 6107 Aberton Forest Drive Houston, TX 77084	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Accident & Indemnity — 22357 INSURER B : United National Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			41SBMZP3811	04/14/12	04/14/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Prof Liab Claims Made			ROW0000090 RETOR DATE 4/14/2010	04/14/12	04/14/13	Each Clm Aggregate	1,000,000 1,000,000

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

Professional Services Definition: Right of Way services including property identification, negotiation, acquisition and real estate appraisals, appraisals under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and related state regulations, relocation and property/project management and appraisal review

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
New Administrative Building
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Allstate. You're in Good Hands.

DATE (MM/DD/YYYY) 09/14/2012

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

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

PRODUCER

THE PISANI AGENCY
8588 HIGHWAY 6 N
HOUSTON, TEXAS 77095

CONTACT NAME: ADAM PISANI
PHONE (A/C, No, Ext): 281-855-7115 FAX (A/C, No): 281-855-1097
E-MAIL ADDRESS: ADAMPISANI@ALLSTATE.COM

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

INSURED

HARVEY L HEERSSEN DBA HLH APPRAISAL SERVICES
6107 ABERTON FOREST DR
HOUSTON, TEXAS 77084

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
A	AUTOMOBILE LIABILITY			048963714 BAP	04/16/2012	04/16/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2010 FORD F150
1FTEW1C87AFD03660
COUNTY OF HILDAGO SHALL BE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AFFIDAVIT & INDEMNITY AGREEMENT

Date: September 18, 2012

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal Knowledge of Affiant.

Affiant Harvey L. Heerssen is a sole proprietor doing business as

HLH Appraisal Services with Hidalgo County. Affiant will provide service for all of Hidalgo County.

Affiant further states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not

Harvey L. Heerssen

Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSRIBED TO UNDER OATH BEFORE ON September 18, 2012

Notary Public, State of Texas

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Wednesday, October 10, 2012 12:03 PM
To: 'Leticia Saenz'
Subject: RE: REVISED-- Review & Approval--Contract#C-12-223-10-16-HLH

The agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 11:39 AM
To: 'Steve Crain'
Subject: REVISED-- Review & Approval--Contract#C-12-223-10-16-HLH
Importance: High

Mr. Crain-

Attached, you will find the ***"revised/corrected"*** pursuant to your prior review of contract ***# C-12-223-10-16 for HLH-Appraisal Review Services-Pct 4.***

Please advise on approval as to form.

Thanks.

Letty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, October 10, 2012 8:01 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approval--Contract#C-12-223-10-16-HLH

Please correct typos in 3rd Whereas clause, 4th whereas clause, numbered paragraph 1 and numbered paragraph 20.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, October 09, 2012 4:52 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Review & Approval--Contract#C-12-223-10-16-HLH

Mr. Crain-

Please review and approve as to form the attached **Contract# C-12-223-10-16** with **Harvey L. Heerssen** d/b/a **HLH Appraisal Services** for the purposes of **"Review of Appraisal Services"** for projects within **Hidalgo County Pct 4 (on an as needed basis).**

***** Note: will be placed on the next CC agenda for final approval.***

Please advise.

Thanks.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-12-224-10-16

THIS AGREEMENT is made effective the **16th** day of **October, 2012**, by and between the **County of Hidalgo, Texas** ("County") and **Dos Land Surveying, LLC** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 4,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)**

located within **Hidalgo County Precinct No. 4,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **October 16, 2012,** expiring, **October 15, 2013** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Surveyor Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount

due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of

pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County**. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement**. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney=s fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Surveyor:	**Dos Land Surveying, LLC** Attention: Eric Ybarra, President/CEO 1002 E. Expressway 83 Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

24. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

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

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2012.

SURVEYOR:
DOS LAND SURVEYING, LLC

BY:_____
Eric Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2012

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet

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

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-005-01-18-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-005-01-18-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2012-005-01-18-YZV

Acceptance Due Date: **January 18, 2012**

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

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-005-01-18-YZV-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Surveyors Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 IN REFERENCE TO QUALIFICATION.

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

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~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 and 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 respondents 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 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance~~

~~of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

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

released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent'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.

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

25. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent'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 or services provided by successful respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.

28. 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.

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

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

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2012 and ending February 8, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

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

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (25) POINTS

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
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.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

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

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

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

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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 and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY YOUR 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 project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

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: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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.

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

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax 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 payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See 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.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2012-005-01-18-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE _____ DATE _____

EXHIBIT “A”

Scope of Services to be provided by the Surveyor

EXHIBIT "A"

Services to be provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey performed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey performed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features – natural and man-made – such as building, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

Certificate of Elevation

The elevation certificate is a form used to certify a building's finished floor elevation. This is an important tool used by communities to comply with floodplain management practices and to mitigate risk.

Utility Survey

A survey locating aboveground and underground utilities on a site. This type of survey is used by engineers or developers to assist them in land development.

EXHIBIT “B”

Surveying Rate Schedule

DLS
Dos Land Surveying

Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014	Contract Rate 2015	Contract Rate 2016
Surveying						
Reg. Professional Land Surveyor	$185.22	$194.48	$204.21	$214.42	$225.14	$236.39
Party Chief	$138.92	$145.86	$153.15	$160.81	$168.85	$177.29
Survey Crew (2 person)	$130.06	$136.57	$143.40	$150.56	$158.09	$166.00
Survey Crew (3 person)	$154.37	$162.09	$170.19	$178.70	$187.64	$197.02
Survey Technician	$90.30	$94.82	$99.56	$104.53	$109.76	$115.25
CADD	$75.19	$78.95	$82.90	$87.04	$91.39	$95.96

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	.60/mile
ATV	$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.12/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	1.60/sq.ft.

EXHIBIT "C"

Insurance Requirements

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/27/2012

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

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

PRODUCER	CONTACT NAME: Thomas Henrichsen
RON ROBERTSON INSURANCE AGCY 7322 SW Frwy #1850 Houston, TX 77074	PHONE (A/C, No, Ext): (713) 771-6686 FAX (A/C, No): (713) 779-9410 E-MAIL ADDRESS: thomashenrichsen@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Sentinel Insurance/The Hartf	
INSURER B: Titan Insurance Company	
INSURER C: Twin City Fire Insurance Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: DOS Land Surveying, LLC
1002 East Expressway 83
Weslaco, TX 78596
956-797-4601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			61SWC 610489	06-27-12	06-27-13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			TXA-0403503	08-8-12	08-8-13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		61WBCPO5957	4/14/12	4/14/13	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional			61SWC 610489	06/27/12	06/27/13	$ 1,000,000	

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

Re: On Call Engineer Contract Hidalgo County is named as additional insured on the General Liability policy subject to policy terms, conditions, limitations, and exclusions.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281,
Edinburg, Texas

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Ron Robertson

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ACORD®

AGENCY CUSTOMER ID: 000690

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ron Robertson Insurance Agency	DOS Land Surveying, LLC
POLICY NUMBER	1002 East Expressway 83
CARRIER / NAIC CODE	Weslaco, TX 78596
Titan Insurance company	EFFECTIVE DATE: 10-10-2012

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Vehicles Scheduled on the policy.

2008 Dodge Ram 1500 VIN# 65577
2008 Dodge Ram 1500 VIN# 11677
2009 Ford F250 VIN# 30172
2011 Ford F350 VIN# 56316

Ron Robertson

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Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, October 11, 2012 11:21 AM
To: 'Leticia Saenz'
Subject: RE: SCHEDULED AUTOS INCLUDED---RE: Prof Svc Agreement #C-12-224-10-16-Dol Land Surveying-Pct 4(on call)

The agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 10:12 AM
To: 'Steve Crain'
Subject: SCHEDULED AUTOS INCLUDED---RE: Prof Svc Agreement #C-12-224-10-16-Dol Land Surveying-Pct 4(on call)

Mr. Crain-

Scheduled Autos have been included the attached agreement. Please review and approve as to form.

Please advise.

Thank you.

Letty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, October 10, 2012 7:41 AM
To: 'Leticia Saenz'
Subject: RE: Prof Svc Agreement #C-12-224-10-16-Dol Land Surveying-Pct 4(on call)

Autos are not scheduled on the insurance certificate.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, October 09, 2012 3:15 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Prof Svc Agreement #C-12-224-10-16-Dol Land Surveying-Pct 4(on call)

Mr. Crain-

Please review and approve as to form the attached **Contract# C-12-224-10-16** with **Dos Land Surveying** for projects within **Hidalgo County Pct 4 (on an as needed basis).**

***** Note: will be placed on the next CC agenda for final approval.***

Please advise.

Thanks.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

AI-34724 **Purchasing Department** **18. E. 2.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final construction contract documents (awarded by CC-09-25-12) with STFC, Inc. dba Fresno Construction in the approved amount of $188,710.75 for: "Hidalgo County Precinct No. 4 -Construction of a New Multi Purpose Facility and Mechanical Shop -Civil Site Improvements (C-12-056C-09-25)."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

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

BUDGETARY IMPACT:

Available balance as of 10-12-12:

Program#	Amount
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

Bid Award Agenda 9/25/12

C-12-056C-09-25 -Fresno Constr -Pct 4 Multi Purp Bldg Civil Impr

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 01:28 PM
Budget & Management	Merlen P. Munoz	10/12/2012 01:30 PM
Manuel Chapa	Manuel Chapa	10/12/2012 04:51 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Moises Salazar Started On: 10/12/2012

Final Approval Date: 10/12/2012

Improvements" inasmuch as the parking lot and off-site drainage improvements project bid was a "no action" on July 10, 2012 (AI #33091) by Commissioners Court with "final rejection" of bid on August 7, 2012 (AI#33565).

C. Pct. 2

1. AI-34255 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services.

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services Thomas Rd (Jackson to McColl Rd) within Pct No. 2.

Total	R.E. Garcia	Rio Delta Engineering	R.E. Gutierrez
Evaluator 1	94	88	100
Ranking	2	3	1

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of R.E. Gutierrez for: the provision of professional engineering services for Thomas Rd (Jackson to McColl Rd) within Pct No. 2 area.

2. AI-34383 Requesting approval of Second Amendment to Interlocal Cooperation Agreement between City of San Juan, Hidalgo County Drainage District No. 1 and County of Hidalgo, for Minnesota Drainage Project.

D. Pct. 4

1. AI-34397 Recommendation by project engineer, Raul Sesin, P. E., Hidalgo County Planning Department for Commissioner's Court to award to responsible, lowest and best bid meeting all specifications for Base Bid, Alternates 2, 4 and 5 in relation to Bid No. 2012-056C-08-01-MSS Hidalgo County Precinct No. 4 - "Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements" to: Fresno Construction STFC, Inc. in the total amount of $188,710.75.

E. County Clerk's Office

1. AI-34399 Presentation by Hon. Arturo Guajardo, Hidalgo County Clerk for Hidalgo County Commissioners Court's acceptance and approval of agreement by and between the Department of State Health Services (DSHS or the Performing Agency) an agency of the State of Texas, for DSHS Program Vital Statistics Unit and Hidalgo County Clerk (Receiving Agency) in connection with the issuance of birth certificates.

F. IT Department:

1. AI-34191 a. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7)-'an item that can only be obtained from only one source';

AI-34397 **Purchasing Department 19. D. 1.**
CC REGULAR
Meeting Date: 09/25/2012
Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project engineer, Raul Sesin, P. E., Hidalgo County Planning Department for Commissioner's Court to award to responsible, lowest and best bid meeting all specifications for Base Bid, Alternates 2, 4 and 5 in relation to Bid No. 2012-056C-08-01-MSS Hidalgo County Precinct No. 4 - "Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements" to: Fresno Construction STFC, Inc. in the total amount of $188,710.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 9-21-12:

Program#	Amount
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

Raul Sesin Award Recom
Bid Tabulation/Comparison
Vendor Participation/Plan Holders List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/21/2012 02:44 PM
Budget & Management	Merlen P. Munoz	09/21/2012 02:59 PM
Manuel Chapa	Manuel Chapa	09/21/2012 03:33 PM
Auditor's Office	Angela Garcia	09/21/2012 05:16 PM

Form Started By: Moises Salazar Started On: 09/21/2012
Final Approval Date: 09/21/2012

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

September 17, 2012

Honorable Commissioner Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78542

RE: Construction of a New Multi-Purpose Facility and Mechanical Shop
Civil Site Improvements
Hidalgo County Precinct No. 4
Project No.: 2012-056C-02-29-MSS

Dear Commissioner Palacios;

Bids were received and opened for the Hidalgo County Precinct No. 4 Construction of a New Multi-Purpose Facility and Mechanical Shop - Civil Site Improvements Project No.: 2012-056C-02-29-MSS on August 01, 2012. The project was separated into different alternatives to allow the County to select the work that would be awarded or performed in-house. As per our discussions and based on the Precinct's schedule we have considered the award of the Base Bid along with Alternate No. 2, No. 4, and No. 5. A total of five bids were received with Fresno Construction STFC, Inc. being low bidder for the combined items to be awarded. Fresno Construction STFC, Inc. is the total low bidder with a Base Bid amount of $96,687.25, Alternate No. 2 bid of $25,199.00, Alternate No. 4 bid of $42,242.00, and Alternate No. 5 bid of $24,582.50. Attached is a copy of the bid tabulation for your review.

This project consists of site civil work including the preparation of base, sub-grade for the parking area, drainage improvements, water and sanitary sewer improvements, and re-construction of the access road. We recommend awarding the project to Fresno Construction STFC, Inc for the base bid and Alternate No. 2, No. 4, and No. 5 in the amount of $188,710.75.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

PE 9/17/12

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

BID COMPARISON

HIDALGO COUNTY PRECINCT No. 4

CONSTRUCTION OF A NEW MULTI-PURPOSE FACILITY AND MECHANICAL SHOP - CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-02-29-MSS

				HIGHMARK CONSTRUCTION		FRESNO CONST. STFC, INC.		OG CONSTRUCTION		ASAGO, LLC		SAENZ UTILITY CONTRACTORS	
BASE BID													
1	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	6,149	SY	$ 1.27	$ 7,809.23	$ 2.25	$ 13,835.25	$ 3.50	$ 21,521.50	$ 1.50	$ 9,223.50	$ 1.50	$ 9,223.50
2	8" COMPACTED CALICHE (LABOR ONLY)	1,855	SY	$ 4.47	$ 8,291.85	$ 6.00	$ 11,130.00	$ 2.00	$ 3,710.00	$ 9.00	$ 16,695.00	$ 6.00	$ 11,130.00
3	10" COMPACTED CALICHE (LABOR ONLY)	4,294	SY	$ 4.89	$ 20,997.66	$ 7.00	$ 30,058.00	$ 3.00	$ 12,882.00	$ 8.00	$ 34,352.00	$ 7.35	$ 31,560.90
4	TENSAR TX 5 TRIAX GEOGRID (MATERIAL & LABOR)	4,294	SY	$ 3.61	$ 15,501.34	$ 3.50	$ 15,029.00	$ 4.00	$ 17,176.00	$ 2.00	$ 8,588.00	$ 7.15	$ 30,702.10
5	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	520	LF	$ 7.69	$ 3,998.80	$ 12.00	$ 6,240.00	$ 9.00	$ 4,680.00	$ 8.00	$ 4,160.00	$ 9.00	$ 4,680.00
6	6 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	276	LF	$ 30.80	$ 8,500.80	$ 20.00	$ 5,520.00	$ 48.00	$ 13,248.00	$ 30.00	$ 8,280.00	$ 28.25	$ 7,797.00
7	6" CONCRETE APRON ENTRANCE (MATERIAL & LABOR)	425	SY	$ 40.00	$ 17,000.00	$ 35.00	$ 14,875.00	$ 59.00	$ 25,075.00	$ 40.00	$ 17,000.00	$ 42.50	$ 18,062.50
	TOTAL				**$ 82,099.68**		**$ 96,687.25**		**$ 98,292.50**		**$ 98,298.50**		**$ 113,156.00**
ADD ALTERNATE NO. 1													
1	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	1,392	SY	$ 1.22	$ 1,698.24	$ 2.25	$ 3,132.00	$ 3.50	$ 4,872.00	$ 1.50	$ 2,088.00	$ 1.55	$ 2,157.60
2	8" COMPACTED CALICHE (LABOR ONLY)	1,557	SY	$ 4.50	$ 7,006.50	$ 6.00	$ 9,342.00	$ 3.00	$ 4,671.00	$ 9.00	$ 14,013.00	$ 7.95	$ 12,378.15
3	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	664	LF	$ 7.68	$ 5,099.52	$ 12.00	$ 7,968.00	$ 8.00	$ 5,312.00	$ 8.00	$ 5,312.00	$ 9.15	$ 6,075.60
4	6 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	126	LF	$ 30.16	$ 3,800.16	$ 20.00	$ 2,520.00	$ 45.00	$ 5,670.00	$ 30.00	$ 3,780.00	$ 28.25	$ 3,559.50
5	REMOVE AND DISPOSE OF CONCRETE CURB AND GUTTER	72	LF	$ 13.89	$ 1,000.08	$ 10.00	$ 720.00	$ 9.00	$ 648.00	$ 10.00	$ 720.00	$ 5.25	$ 378.00
	TOTAL				**$ 18,604.50**		**$ 23,682.00**		**$ 21,173.00**		**$ 25,913.00**		**$ 24,548.85**
ADD ALTERNATE NO. 2													
1	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (185.0 SY)	1,662	SF	$ 4.81	$ 7,994.22	$ 5.00	$ 8,310.00	$ 3.25	$ 5,401.50	$ 5.00	$ 8,310.00	$ 5.50	$ 9,141.00
2	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR) (WEST OF ADMIN BLDG)	1	LS	$ 4,000.00	$ 4,000.00	$ 2,300.00	$ 2,300.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00	$ 9,500.00	$ 9,500.00
3	CONCRETE SPILLWAYS (MATERIAL & LABOR)	6	EA	$ 416.67	$ 2,500.02	$ 300.00	$ 1,800.00	$ 350.00	$ 2,100.00	$ 1,000.00	$ 6,000.00	$ 255.00	$ 1,530.00
4	CONCRETE STOPS	71	EA	$ 67.61	$ 4,800.31	$ 65.00	$ 4,615.00	$ 110.00	$ 7,810.00	$ 100.00	$ 7,100.00	$ 32.00	$ 2,272.00
5	18" SAFETY END TREATMENT	3	EA	$ 1,166.67	$ 3,500.01	$ 300.00	$ 900.00	$ 750.00	$ 2,250.00	$ 1,200.00	$ 3,600.00	$ 850.00	$ 2,550.00
6	18" RCP-RJ CL III	80	LF	$ 47.50	$ 3,800.00	$ 30.00	$ 2,400.00	$ 36.00	$ 2,880.00	$ 35.00	$ 2,800.00	$ 29.00	$ 2,320.00
7	24" RCP-RJ CL III	71	LF	$ 56.34	$ 4,000.14	$ 40.00	$ 2,840.00	$ 42.00	$ 2,982.00	$ 50.00	$ 3,550.00	$ 39.00	$ 2,769.00
8	DETENTION SWALE EXCAVATION	2,034	SF	$ 2.95	$ 6,000.30	$ 1.00	$ 2,034.00	$ 2.00	$ 4,068.00	$ 1.50	$ 3,051.00	$ 0.95	$ 1,932.30
	TOTAL				**$ 36,595.00**		**$ 25,199.00**		**$ 31,991.50**		**$ 37,911.00**		**$ 32,014.30**
ADD ALTERNATE NO. 3													

				HIGHMARK CONSTRUCTION		FRESNO CONST. STFC, INC.		OG CONSTRUCTION		ASAGO, LLC		SAENZ UTILITY CONTRACTORS	
1	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (285.0 SY)	2,561	SF	$ 3.44	$ 8,809.84	$ 5.00	$ 12,805.00	$ 35.00	$ 89,635.00	$ 5.00	$ 12,805.00	$ 4.75	$ 12,164.75
2	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR)(EAST SIDE OF ADMIN BLDG)	1	LS	$ 4,000.00	$ 4,000.00	$ 2,300.00	$ 2,300.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 7,500.00	$ 7,500.00
3	CONCRETE SPILLWAYS (MATERIAL & LABOR)	7	EA	$ 357.14	$ 2,499.98	$ 300.00	$ 2,100.00	$ 400.00	$ 2,800.00	$ 1,000.00	$ 7,000.00	$ 250.00	$ 1,750.00
4	CONCRETE STOPS	18	EA	$ 83.33	$ 1,499.94	$ 65.00	$ 1,170.00	$ 110.00	$ 1,980.00	$ 100.00	$ 1,800.00	$ 32.00	$ 576.00
5	18" SAFETY END TREATMENT	5	EA	$ 1,160.00	$ 5,800.00	$ 300.00	$ 1,500.00	$ 650.00	$ 3,250.00	$ 1,200.00	$ 6,000.00	$ 850.00	$ 4,250.00
6	18" RCP-RJ CL III	176	LF	$ 42.61	$ 7,499.36	$ 40.00	$ 7,040.00	$ 38.00	$ 6,688.00	$ 35.00	$ 6,160.00	$ 29.00	$ 5,104.00
8	DETENTION SWALE EXCAVATION	6,642	SF	$ 2.03	$ 13,483.26	$ 1.00	$ 6,642.00	$ 2.00	$ 13,284.00	$ 1.50	$ 9,963.00	$ 0.95	$ 6,309.90
		TOTAL			**$ 43,592.38**		**$ 33,557.00**		**$ 120,137.00**		**$ 46,228.00**		**$ 37,654.65**
ADD ALTERNATE NO. 4													
1	2" WTR PVC PIPE (INCLUDES ELBOWS AND MISC. FITTINGS)	941	LF	$ 17.00	$ 15,997.00	$ 10.00	$ 9,410.00	$ 7.00	$ 6,587.00	$ 6.00	$ 5,646.00	$ 11.00	$ 10,351.00
2	6" WTR CASING FOR 2" PVC PIPE	266	LF	$ 13.16	$ 3,500.56	$ 15.00	$ 3,990.00	$ 9.00	$ 2,394.00	$ 25.00	$ 6,650.00	$ 9.00	$ 2,394.00
3	SAN SWR 8" SDR-26 PVC PIPE	483	LF	$ 22.36	$ 10,799.88	$ 15.00	$ 7,245.00	$ 17.00	$ 8,211.00	$ 15.00	$ 7,245.00	$ 29.00	$ 14,007.00
4	SAN SWR 6" SDR-26 PVC PIPE	410	LF	$ 18.29	$ 7,498.90	$ 13.00	$ 5,330.00	$ 16.00	$ 6,560.00	$ 13.00	$ 5,330.00	$ 26.00	$ 10,660.00
5	SANITARY SWR MANHOLE	2	EA	$ 3,500.00	$ 7,000.00	$ 3,750.00	$ 7,500.00	$ 3,400.00	$ 6,800.00	$ 2,500.00	$ 5,000.00	$ 4,500.00	$ 9,000.00
6	4" SWR SERVICE CONNECTION	2	EA	$ 1,250.00	$ 2,500.00	$ 1,500.00	$ 3,000.00	$ 800.00	$ 1,600.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00
7	SWR CLEAN OUT	3	EA	$ 500.00	$ 1,500.00	$ 150.00	$ 450.00	$ 200.00	$ 600.00	$ 600.00	$ 1,800.00	$ 450.00	$ 1,350.00
8	2-4" PVC ELECTRICAL CONDUIT	74	LF	$ 16.22	$ 1,200.28	$ 8.00	$ 592.00	$ 10.00	$ 740.00	$ 15.00	$ 1,110.00	$ 16.00	$ 1,184.00
9	PIPE BEDDING AS PER DETAIL SHEET C-8	2,100	LF	$ 3.71	$ 7,791.00	$ 2.25	$ 4,725.00	$ 1.00	$ 2,100.00	$ 4.00	$ 8,400.00	$ 4.00	$ 8,400.00
		TOTAL			**$ 57,787.62**		**$ 42,242.00**		**$ 35,592.00**		**$ 43,181.00**		**$ 60,346.00**
ADD ALTERNATE NO. 5													
1	EXCAVATE, TREAT & REWORK ALL EXISTING ACCESS ROAD SECTION TO ACHIEVE PROPOSED 8" FINISH BASE	1,967	SY	$ 16.27	$ 32,003.09	$ 6.00	$ 11,802.00	$ 12.00	$ 23,604.00	$ 20.00	$ 39,340.00	$ 6.95	$ 13,670.65
2	PRIME COAT (MC-30) ENTIRE BASE OF ACCESS RD AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	1,706	SY	$ 1.64	$ 2,797.84	$ 2.25	$ 3,838.50	$ 3.50	$ 5,971.00	$ 1.50	$ 2,559.00	$ 1.45	$ 2,473.70
3	TENSAR TX 5 TRIAX GEOGRID (MATERIAL & LABOR)	1,967	SY	$ 4.07	$ 8,005.69	$ 3.50	$ 6,884.50	$ 4.00	$ 7,868.00	$ 5.00	$ 9,835.00	$ 7.45	$ 14,654.15
4	RE-GRADE EXISTING ROAD SIDE DITCH AND EXCAVATE NEW ROADSIDE DITCH WEST TO DISCHARGE POINT	823	LF	$ 4.86	$ 3,999.78	$ 2.50	$ 2,057.50	$ 4.00	$ 3,292.00	$ 10.00	$ 8,230.00	$ 5.85	$ 4,814.55
		TOTAL			**$ 46,806.40**		**$ 24,582.50**		**$ 40,735.00**		**$ 59,964.00**		**$ 35,613.05**
	BASE BID TOTAL				$ 82,099.68		$ 96,687.25		$ 98,292.50		$ 98,298.50		$ 113,156.00
	ADD ALTERNATE NO. 1 TOTAL				$ 18,604.50		$ 23,682.00		$ 21,173.00		$ 25,913.00		$ 24,548.85
	ADD ALTERNATE NO. 2 TOTAL				$ 36,595.00		$ 25,199.00		$ 31,991.50		$ 37,911.00		$ 32,014.30

	HIGHMARK CONSTRUCTION	FRESNO CONST. STFC, INC.	OG CONSTRUCTION	ASAGO, LLC	SAENZ UTILITY CONTRACTORS
ADD ALTERNATE NO. 3 TOTAL	$ 43,592.38	$ 33,557.00	$ 120,137.00	$ 46,228.00	$ 37,654.65
ADD ALTERNATE NO. 4 TOTAL	$ 57,787.62	$ 42,242.00	$ 35,592.00	$ 43,181.00	$ 60,346.00
ADD ALTERNATE NO. 5 TOTAL	$ 46,806.40	$ 24,582.50	$ 40,735.00	$ 59,964.00	$ 35,613.05

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 4

CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-08-01-MSS

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
7-19-12	8:45 AM	IOC COMPANY	IRAM VILLA	956 522 8696	
7-19-12	9:20 a.m.	High Mark	Joseph AGurra	512-246-8042	
7-23-12	10:15 am	2GS, LLC	Beto GARCIA Jr	956-607-4448	
7-24-12	11:15am	Asago Const.	Raul Iglesias	607-0741	
7-24-12	5:05	Dos Logistics (candelaorganizations@yahoo.com)	Roy Vela	956-968-8300	
7/24/12	4:00	O. G. Construction Co. LLC	Omar Garcia	956-292-0008	
7/25/12	3:00	SAENZ UTILITY	Roberto Rodriguez	956-373-5108	
7/20/12		AmTek Planroom	John Rush	512-323-0588	emailed
7/24/11	3:55	Prodigy C-M	JERRY GARCIA	800-1122	
7/27/2012	8:01	Castle Enterprises	YVONNE Gonzalez YVONNE.Gonzalez@CastleEnterprises.us	800-4144	
07/30/12	8:35	FRESNO CONST. STFC	PACHECO, RICK	381-8875	FRESNOPACHECO@YAHOO.COM
7-30-12	2:[illegible]	E-Con	Eli Gonzalez EGonzalez@E-Conmgr.Net	630-618-[illegible]	

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 4

CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS

PROJECT NO. 2012-056C-08-01-MSS

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
7-30-12	3:05	D&J site Construction Inc.	Mark Goldammer	605-2198	
		mg92867@aol.com			

FORMS OF CONTRACT, BONDS AND BID PROPOSALS

FOR

HIDALGO COUNTY PRECINCT NO. 4

"CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS"

CONTRACT NO. C-12-056C-09-25



PREPARED BY:

RAUL E. SESIN, P.E., PROJECT ENGINEER
HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25th STREET
EDINBURG, TEXAS 78542

Hidalgo County Precinct No. 4
Construction of A New Multi Purpose Facility And
Mechanical Shop – Civil Site Improvements"

CONTRACT NO. C-12-056C-09-25

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2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond
11) **Exhibit C** -Insurance Requirements
12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition
    Exhibit A General Notes
    - **a.** Technical Specifications

16) **Exhibit B**
    - **a.** Debarment
    - **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

17) **Exhibit C Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

18) **Exhibit D**
    - **a.** Change Order
    - **b.** Payment of Application
    - **c.** Estimate Quantity Update
    - **d.** Schedule of Values
    - **e.** Contract Time Statement
    - **f.** List of Suppliers
    - **g.** Partial Release of Lien
    - **h.** Contractor's Affidavit of Payment of Debts and Claims
    - **i.** Prevailing Wage Rates Certificate Statement
    - **j.** Certificate of Construction Completion
    - **k.** Contractor's Affidavit of Release of Liens
    - **l.** Quantity Work Sheet

19) Construction Identification Sign

PURCHASING DEPARTMENT
County Of Hidalgo

October 1, 2012

Mr. Larry Downing
Fresno Construction STFC, Inc.
1287 Ranch Road 32
Blanco, TX 78606

RE: BID AWARD NOTICE
Hidalgo County Precinct No. 4 – "Construction of a New Multi Purpose Facility and Mechanical Shop –Civil Site Improvements" (Project No.: 2012-056C-08-01-MSS)

Dear Mr. Downing,

Congratulations! This is to notify you that pursuant to action taken at the regular Commissioners' Court meeting on September 25, 2012, the Base Bid and Alternates 2, 4 and 5, for the above-mentioned project was awarded to your company in the total amount of $188,710.75.

Our next step will be to complete and execute a contract. Five original copies of the contract will have to be distributed. For this purpose, you will have to provide Payment and Performance Bonds (in five original seal copies), your acord certificate of insurance with required coverages, vendor's bidder information, etc.

We need to proceed with this project as soon as possible; therefore, we are requesting for you to contact the office of the project engineer: Mr. Raul Sesin, P. E., Hidalgo County Planning Department at 956-318-2842 at your earliest convenient time for additional forms and information required.

We sincerely appreciate your time and interest in participating with Hidalgo County projects. Should you have any questions, please contact our office at 318-2626 or send an e-mail moises.salazar@co.hidalgo.tx.us . Thank you.

Sincerely,

Moises Salazar, Buyer III
Hidalgo County Purchasing Department

REQUEST FOR
SEALED BIDS (RFB) AND/OR SEALED PROPOSALS (CSP)

TO SUPPLY HIDALGO COUNTY with separate sealed bids and/or proposals respectively for the following Construction Projects:

Competitive Sealed Proposals (CSP)	**2012-056B-08-01-MSS**	**-HIDALGO COUNTY PRECINCT NO. 4-"Construction of a New Multi-Purpose Facility and Mechanical Shop".**
Request for Sealed Bids (RFB)	**2012-056C-08-01-MSS**	**-HIDALGO COUNTY PRECINCT NO. 4-"Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements"**

PROCUREMENT PACKETS may be obtained as follow:

Project No.	Project Description:	Plans Available at:	Plans/Spec Deposit
CSP NO.: 2012-056B-08-01-MSS	**-HIDALGO COUNTY PRECINCT NO. 4-"Construction of a New Multi-Purpose Facility and Mechanical Shop".**	Project Architect- **ERO International, LLP** Eli R. Ochoa, PE, AIA 300 South 8th Street McAllen, TX 78501 Ph. (956) 661-0400 FAX (956) 661-0401	$150.00 (Refundable)
RFB NO.: 2012-056C-08-01-MSS	**-HIDALGO COUNTY PRECINCT NO. 4-"Construction of a New Multi-Purpose Facility and Mechanical Shop-Civil Site Improvements"**	Project Engineer- **Hidalgo County Planning Dept.** Raul Sesin, P.E. 1304 S. 25th St. Edinburg, TX 78539 Ph. (956) 318-2842	$0.00

PRE-BID CONFERENCE is scheduled for Tuesday, July 24, 2012 at 2:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, EDINBURG, TEXAS 78539

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. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID and/or PROPOSAL, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** 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 seven (7) 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, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids and/or proposals will be accepted until **3:00 p.m. on Wednesday, August 1, 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.

Attention is called to the fact that not less than, the most current 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.

Typed-written RFI's shall be faxed to correspondent Architect or Engineer. Please follow with a call to confirm receipt of faxed RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by July 25, 2012. Inquiries beyond this date will not be responded. Contact project architect and engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 3rd day of April, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4 – CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS"** 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-2012-056C-08-01-MSS- HIDALGO COUNTY PRECINCT NO. 4 – CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS"** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, AUGUST 01, 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 "REQUEST FOR BID-2012-056C-08-01-MSS- HIDALGO COUNTY PRECINCT NO. 4 – CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS"**

   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

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 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. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. 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.

14. 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.

15. 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 o their Federal ID Number Certificate.

16. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

17. **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

18. **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 PRECINCT NO. 4 – CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS "** 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 PRECINCT NO. 4
1051 N. Doolittle Rd.
Edinburg, TX 78542

19. **SCHEDULE OF EVENTS**

Pre-Bid Conference at 3:00 PM	**July 24 , 2012**
Bid Opening at 9:30 AM	**August 01 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

20. **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.

21. **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.

22. **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.

23. 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.

24. 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

25. 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
      If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
    - 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.

26. 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.

27. 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.

28. 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.

29. 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 judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

30. 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.

31. 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.

32. 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.

Bid
for

HIDALGO COUNTY PRECINCT NO. 4

"CONSTRUCTION OF A NEW MULTI-PURPOSE FACILITY AND MECHANICAL SHOP-CIVIL SITE IMPROVEMENTS"
BID-2012-056C-08-01-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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: FRESNO CONST. STFC. INC.
Address: 724. W. MONTE CRISTO Rd.
By: Pacheco, Ricardo
Printed Name: PACHECO RICARDO
Title: ESTIMATOR / P.M.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 4 (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, August 01, 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 for Hidalgo County Pct # 2.

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 forms and Certification by Bidder and/or 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 enveloped 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 ward 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):
Project Name: **HIDALGO COUNTY PRECINCT NO. 4 – CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS"**
Project Number: **2012-056C-08-01-MSS**

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.

6. 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 be 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.

7. 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.

8. 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 **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. 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.

10. 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 via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer 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.

11. 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.

12. 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.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

14. 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.

15. 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.

16. 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

17. 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. 4
CONSTRUCTION OF A NEW MULTI-PURPOSE FACILITY AND MECHANICAL SHOP
PROJECT NO. 2012-088-02-29-MSS

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
1	34.33	STA	PREPARING ROW	THREE HUNDRED Dollars FIFTY Cents	$300.50	$6,271.44

BASE BID						
1	6,149	SY	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	Thirteen-Thousand Eight-Hundred-Thirty-Five ---------- Dollars Twenty-Five ---------- Cents	$ 2.25	$ 13,835.25
2	1,855	SY	8" COMPACTED CALICHE (LABOR ONLY)	Eleven-Thousand One-Hundred Thirty ---------- Dollars Zero ---------- Cents	6.00	11,130.00
3	4,294	SY	10" COMPACTED CALICHE (LABOR ONLY)	Thirty-Thousand Fifty-Eight ---------- Dollars Zero ---------- Cents	7.00	30,058.00
4	4,294	SY	TENSAR TX 8 TRIAX GEOGRID (MATERIAL & LABOR)	Fifteen-Thousand Twenty-Nine ---------- Dollars Zero ---------- Cents	3.50	15,029.00
5	520	LF	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	Six-Thousand Two-Hundred Forty---------- Dollars Zero ---------- Cents	12.00	6,240.00
6	276	LF	8 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	Five-Thousand Five-Hundred Twenty ---------- Dollars Zero ---------- Cents	20.00	5,520.00
7	425	SY	6" CONCRETE APRON ENTRANCE (MATERIAL & LABOR)	Fourteen-Thousand Eight-Hundred Seventy-Five------- Dollars Zero ---------- Cents	35.00	14,875.00
				Base Bid Price in Words		Bid in Figures
				Dollars		$
				Cents		

Total Bid Price in Words (Base Bid)		Bid in Figures
Ninty-Six Thousand Six Hundred Eighty-Seven	Dollars	$ 96,687.25
Twenty-Five	Cents	

OPENED
9:43
8-01-12
Witnessed

ORIGINAL BID

ADD ALTERNATE NO. 1						
1	1,392	SY	PRIME COAT (MC-30) ENTIRE BASE OF PARKING AREA AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	Three Thousand One Hundred Thirty-Two ---- Dollars Zero ---- Cents	$ 2.25	$ 3,132.00
2	1,557	SY	8" COMPACTED CALICHE (LABOR ONLY)	Nine Thousand Three Hundred Forty-Two ---- Dollars Zero ---- Cents	6.00	9,342.00
3	664	LF	TYPE "A" BARRIER CONCRETE CURB AND GUTTER (MATERIAL & LABOR)	Seven Thousand Nine Hundred Sixty-Eight ---- Dollars Zero ---- Cents	12.00	7,968.00
4	126	LF	6 FT CONCRETE VALLEY GUTTER (MATERIAL & LABOR)	Two Thousand Five Hundred Twenty ---- Dollars Zero ---- Cents	20.00	2,520.00
5	72	LF	REMOVE AND DISPOSE OF CONCRETE CURB AND GUTTER	Seven Hundred Twenty ---- Dollars Cents	10.00	720.00

Add Alternate No. 1 Bid Price in Words	Bid in Figures
Dollars	$
Cents	

Total Bid Price in Words (Add Alternate No. 1)	Bid in Figures
Twenty-Three Thousand Six Hundred Eighty-Two ---- Dollars	$ 23.682.00
Zero ---- Cents	

ADD ALTERNATE NO. 2						
1	1,062	SF	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (196.0 SY)	Eight Thousand Three Hundred Ten ---- Dollars ---- Cents	$ 5.00	$ 8,310.00
2	1	LS	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR) (WEST OF ADMIN BLDG)	Two Thousand Three Hundred ---- Dollars Zero ---- Cents		2,300.00
3	0	EA	CONCRETE SPILLWAYS (MATERIAL & LABOR)	One Thousand Eight Hundred ---- Dollars Zero ---- Cents	300.00	1,800.00
4	71	EA	CONCRETE STOPS	Four Thousand Six Hundred Fifteen ---- Dollars Zero ---- Cents	65.00	4,615.00
5	3	EA	18" SAFETY END TREATMENT	Nine Hundred ---- Dollars Zero ---- Cents	300.00	900.00
6	80	LF	18" RCP-RJ CL III	Two Thousand Four Hundred ---- Dollars Zero ---- Cents	30.00	2,400.00
7	71	LF	24" RCP-RJ CL III	Two Thousand Eight Hundred Forty ---- Dollars Zero ---- Cents	40.00	2,840.00
8	2,034	SF	DETENTION SWALE EXCAVATION	Two Thousand Thirty-Four ---- Dollars Zero ---- Cents	1.00	2,034.00

Add Alternate No. 2 Bid Price in Words	Bid in Figures
Twenty-Five Thousand One Hundred Ninty-Nine ---- Dollars	$ 25,199.00
Zero ---- Cents	

OPENED
3:43
8-01-12
Witnessed

Total Bid Price in Words (Add Alternate No. 2)		Bid in Figures
Dollars		$
Cents		

ADD ALTERNATE NO. 3

1	2,661	SF	(4") CONCRETE SIDE WALK (MATERIAL & LABOR) (295.0 SY)	Twelve Thousand Eight Hundred Five Dollars Zero Cents	$ 5.00	$ 12,805.00
2	1	LS	PARKING LOT STRIPPING AND SIGNAGE AS PER PLANS (MATERIAL & LABOR)(EAST SIDE OF ADMIN BLDG)	Two Thousand Three Hundred Dollars Zero Cents		2,300.00
3	7	EA	CONCRETE SPILLWAYS (MATERIAL & LABOR)	Two Thousand One Hundred Dollars Zero Cents	300.00	2,100.00
4	18	EA	CONCRETE STOPS	One Thousand One Hundred Seventy Dollars Zero Cents	65.00	1,170.00
5	5	EA	18" SAFETY END TREATMENT	One Thousand Five Hundred Dollars Zero Cents	300.00	1,500.00
6	176	LF	18" RCP-RJ CL III	Seven Thousand Forty Dollars Zero Cents	40.00	7,040.00
8	6,642	SF	DETENTION SWALE EXCAVATION	Six Thousand Six Hundred Foty-Two Dollars Zero Cents	1.00	6,642.00

Add Alternate No. 3 Bid Price in Words		Bid in Figures
Dollars		$
Cents		

Total Bid Price in Words (Add Alternate No. 3)		Bid in Figures
Thirty-Three Thousand Five Hundred Fifty-Seven Dollars		$ 33,557.00
Zero Cents		

OPENED
3:43
8-01-12
Witnessed

ADD ALTERNATE NO. 4

1	941	LF	2" WTR PVC PIPE (INCLUDES ELBOWS AND MISC. FITTINGS)	Nine Thousand Four Hundred Ten Dollars Zero Cents	$ 10.00	$ 9,410.00
2	266	LF	6" WTR CASING FOR 2" PVC PIPE	Three Thousand Nine Hundred Ninty Dollars Zero Cents	15.00	3,990.00
3	483	LF	SAN SWR 8" SDR-26 PVC PIPE	Seven Thousand Two Hundred Forty-Five Dollars Zero Cents	15.00	7,245.00
4	410	LF	SAN SWR 6" SDR-26 PVC PIPE	Five Thousand Three Hundred Thirty Dollars Zero Cents	13.00	5,330.00
5	2	EA	SANITARY SWR MANHOLE	Seven Thousand Five Hundred Dollars Zero Cents	3,750.00	7,500.00
6	2	EA	4" SWR SERVICE CONNECTION	Three Thousand Dollars Zero Cents	1,500.00	3,000.00
7	3	EA	SWR CLEAN OUT	Four Hundred Fifty Dollars Zero Cents	150.00	450.00
8	74	LF	2-4" PVC ELECTRICAL CONDUIT	Five Hundred Ninty-Two Dollars Zero Cents	8.00	592.00
9	2,100	LF	PIPE BEDDING AS PER DETAIL SHEET C-6	Four Thousand Seven Hundred Twenty-Five Dollars Zero Cents	2.25	4,725.00

Add Alternate No. 4 Bid Price in Words	Bid in Figures
Forty-Two Thousand Two Hundred Forty-Two Dollars Zero Cents	$ 42,242.00

ADD ALTERNATE NO. 6

6	1,967	SY	EXCAVATE, TREAT & REWORK ALL EXISTING ACCESS ROAD SECTION TO ACHIEVE PROPOSED 6" FINISH BASE	Eleven Thousand Eight Hundred Two Dollars Zero Cents	$ 1.00	$ 11,802.00
1	1,706	SY	PRIME COAT (MC-30) ENTIRE BASE OF ACCESS RD AND LEAVE IT READY FOR HMAC INSTALLATION (MATERIAL & LABOR)	Three Thousand Eight Hundred Thirty-eight Dollars Fifty Cents	2.50	3,838.50
3	1,967	SY	TENSAR TX 5 TRIAX GEOGRID (MATERIAL & LABOR)	Six Thousand Eight Hundred Eighty-Four Dollars Fifty Cents	3.50	6,884.50
9	823	LF	RE-GRADE EXISTING ROAD SIDE DITCH AND EXCAVATE NEW ROADSIDE DITCH WEST TO DISCHARGE POINT	Two Thousand Fifty-Seven Dollars Fifty Cents	2.50	2,057.50

Add Alternate No. 6 Bid Price in Words	Bid in Figures
Twenty-Four Thousand Five Hundred Eighty-Two Dollars Fifty Cents	$ 24,582.50

Total Bid Price in Words (Add Alternate No. 6)	Bid in Figures
Twenty-Four Thousand Five Hundred Eighty-Two Dollars Fifty Cents	$ 24.582.50

OPENED
3:43
8-01-12
Witnessed

STA - STATION
LS - LUMP SUMP
LF - LINEAR FEET
EA - EACH
SY - SQUARE YARD(S)

BIDDER/COMPANY NAME: Fresno Construction STFC, Inc.
ADDRESS: 724 w. Monte Cristo Road Edinburg, Texas 78541
PHONE NUMBER: 956-381-8875
AUTHORIZED SIGNATURE: Pacheco
PRINTED NAME: Rick Pacheco
TITLE: Estimator/ PM

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.

Enclosed with this Proposal is a Cashier's check or Certified Check for — — Dollars (—) or a Bid Bond in the Sum of 5% — 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,

FRESNO CONST. STEC. INC.
Name of Firm

By: [signature] 07/30/1[illegible]
Signature Date

ESTIMATOR / PM
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

724 W. MONTE CRISTO Rd.
Address

EDINburg, TX 78541

956-381-8875
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: [signature]

Liberty Mutual West American Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Fresno Construction
(hereinafter called the Principal) as Principal, and West American Insurance Company , with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto Hidalgo County

(hereinafter called the Obligee) in the penal sum of

5% Greatest Amount Bid Dollars $ 5%

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated August 1, 2012 for

New Multi Purpose Facility & Mechanical Shop Civil Site Improvements

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: July 31st, 2012

Fresno Construction
(Principal)

By: Andrea Acevedo

West American Insurance Company

By: Andy Alvarez
Andy Alvarez (Attorney-in-Fact)

S-137-Rev.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4837118

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

WEST AMERICAN INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That West American Insurance Company (the "Company"), an Indianapolis stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **ANDY ALVAREZ, RON DUNAGAN, SHEILA DUNAGAN, ALL OF THE CITY OF MCALLEN, STATE OF TEXAS**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100***

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-12-056C-09-25

This Agreement, entered into this **25th** day of **September**, 2012 by and between **Hidalgo County** (hereinafter called the "OWNER," and, **STFC, Inc. dba Fresno Construction** (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:

HIDALGO COUNTY PRECINCT NO. 4 "CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP – CIVIL SITE IMPROVEMENTS."

Hereinafter called the project, for the sum of **One Hundred Eighty Eight Thousand Seven Hundred Ten Dollars and seventy five cents ($188,710.75)** 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 County of Hidalgo, Raul E. Sesin, P.E., 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 $**250.00** 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 WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON; _____, 2012.

RICARDO PACHECO NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-21-2013

CONTRACTOR: _____
Print Name & Title: LARRY DOWNING
Name of Firm: STFC, INC. FRESNO CONST.
Address: 724 W. MONTE CRISTO Rd. EDINBURG, TX. 78541
Fed I.D. #/SS #: 043704165

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 5th day of October 2012, by Notary (Title) Of and on behalf of Fresno Const. (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

SIGN HERE

_____
Ramon Garcia, County Judge

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, FRESNO CONST., being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County ~~except as noted~~ herein below:

Signature/Title: ARMENGOL CANTU GEN. MANAGER

Subscribed and sworn to before me this 30th day of July 2012

Notary Public

My commission expires: Dec. 21, 2013, 2013

RICARDO PACHECO
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
12-21-2013

Liberty Mutual. West American Insurance Company

Bond# 58S202423

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 of the Texas Government Code

KNOW ALL MEN BY THESE PRESENTS:

That STFC, Inc. dba Fresno Construction (hereinafter called the Principal), as Principal, and West American Insurance Company, a corporation, with its principal office in the City of Hamilton, Ohio, licensed to do business in the State of Texas and admitted to write bonds, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County (hereinafter called the Obligee), as Obligee, in the amount of

One Hundred Eighty Eight Thousand Seven Hundred Ten and 75/100*** Dollars ($ 188,710.75)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the

25th day of September , 2012

for

Hidalgo County Pct#4- Construction of a New Multi Purpose Facility and Mechanical Shop- Civil Site Improvements which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH , that if the said Principal shall promptly make payments to all claimants as defined in Chapter 2253 of the Texas Government Code, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

2nd day of October , 2012

Witness:

(If individual or firm) (Seal)

Attest: STFC, Inc. dba Fresno Construction

Principal

By: Larry Downing

(If corporation) West American Insurance Company

By: Andy Alvarez

Attorney-in-Fact

S-4400

Liberty Mutual. West American Insurance Company

Bond# 58S202423

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 of the Texas Government Code

KNOW ALL MEN BY THESE PRESENTS:

That STFC, Inc. dba Fresno Construction (hereinafter called the Principal), as Principal, and West American Insurance Company, a corporation, with its principal office in the City of Hamilton, Ohio, licensed to do business in the State of Texas and admitted to write bonds, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County (hereinafter called the Obligee), as Obligee, in the amount of

One Hundred Eighty Eight Thousand Seven Hundred Ten and 75/100*** Dollars ($ 188,710.75)

for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the

25th day of September , 2012

for

Hidalgo County Pct#4- Construction of a New Multi Purpose Facility and Mechanical Shop- Civil Site Improvements which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH , that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

2nd day of October , 2012

Witness:

Pacheco Pratt

(If individual or firm)

(Seal)

Attest:

STFC, Inc. dba Fresno Construction

Principal

By:

(If corporation)

West American Insurance Company

By: Andy Alvarez

Attorney-in-Fact

S-4401

Liberty Mutual. West American Insurance Company

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at 1-800-843-6446

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
P. O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or call. 1-800-843-6446
If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al
1-800-843-6446

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4837147

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

WEST AMERICAN INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That West American Insurance Company (the "Company"), an Indianapolis stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **ANDY ALVAREZ, RON DUNAGAN, SHEILA DUNAGAN, ALL OF THE CITY OF MCALLEN, STATE OF TEXAS**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100********** ******DOLLARS ($ 25,000,000.00********** ******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:
Pursuant to Article IV, Section 12 of the By-Laws, David M. Carey, Assistant Secretary of West American Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of West American Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of September, 2011.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

WEST AMERICAN INSURANCE COMPANY

By _____
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of West American Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of West American Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-Laws of West American Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of West American Insurance Company at a meeting duly called and held on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of October, 2012.

WEST AMERICAN CORPORATE SEAL INSURANCE COMPANY

_____
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). 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, ARMENgol CANTU, authorized representative for FRESNO CONST. STEC.
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

07/30/12
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, FRESNO CONST., 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

07/30/12.
Date

FRESNO CONST. STFC., INC
Company

724 N. MONTE CRISTO. Rd.
Address

EDINburg, TX. 78541.
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2012

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

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

PRODUCER	San Juan Insurance Agency, Inc. DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502	CONTACT NAME: Sylvia de la Paz PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556 E-MAIL ADDRESS: sdelapaz@vip-ins.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Great American Insurance	16691
INSURED	STFC, INC. DBA FRESNO CONSTRUCTION 1287 Ranch Road #32 Blanco TX 78606-	INSURER B : Technology Insurance Co., Inc.	
		INSURER C : Texas Mutual	
		INSURER D : Travelers Property Casualty Co	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	TPP10142320-1	06/09/2012	06/09/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	BA-8795N267-12-SEL	09/27/2012	09/27/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TSF 0001106398	06/11/2012	06/11/2013	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Cargo			IMP3016033-01	08/04/2012	08/04/2013	LIMIT DEDUCTIBLE	150,000 1,000

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

PROJECT NO: 012-056C-08-01-MSS

CONSTRUCTION OF A NEW MULTI PURPOSE FACILITY AND MECHANICAL SHOP - CIVIL SITE IMPROVEMENTS

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HWY 281
EDINBURG TX 78539-

CANCELLATION

AI 007123

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Fresno Construction
724 W. Monte Cristo • Edinburg, Texas 78541
Ph: (956) 381-8875 • Fax: (956) 287-0559

LIST OF EQUIPMENT SHEET

Job: Hidalgo County Prescient #4 "Construction of New Muli Purpose Facility
Proj. # 2012-056C-08-01-MSS

1. John Deere motor grader 570 B
2. Ford 1990 Water Truck
3. Cat 420D Backhoe
4. Ingersoll Roller
5. Mack Dump Truck
6. Ditch witch trencher

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 County of Hidalgo, Raul E. Sesin, P.E.

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.
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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.
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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,

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.

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 taborer 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 employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

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

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.

0) 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.

(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 pkvable 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 contact.

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.

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 County of Hidalgo, Raul E. Sesin, P.E.

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.

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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," 4; 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 Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive 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 44 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 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, 19(A, as ==tied 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.

(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 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 taborer 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 employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

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

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.

0) 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.

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.

(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 pkvable 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 contact.

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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

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 Companies" 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

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 CONTRACTOR 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

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

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

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 Docu-

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

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

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 perfomance 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, expediters, 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

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

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

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 Comple tion, 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

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*

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 entirely 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

GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 4

2. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE R.O.W. INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

3. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT CITY OF EDINBURG 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 292-2090 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

4. CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).

5. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

6. AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE TMUTCD LATEST EDITION, AND AS APPROVED BY THE ENGINEER.

7. ALL MATERIALS AND DEBRIS, EXCEPT HMAC AND CALICHE BASE, RESULTING FROM DEMOLITION IN PREPARATION FOR THE PROPOSED IMPROVEMENTS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THESE MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED.

8. ANY DAMAGES TO FENCES, WALKS, MAIL BOXES, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

9. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

10. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

11. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

12. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED.

13. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY TO RELOCATE OR DIVERT ANY UTILITY IN CONFLICT WITH PROPOSED CONSTRUCTION SO AS NOT TO DISRUPT SERVICE OF IT. CONTRACTOR SHALL RESTORE, RELOCATED, OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION.

14. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

15. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY, OR STATE.

16. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

17. DURING EXCAVATION OPERATIONS FOR DRAINAGE AND/OR UTILITIES, THE CONTRACTOR SHALL NOT PILE ANY EXCAVATED MATERIAL OR EXCAVATE WITHIN THE DRIP LINE OF TREES THAT ARE TO BE PRESERVED.

18. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

19. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESS IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.

20. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES.

21. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, IRRIGATION AND ROAD IMPROVEMENTS.

22. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

23. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, TRASH, ETC., SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 4 THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT No 4. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

24. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN IN THE EVENT A TRENCH BOX IS NEEDED. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING. THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION 402 AND 403.

25. NEW CALICHE MATERIAL GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

TYPE D GRADE 6

SIEVE No.	PERCENT RETAINED
2	0
½	20–60
4	40–75
40	75–85

26. COUNTY WILL PROVIDE CALICHE MATERIAL AND CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR ROADWAY AND PARKING. BASE AND SUB GRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 2% FOR THE ROAD AND SLOPE AS PER PLAN FOR THE PARKING AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS CALICHE TO THE BASE THAT WOULD REQUIRED MORE THAN 8" AND 10" OF CALICHE BASE DUE TO OVER EXCAVATIONS OF THE BASE & SUB GRADE OR NOT PROVIDING ADEQUATE FILL TO MEET FINISH GRADE ELEVATIONS. CONTRACTOR SHALL PROVIDE MATERIAL AND LABOR FOR ALL CONCRETE WORK. (SIDE WALK, VALLEY GUTTER, CONCRETE SPILLWAYS, CONCRETE APRONS, AND CURB AND GUTTER) AND APPLICATION OF TACK COAT FOR ROADWAY AND PARKING AREA FOR BASE BID.

27. CONTRACTOR SHALL RELOCATE EXCAVATED DIRT FROM DETENTION SWALES AT APPROXIMATELY 1000 FT WEST FROM PROPOSED CONSTRUCTION SITE.

28. THE BUILDING CONTRACTOR SHALL BE RESPONSIBLE TO CONNECT TO SERVICE LINE STUB OUTS AS PART OF THE BUILDING BID.

29. CIVIL SITE IMPROVEMENTS CONTRACTOR SHALL BE RESPONSIBLE FOR THE LIMITS OF WORK DEFINED IN THE PLANS. COORDINATION WITH PRECINCT No 4 AND BUILDING CONTRACTOR SHALL BE REQUIRED PRIOR TO FINALIZING WORK AREA WITHIN 5.0 FEET OF PROPOSED BUILDING SITES.

TECHNICAL SPECIFICATIONS

ABBREVIATIONS AND DEFINITIONS ..... SECTION 00101

PRELIMINARY MATTERS ..... SECTION 00102

TESTING LABORATORY SERVICES ..... SECTION 00104

AVAILABILITY OF LANDS, PHYSICAL

CONDITIONS & REFERENCE POINTS ..... SECTION 00105

SUSPENSION OF WORK AND TERMINATION ..... SECTION 00106

WORK BY OTHERS ..... SECTION 00107

CONTRACTOR'S RESPONSIBILITIES ..... SECTION 00108

SOILS AND SUBSURFACE INVESTIGATION ..... SECTION 00113

PREPARATION OF RIGHT OF WAY ..... SECTION 02101

CLEARING & GRUBBING ..... SECTION 02102

SUBGRADE PREPARATION ..... SECTION 02210

TRENCH EXCAVATIOIN, BACKFILL & COMPACTION ..... SECTION 02221

UNCLASSIFIED STREET EXCAVATIOIN ..... SECTION 02225

EXCAVATION ..... SECTION 02230

EMBANKMENT ..... SECTION 02236

REMOVAL OF CONCRETE ..... SECTION 02238

LIME STABILIZATION ..... SECTION 02240

WATER TRANSMISSION LINES AND /OR PRESSURE SEWER LINES ..... SECTION 02556

WATER VALVES ..... SECTION 02558

AWWA C905 PVC PLASTIC WATER PIPE ..... SECTION 02560

CONCRETE PIPE ..... SECTION 02572

MANHOLES ..... SECTION 02575

STORM SEWER APPURTENANCES ..... SECTION 02580

FLEXIBLE BASE ..... SECTION 02601

PRIME COAT ..... SECTION 02610

HOT MIX ASPHALT CONCRETE PAVEMENT ..... SECTION 02612

STABILIZED AGGREGATE LAYER (SAL) PAVED ROADWAY APPLICATIONS ..... SECTION 02615

TACK COAT ..... SECTION 02620

CONCRETE CURB & GUTTER AND VALLEY GUTTER ..... SECTION 02660

FLAT WHEEL ROLLING ..... SECTION 02780

PNEUMATIC TIRE ROLLING ..... SECTION 02782

TAMPING ROLLING ..... SECTION 02784

PROOF ROLLING ..... SECTION 02786

CAST IN PLACE CONCRETE ..... SECTION 03300

CONCRETE ADMIXTURES ..... SECTION 03320

DRIVEWAY REPAIRS ..... SECTION 03336

CONSTRUCTION TRAFFIC CONTROL ..... SECTION 09100

SEEDING FOR EROSION CONTROL ..... SECTION ITEM 164

EXCAVATION BACKFILL FOR STRUCTURES ..... SECTION ITEM 400

TRENCH PROTECTION SYSTEM ..... SECTION ITEM 402

TEMPORARY SPECIAL SHORING ..... SECTION ITEM 403

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CONCRETE BOX CULVERTS & SEWERS ..... SECTION ITEM 462

REINFORCED CONCRETE PIPE ..... SECTION ITEM 464

CHAIN LINK FENCES ..... SECTION ITEM 500

TEMPORARY EROSION, SEDIMENTATIONM & ENVIRONMENTAL CONTROLS ... SECTION ITEM 506

SECTION 00101

ABBREVIATIONS AND DEFINITIONS

PART 1 - ABBREVIATIONS

1.01 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

AB ..... Aggregate Base
AC ..... Asphalt Concrete
ACB ..... Asphalt Concrete Institute
ACI ..... American Concrete Institute
ACP ..... Asbestos Cement Pipe
ACPA ..... American Concrete Pipe Association
AD ..... Assessment District
AGC ..... Associated General Contractors of America, Inc.
AIEE ..... American Institute of Electrical Engineers
AISC ..... American Institute of Steel Construction
ANSI ..... American National Standards Institute
APWA ..... American Public Work Association
AREA ..... American Railway Engineers Association
ASMI ..... American Society of Mechanical Engineers
ASCE ..... American Society of Civil Engineers
Asph ..... Asphalt
ASTM ..... American Society for Testing and Materials
AWG ..... American Wire Gage (Nonferrous Wire)
AWPA ..... American Wood Preservers Association
AWPI ..... American Wood Preservers Institute
AWS ..... American Welding Society
AWWA ..... American Water Works Association
BC ..... Beginning of Curb or Back of Curb
BCR ..... Beginning of Curve Return or Back of Curb Radius
BM ..... Bench Mark
BWG ..... Birmingham Wire Gage (Iron and Steel Wire)
CB ..... Catch Basin
C.C. or C/C ..... Center to Center
Cem. ..... Cement
CF ..... Curb Face
CI ..... Cast Iron
CIP ..... Cast-Iron Pipe
CIPP ..... Cast-in- Place Pipe
C.L. or CL. ..... Center Line
CMP ..... Corrugated Metal Pipe
CMPA ..... Corrugated Metal Pipe Arch
CO ..... Clean Out
Col ..... Column

Conc ..... Concrete
Const. ..... Construct
DF ..... Douglas Fir
DG ..... Decomposed Granite
DMH ..... Drop Manhole
D/W ..... Driveway
EC ..... End of Curve
EL. or Elev. ..... Elevation
Ex. or Exist. ..... Existing
F & C ..... Frame and Cover
FH ..... Fire Hydrant
FL ..... Flow Line
Fl. El. ..... Floor Elevation
FS ..... Federal Specification of Finished Surface
FHWA ..... Federal Highway Administration, Department of Transportation
Galv. ..... Galvanized
GL ..... Ground Line
Gr. ..... Grade
H ..... Height or High
HC ..... House Connection Sewer
Hor ..... Horizontal
ID ..... Inside Diameter
Inv. ..... Invert
IP ..... Iron Pipe
ITE ..... Institute of Transportation Engineers
Lin. ..... Liner
LL ..... Liquid Limit
Long ..... Longitudinal
Max. ..... Maximum
MH ..... Manhole
M ..... Thousand
m ..... meter or middle
Min. ..... Minutes or Minimum
Mon. ..... Monolithic or Monument
MTD ..... Multiple Tile Duct
NEC ..... National Electrical Code
NEMA ..... National Electrical Manufacturers Association
NFPA ..... National Fire Protection Association
NGS ..... National Geodetic Survey
OC ..... On Center
OD ..... Outside Diameter
PC ..... Point of Curvature
PCC ..... Point of Compound Curve or Portland Cement Concrete
PI ..... Point of Intersection or Plasticity Index
PL ..... Property Line or Plastic Limit
PP ..... Power Pole
ppm ..... Parts per Million
PRC ..... Point of Reverse Curve
Prop ..... Proposed or Property
psf ..... Point of Tangency

psi ..... Pavement
PT ..... Polyvinylchloride Pipe
Q ..... Rate of Flow
R ..... Radius
RC ..... Reinforced Concrete
RCP ..... Reinforced Concrete Pipe
Rdwy ..... Roadway
Ret.Wall ..... Retaining Wall
RGRCP ..... Rubber Gasket-Reinforced Concrete Pipe
s ..... Slope
SAE ..... Society of Automotive Engineer
San. ..... Sanitary
SCCP ..... Steel Cylinder Concrete Pipe
SD ..... Storm Drain
Sdl ..... Saddle
Sect. ..... Section
Spec. ..... Specification
San. S ..... Sanitary Sewer
St. ..... Street
Sta. ..... Station
Std. ..... Standard
T ..... Tangent Distance
TH ..... Test Hole
THM ..... Trap Manhole
UL ..... Underwriters' Laboratories, Inc.
USA ..... United States of America Standards Institute, Inc.
V ..... Velocity
VC ..... Vertical Curve
VCP ..... Vitrified Clay Pipe
VCPI ..... Vertical Curve Point of Intersection
Vert. ..... Vertical
W.I. ..... Wrought Iron

1.02 All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

PART 2 - DEFINITIONS

2.01 Agreement-- The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

2.02 Application for Payment-- The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

2.03 Bid-- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

2.04 Bidder-- Any person, firm, or corporation submitting a Bid for the Work.

2.05 Bonds-- bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

2.06 Change Order-- A written order to CONTRACTOR signed by COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.07 CITY -- A public body or authority or the contracting agency for whom the work is to be performed.

2.08 Contract Documents-- The Agreement, Addenda (whether issued prior to the opening of Bids of the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Certificate of Insurance, the Notice of Award, Notice to Proceed, these COUNTY of McAllen Standard Specifications, Plans and Drawings, and all Modifications.

2.09 Contract Price-- The total monies payable to CONTRACTOR under the Contract Documents.

2.10 Contract Time-- The number of days stated in the Agreement for the completion of the Work, computed of the Work, computed as provided in paragraph 17.2.

2.11 Contracting Agency-- (See COUNTY)

2.12 CONTRACTOR-- The person, firm, or corporation with whom OWNER has executed the Agreement.

2.13 Day-- A calendar day of twenty-four hours measured from midnight to the next midnight.

2.14 Drawings or Plans-- The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

2.15 ENGINEER-- The OWNER'S employee or agent responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.

2.16 Field Order-- A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or order minor changes in the Work in accordance with paragraph 10.2.

2.17 General Conditions -- Conditions which apply to all projects and which can be modified by Special conditions.

2.18 General Provisions-- A term having the same meaning as the term General Conditions.

2.19 Modification-- (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

2.20 Notice of Award-- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

2.21 Notice to Proceed-- A written notice given by COUNTY to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

2.22 Project-- The entire construction to be performed as provided in the Contract Documents.

2.23 Reference Specifications, Test Methods, and Applicable Codes-- All standard specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest publiqhed issues as of the date of publication issues as of the date of Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

2.24 Resident Project Representative-- The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

2.25 Service Connections-- Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.

2.26 Shop Drawings-- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

2.27 Special Conditions-- Conditions which are written for a specific project and which modify any section or paragraph of the General Conditions.

2.28 Specifications, also Technical Specifications-- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. When Section Items 400, 402, 403, 420, 421, 440, 462, 464 make reference to the following Item numbers 132, 360, 404, 420, 424, 426, 427, 431, 437, 438, 441, 446, 448, 50, 522, 524, 526, 575, the CONTRACTOR shall use Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges Latest Edition for Specifications of the aforementioned Item Numbers.

2.29 Subcontractor-- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.30 Substantial Completion-- The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

2.31 Supplementary Specifications-- which are written to modify any section or paragraph of the Technical Specifications of this document.

2.32 Utility--Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.

A. Public Utility--Owned and operated by a municipality or another political subdivision of the State.

B. Private Utility--Owned and operated by a private company or corporation.

2.33 Work-- Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

*** * * END OF SECTION * * ***

SECTION 00102

PRELIMINARY MATTERS

PART 1 - EXECUTION OF AGREEMENT:

1.01 At least four (4) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to COUNTY within fifteen days of the Notice of Award; and COUNTY will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. COUNTY will identify those portions of the Contract Documents not so signed and such identification will be biding on all parties. COUNTY, CONTRACTOR, and Project ENGINEER shall receive and executed counterpart of the Contract Documents and additional conformed copies as required.

PART 2 - DELIVERY OF BONDS

2.01 When he delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with the contract documents.

PART 3 - CONTRACT DOCUMENTS

3.01 COUNTY shall furnish to CONTRACTOR up to three (3) copies, unless otherwise provided in the Special Conditions, of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

PART 4 - CONTRACTOR'S ACKNOWLEDGMENT

4.01 CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, Work, locality, and will all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirement of the Contract Documents.

4.02 CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

PART 5 - COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

5.01 The Contract Time will commence to run on the thirteenth day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later that the nineteeth day after the day on which COUNTY delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which COUNTY delivers the executed Agreement to CONTRACTOR.

PART 6 - PRE-COMMENCEMENT ACTIVITIES

6.01 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract documents and check and verify pertinent figures shows thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings of Specifications.

6.02 Within ten days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.

6.03 Before starting the work at the site, CONTRACTOR shall furnish ENGINEER certificates of insurance as required in the Contract Documents. Within twenty days after delivery of the executed Agreement by COUNTY to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ENGINEER, Project Engineer, Project Inspector, CONTRACTOR and his Superintendent.

PART 7 - COMMENCEMENT

7.01 CONTRACTOR shall tart to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract time commences to run.

*** * * END OF SECTION * * ***

SECTION 00104

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 The Contractor shall be responsible for providing materials which meet the requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the CONTRACTOR will be required to furnish a manufacturer's certificate that the material meets the requirements specified for this project.

1.02 The COUNTY shall monitor all materials incorporated into the project and their placement by testing at the COUNTY's expense. The COUNTY does not guarantee the accuracy or validity of the data nor does the COUNTY assume any responsibility for the CONTRACTOR'S interpretation of the data. Materials or work which do not meet the specifications shall be removed or modified.

1.03 All retesting for work rejected on the basis of the initial test results will be at the expense of the CONTRACTOR and the extent of the retesting shall be determined by the ENGINEER. The ENGINEER may require additional testing for failing tests and may require two passing retests acceptance will be made by the COUNTY.

1.04 The testing laboratory will be designated by the ENGINEER and shall perform all work in a professional manner and conform to the requirement of ASTM E 329.

1.05 Inspection, sampling and testing requirements, where applicable, are set forth in, but not necessarily limited to, the following Sections:

Section XXX Earthwork - Excavating, Backfilling and Compacting:

	Compaction Control and Testing.
Section	Sub-grade and Base Construction.
Section	Street Surface Courses.
Section	Concrete and Structures.
Section	Underground Piped Utilities.
Section	Incidental Construction.
Section	Soil Treatment, Termite Control.
Section	Pile Driving, Load Tests.
Section	Metal Fastening: Welding and Bolting.
Section	Structural Metal Framing.

PART 2 - LABORATORY DUTIES AND LIMITS OF AUTHORITY

2.01 Cooperate with ENGINEER and CONTRACTOR: provide qualified personnel as required promptly on notice.

2.02 Acquaint ENGINEER'S personnel with testing procedures and with all special conditions encountered at the site.

2.03 Perform specified inspections sampling and testing of materials and construction methods:

A. Comply with specified standards, ASTM and other recognized authorities.
B. Ascertain compliance with contract requirements.

2.04 Promptly notify the ENGINEER of irregularities or deficiencies of work which are observed during performance of services.

2.05 Promptly submit 3 copies of reports of observations and tests to the ENGINEER including but not limited to:

2.06 Perform additional services ordered by the ENGINEER.

2.07 Laboratory is not authorized to:
A. Release, revoke, alter or enlarge on contract requirements.
B. Approve or accept any portion of work.
C. Perform any duties of the CONTRACTOR.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 Furnish product mix design together with the applicable design work sheets and data to meet or exceed contract requirements.

3.02 Cooperate with COUNTY's laboratory personnel, provide access to the work or to the manufacturer's operations.

3.03 Provide to laboratory preliminary representative samples of materials to be tested in specified quantities.

3.04 Furnish copies of mill test reports.

3.05 Furnish verification of compliance with contract requirements for materials and equipment.

3.06 Furnish casual labor and facilities:
A. To provide access to work to be tested.
B. To obtain and handle samples at site.
C. To facilitate inspections and tests.
D. For laboratory's exclusive use for storage and curing of test samples.

3.07 Notify ENGINEER 24 hours in advance of operations to allow for the assignment of personnel.

3.08 Notify laboratory 24 hours in advance of operations to allow for the assignment of personnel.

3.09 Correct work which is defective or which fails to conform to the Contract Documents. Corrective work shall not delay the project or the work of other CONTRACTORS.

3.10 Pay all costs of retesting when test results indicate non-compliance with contract requirements.

3.11 Patch all surfaces and areas disturbed by testing operation.

*** * * END OF SECTION * * ***

SECTION 00105

AVAILABILITY OF LAND, PHYSICAL CONDITIONS AND REFERENCE POINTS

PART 1 - AVAILABILITY OF LANDS

1.01 COUNTY shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

1.02 Easement for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in COUNTY's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore in the Contract Documents.

1.03 CONTRACTOR shall provide for all additional lands and access thereto may be required for temporary construction facilities or storage of materials and equipment.

PART 2 - PHYSICAL CONDITIONS; SURVEYS AND REPORTS

2.01 The COUNTY will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in ENGINEER'S office.

2.02 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

2.03 ENGINEER will promptly investigate those conditions and perform further surveys or subsurface tests deemed necessary. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR.

2.04 If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 3 - REFERENCE POINTS

3.01 ENGINEER shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable CONTRACTOR to proceed with the Work.

3.02 CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions) and shall protect and preserve the established reference point and shall make no changes or relocations without the prior written approval of ENGINEER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

3.03 CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

*** * * END OF SECTION * * ***

SECTION 00106

SUSPENSION OF WORK AND TERMINATION

PART 1 - COUNTY SUSPENSION OF WORK

1.01 ENGINEER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed.

1.02 CONTRACTOR shall resume the work on the date so fixed.

1.03 CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Section 107 and the contract documents.

PART 2 - COUNTY TERMINATION OF WORK

2.01 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the contract Documents, then ENGINEER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven day's written notice, terminate the services of CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and finish the work by whatever method he may deem expedient.

2.02 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 the direct and indirect costs of completing the Project, including compensation for additional professional service, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY.

2.03 Such costs incurred by COUNTY shall be determined by ENGINEER and in corporate in a Change Order.

2.04 Where CONTRACTOR's services have been so terminated by ENGINEER, said terminations shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue.

2.05 Any retention or payment of monies by COUNTY due CONTRACTOR will not release CONTRACTOR for liability.

2.06 Upon seven days written notice to CONTRACTOR, COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

PART 3 - CONTRACTOR SUSPENSION OR TERMINATION OF WORK:

3.01 If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by COUNTY or under an order of court or other public authority, or ENGINEER fails to act on any application for payment within thirty days after it is submitted, or COUNTY fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days written notice to ENGINEER, terminate the agreement and recover from COUNTY payment for all work executed and any expense sustained plus a reasonable profit.

3.02 In addition and in lieu of terminating the agreement, if ENGINEER has failed to act on an application for payment or COUNTY has failed to make any payment as a foresaid, CONTRACTOR may, upon seven days' notice to ENGINEER, stop the work until he has paid all amounts then due.

*** * * END OF SECTION * * ***

SECTION 00107

WORK BY OTHERS

PART 1 - GENERAL

1.01 COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or COUNTY, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.02 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or COUNTY,) CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

1.03 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

1.04 If the performance of additional work by other contractors of COUNTY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

1.05 Work by the CONTRACTOR and work by others should be coordinated and expedited by the COUNTY of his representative to prevent time delays and additional cost to the CONTRACTORS. Any extension of time and/or additional costs caused by other contractors or utility service companies may be claimed.

*** * * END OF SECTION * * ***

SECTION 00108

CONTRACTOR'S RESPONSIBILITIES

PART 1 - SUPERVISION AND SUPERINTENDENCE

1.01 CONTRACTOR shall supervise and direct the work efficiently and with is best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method,technique,sequence, or procedure of construction which is indicated in and required by the contract documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.

1.02 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER (Written Notice Only, Not Consent) 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 the superintendent shall be as binding as if given to CONTRACTOR.

PART 2 - LABOR, MATERIALS AND EQUIPMENT

2.01 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He shall at all times maintain good discipline and order at the site.

2.02 CONTRACTOR shall furnish all material, equipment, labor, transportation,construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.03 All materials and equipment shall be new, except as otherwise provided in the contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.04 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except asotherwise provided in the contract documents.

PART 3 - SUBCONTRACTORS

3.01 If the specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to the specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use in connection with the project is subject to the payment of any license fee or royalty; and

identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as ENGINEER may require which shall be furnished at CONTRACTOR's expense.

PART 4 - SUBCONTRACTORS

4.01 CONTRACTOR shall not employ and subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the notice of award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER. Acceptance of any subcontractor, other person, or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject defective work or work not in conformance with the contract documents.

4.02 If COUNTY or ENGINEER, after due investigation, have reasonable objection to any subcontractor,other person, or organization proposed by CONTRACTOR after the notice of award, CONTRACTOR shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and on appropriate change order shall be issued. CONTRACTOR shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of COUNTY and ENGINEER, make any substitution for any subcontractor, other person, organization who has been accepted by COUNTY and ENGINEER unless ENGINEER determines that there is good cause for doing so.

4.03 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the contract documents shall create any contractual relationship between COUNTY or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment of any monies due any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.

4.04 The sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

4.05 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of COUNTY.

PART 5 - PATENT FEES AND ROYALTIES

5.01 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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 two work and if, to the actual knowledge of COUNTY 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 COUNTY in the contract documents.

5.02 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of 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 and shall defend all such claims in connection with any alleged infringement of such rights.

PART 6 - PERMITS

6.01 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACT, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

PART 7 - LAWS, REGULATIONS AND ORDINANCE

7.01 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications or drawings are at variance-therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such law, ordinances, rules, and regulations and without such notice to ENGINEER, he shall bear all costs arising there from; however, it shall not be is primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

PART 8 - TAXES

8.01 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws and ordinances.

PART 9 - USE OF PREMISES

9.01 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the contract documents and shall not unreasonably encumber the premises with materials or equipment.

9.02 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures

that will endanger it.

PART 10 - RECORD DRAWINGS

10.01 CONTRACTOR shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for COUNTY upon completion of the project.

PART 11 - SAFETY AND PROTECTION

11.01 CONTRACTOR shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons who may be affected thereby:

B. All the work and materials or equipment to be incorporated there-in whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.02 The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least 24 hours notice of the commencement of work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities at least 48 hours in advance when prospection of the work may effect them. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them 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 ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR.

11.03 CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to CONTRACTOR that work is acceptable.

11.04 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

PART 12 - EMERGENCIES

12.01 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby; and a change order shall thereupon be issued covering the changes and deviations involved.

12.02 If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim there for.

PART 13 - SHOP DRAWINGS AND SAMPLES

13.01 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions, five copies (or, to ENGINEER's option, one reproducible copy) of all shop drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The date shown on the shop drawing will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

13.02 CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

13.03 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawings or sample may have from the requirements of the contract documents.

13.04 ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called by the ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

13.05 Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in a good order by CONTRACTOR at the site and shall be available to ENGINEER.

13.06 ENGINEER approval of shop drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the contract documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

PART 14- CLEANING

14.01 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alterations by the contract documents, unless the completion of the work is directly affected by the item in dispute.

PART 15 - INDEMNIFICATION

15.01 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) 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 there-from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.02 In any and all claims against COUNTY or ENGINEER or any of their agents or employees by copy any employees of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.01 shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15.03 The obligations of CONTRACTOR under paragraph 15.01 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys change orders, designs, or specifications or (b) the giving of or giving or failure to give is the primary cause of injury or damage.

*** * * END OF SECTION * * ***

SECTION 00113

SOILS AND SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 Depending on the project requirements, the ENGINEER may have obtained geotechnical information, which may include subsurface date, logs of soil borings and recommendations from geotechnical consultants.

1.02 Any information obtained is solely for use by the ENGINEER in the design of the project and are not part of the contract. If soil borings have been prepared they will be included in the section or on the plans.

1.03 Any geotechnical information included is for information only. The COUNTY and the ENGINEER do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the CONTRACTOR'S interpretation or conclusions drawn from the data.

1.04 The CONTRACTOR may, at his option, perform additional subsurface investigations at his own expense.

*****END OF SECTION*****

SECTION 02101

PREPARATION OF RIGHT-OF-WAY

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Removal and disposal of all obstructions from the right-of-way and from designated easements, as noted in the plans.

B. Obstructions shall include:

1. Remains of houses not completely removed by others.
2. Concrete, foundations, floorslabs curb and gutter, driveways, and sidewalk.
3. Building materials such as brick, lumber and plaster.
4. Water wells, septic tanks, manholes, inlets , utility pipes and conduits.
5. Underground service station tanks, equipment or other foundations.
6. Fencing and retaining walls.
7. Paved parking areas.
8. Abandoned railroad tracks, ties, and scrap iron.
9. Ancillary structures such as shacks and outhouses.
10. Trees, stumps, bushes, shrubs, roots, limbs and logs.
11. All rubbish and debris whether above or below ground.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 GENERAL

A. Clear entire project right-of-way and such other areas, including public or corporate lands, specified in the plans of all structures and obstructions.

B. Trim carefully all trees and shrubs designated for preservation and protect from scarring or other injuries during construction operation.

C. Removal of all foundations and underground obstructions, unless otherwise specified, shall be removed to the following depths:

1. In embankment areas, two (2) feet below natural ground.
2. In excavation areas, two (2) feet below the lower elevation of excavation.
3. In all other areas, one (1) foot below natural grade.

D. Backfill all holes, as directed by the ENGINEER, resulting from all removals.

E. Complete the preparation of right-of-way such that prepared right-of-way is free of holes, ditches and other abrupt changes in elevations and irregularities to contours.

F. Plug the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits and utility pipes with concrete, as specified by the ENGINEER, to form a tight closure.

G. On existing concrete where only a portion is to be removed, care shall be exercised to avoid damage to remaining concrete. Where concrete reinforcement is encountered in removed portions, a minimum of one (1) foot of such reinforcement shall be cleaned of old concrete and left in place to tie into new construction. Concrete to be preserved, but subsequently destroyed by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR at his expense in accordance with County Specifications, or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PREPARATION OF RIGHT-OF-WAY

A. Preparation of right-of-way shall be measured on a lump-sum basis with measurement for payment made only on areas indicated and classified on the plans as preparation of right-of-way.

B. When not listed as a separate contract pay item, preparation of right-of-way shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1.	Footings	18" below bottom of footing
2.	Sidewalks (or other types of walks)	12" below bottom of walk
3.	Roadways or Streets	18" below bottom of sub-grade
4.	Parking Areas	18" below bottom of sub-grade
5.	Grassed Areas	18" below top soil
6.	Fills	24" below bottom of fill

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP:

A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as a separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay items or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * *END OF SECTION * * ***

SECTION 02210

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of scarifying, blading and rolling the sub-grade to obtain a uniform texture and provide as nearly as practical a uniform density for the 6-inches of the sub-grade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. All preparing of the right-of-way and/or clearing and grubbing shall be complete before starting the sub-grade preparation.

B. The sub-grade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.

C. All unsuitable material shall be removed and replaced with approved material.

D. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18-inches under all structures and 12-inches under areas to be vegetated. All holes, ruts and depressions shall be filled with approved material.

E. The surface of the sub-grade shall be finished to the lines and grades as established and be in conformity with the typical sections indicated.

F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.

G. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

H. The CONTRACTOR will be required to set blue tops for the sub-grade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

I. All suitable material removed may be utilized in the sub-grade with the approval of the ENGINEER. All other material required for completion of the sub-grade shall also be subject to approval by the ENGINEER.

J. Sub-grade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density s determined in accordance with SDHPT test method tex-114-E.

K. Sub-grade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.

L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

M. Just prior to placing any base materials, density and moisture content of the top 6-inches of compacted sub-grade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the sub-grade shall be reworked as necessary to obtain the specified compaction and moisture content.

N. When lime stabilization of the sub-grade is specified, the lime is to be added in accordance with Section 02240, Lime Stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. All acceptable sub-grade preparation will be measured by the square yard.

B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.02 PAYMENT

A. The accepted quantities of sub-grade preparation will be paid for at contract unit bid price per square yard.

B. When not listed as a separate contract pay item, sub-grade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item (s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.

B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.

C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.

D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.

E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.

F. Rubber tired tractive equipment shall be used on base courses.

G. Other type tractive equipment may be used on embankment sub-grade.

H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produces the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.

B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.

C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.

D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.

E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.

F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03300

CAST-IN-PLACE-CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice for Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143 - Slump of Portland Cement Concrete.
9. ASTM C150 - Portland Cement.
10. ASTM C309 - Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, water stops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas Department of Highways and Public Transportation, 1982 Standard Specifications.

B. Type I or Type II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60□F.

D. Type III may be used in all precast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO_4.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, un-coated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	**% Retained**
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	0 - 50
No. 30	0 - 75
No. 50	0 - 90
No. 100	0 - 100
No. 200	0 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1maximum.

F. Miner Filler:

1. May be added upon written authorization of ENGINEER.
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substance, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate or other similar material	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F. Gradation, percent of weight retained on:

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 MM)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 - 100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	7 - 90%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 - 100%

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed;
2. Three-fourths of the clear space between reinforcement.
3. The maximum size aggregate is defined as the clear space between the sides of the smallest square opening through which 95 percent of the weight of the aggregate can be passed.
4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or curse aggregates, and shall consist of hard, durable, un-coated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Section 03320.

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Products Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A, Polyvinyl chloride or rubber, center bulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.
2. Sufficient samples of all materials to be incorporated into the mix for testing.
3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.
2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.
2. The aggregate shall not segregate during transport.
3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	Max. Slump
(a) Cased Drilled Shafts and thin-walled Sections (9 inches or less)	4	5
(b) Slabs, Caps, Columns, Piers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving		
Underwater or seal concrete		2 1/2
(d) Rip-Rap, curb, Gutter and other Miscellaneous Concrete	As Specified	By Owner

Note: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

CLASS OF CONCRETE	MIN.-MAX. SX. CEMENT	MIN. BEAM STRENGTH 28-DAY PSI	MIN. BEAM STRENGTH 7-DAY PSI	MAX. WATER CEMENT RATIO ITEM 2.1.1.	COARSE NO.
A.	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3-***
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5-8.0	AS SPECIFIED ON PLANS	N/A	5.5	3

* Entrained Air:

** No. 1 course aggregate may be used in foundations only (except cased drilled shafts).

*** Pre-stressed Concrete.

**** ASTM C 293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use pre-mix non-shrink, Embeco Premixed Grout or Embeco Pre Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.
2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure sub-grade is true to line and grade and compacted as specified.

B. Fill and re-compact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten sub-grade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonable tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other device indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transix Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer turning.

I. Continuous Volummetric Mix Concrete:

1. A mobile, continuous, Volummetric mixer of the rotating puddle type may be used for when approved by ENGINEER.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.
3. The mixers shall adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.04 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50□ F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared sub-grade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspection of forms by ENGINEER.

E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

AIR OR CONCRETE TEMPERATURE	**NON-AGITATED CONCRETE**	**MAXIMUM TIME**
80 deg. F or Above	(26.6 deg. C)	15 minutes
35 deg. F or 79 deg. F	(1.6 to 26.1 deg. C)	30 minutes

AGITATED CONCRETE

90 deg. F or Above	(32.2 deg. C)	45 minutes
75 deg F to 89 deg. F	(23.9 to 31.6 deg. C)	60 minutes
35 deg. F to 74 deg. F	(1.6 to 23.3 deg. C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spanding, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without casing segregation of mix.

3.05 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely through the water nor shall it be disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.06 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.
2. Location where not shown; maximum spacing is:
   a. Driveways: 10'
   b. Sidewalks: 4'
   c. Other flat slabs: 20 times slab thickness.
3. Saw depth not less than 1/4 slab thickness.

B. Expansion:

1. Install where shown on the plans.
2. Locations where not shown: all structures and features which project through, into or against slab.
3. Install according to manufacturer's recommendations, set material securely before placing concrete.
4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.
2. Fill immediately following cleaning.
3. Fill to 1/8" of surface.
4. Remove excess while material is still pliable.
5. Refill low areas where necessary.
6. Omit filling sidewalk joints.

3.07 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

3.08 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	**Required Curing**
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade

*** * * END OF SECTION * * ***

SECTION 03320

CONCRETE ADMIXTURES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing materials for use as admixtures in concrete.

PART 2 - PRODUCTS

2.01 AIR ENTRAINING ADMIXTURE

A. An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will entrain uniformly dispersed microscopic air.

B. This admixture shall conform to ASTM C 260, modified as follows:

1. The cement used in any series of tests shall be either the cement proposed for specific work or a reference" Type I cement from one mill.

2. Unless otherwise indicated, the minimum relative durability factor shall be 80.

C. The air entraining admixture used in the reference concrete shall be high quality neutralized Vinsol Resin.

2.02 WATER - REDUCING, RETARDING ADMIXTURE

A. A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete.

B. This mixture shall conform to ASTM C 494, Type A or D, modified as follows:

1. The water-reducing retarder shall retard the initial set of the plastic concrete a minimum of 2 hour and a maximum of 4 hours when the materials are at a temperature of 90 F, the dosage rate specified by the manufacturer.

2. The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement for one mill.

3. All concrete tested shall contain entrained air.

2.03 WATER-REDUCING ADMIXTURE

A. "Water-reducing Admixture" is defined as a material which when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength.

B. This admixture shall conform to ASTM C 494, Type A.

2.04 ACCELERATING ADMIXTURE

A. In "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete.

B. This admixture shall conform to ASTM C 494, Type C, modified as follows:

1. This accelerating admixture will contain no chlorides and shall be used in the liquid for only.

2.05 HIGH RANGE WATER REDUCING ADMIXTURES

A. A "High-range Water Reducing Admixture," referred to as a super plaster size, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without segregation, impermeability and durability of the mix.

B. This admixture shall conform to ASTM C 494, Type F or G, modified as follows:

1. It shall reduce the required water by a minimum of 15 percent.

2. It shall increase the 7 day compressive strength of the concrete by a minimum of 25 percent.

C. The admixture when added to the mix shall produce the following:

1. Modify a low slump concrete, without the addition of water, to produce a slump which conforms to the range indicated.

2. It shall prevent a temperature rise of the mix above 100 F during high ambient conditions.

3. It shall not increase the chloride content of mix.

2.06 CERTIFICATION

A. The CONTRACTOR shall submit the name of the admixture proposed and manufacturer's certification that products selected meet the requirements of this item and of ADTM C 260 and C 494 as required.

B. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification.

C. The ENGINEER may request additional information to be submitted such as infrared spectrophotometry scan, solids content, ph value, etc., for further identification.

D. A change in formulation discovered by any of the tests prescribed herein or other means and not reported and re-tested, may be cause to permanently bar the manufacturer from furnishing admixtures for COUNTY work.

E. The ENGINEER reserves the right to perform any or all of the tests required by ASTM C 260 and C 494 as a check on the tests reported by the manufacturer.

F. In case of any variance, the ENGINEER tests will govern.

2.07 APPROVAL

A. The ENGINEER shall approve all admixtures and dosage. Approval of admixtures shall be based on previous performance of the admixture.

B. The dosage will be determined from the manufacturer's recommendations, trial mixes or current job approved mix designs, if it is shown that no substantial change in any of the proposed ingredients has been made.

C. Should the CONTRACTOR desire to change the admixture or dosage approved during the progress of the work, the CONTRACTOR shall perform trial mixes at his own expense and submit the new mix design for approval.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. No concrete shall be delivered to the project until the mix design is approved. All concrete delivered shall conform to the approved job mix formula. Unless otherwise indicated, all concrete shall be air entrained. All admixtures will be added at the Batch Plant. All admixtures shall be in the liquid state. No admixtures shall be dispensed on dry aggregates. Each admixture shall be dispensed separately, but at the same time as the mixing water.

B. An approved job mix formula for normal hot weather concreting may not perform satisfactorily for extended retardation, in which case its use will not be permitted.

C. The rotation of the mixer shall be sufficient to thoroughly mix the admixture into the concrete.

D. Admixtures shall be agitated as required to prevent separation or sedimentation of solids. Air agitation of Neutralized Vinsol Resin will not be permitted.

E. Normally air entraining agents shall be charged into the mixer at the beginning of the batch and retarding or water reducing admixtures shall be charged into the mixer during the last part (approximately 1/3) of the batch when an air-entraining agent is used.

F. Accelerating admixtures will not be used only on the written approval of ENGINEER. Accelerating admixtures will not be permitted in bridge decks, direct traffic culvert slabs at any time nor when Type II cement is specified.

G. All admixtures shall be of the same brand from only one manufacturer for the entire project, unless otherwise approved by the ENGINEER.

H. Accelerators will be used only to meet special project requirements and will require the approval of the ENGINEER.

I. For individual placements of concrete of 25 cubic yards or more and for all ready-mix concrete, the admixture shall be measured and dispensed by a readily adjustable dispenser. When set to a predetermined volume, the dispenser shall fill to the preset amount and hold it positively without leakage until the operator releases the content into the mixing water by some positive means. Unless otherwise indicated, completely automatic dispensing will not be required, except for use with a full automatic plant.

J. The calibrated container shall be a measuring reservoir of the type where the level of the admixture is visible at all times. A strip gauge with one ounce increments for air entraining admixtures, ten ounce increments for dispersing admixtures, shall be attached securely to the measuring apparatus. This strip shall be a material possessing weather resistant qualities. The accuracy equipment shall visibly show the total amount to be dispensed for ready check by the ENGINEER.

K. When individual placements of less than 25 cubic yards and with the concrete batched on the job site, the ENGINEER may waive the requirements for mechanical dispensing equipment.

L. When high range water reducing admixtures are indicated the following will be observed:

1. Ready-mixed concrete shall be delivered in transit mixers and the capacity of the transit mixture shall be reduced for each bath by 25 percent of the rated capacity to assure proper mixing.

2. If during the placement of concrete, a change in slump resulting in a slump loss in excess of 3 inches is noted, the remaining concrete shall be rejected.

3. The addition of water will not be permitted at the job site.

4. Only one liquid admixture shall be used to achieve the desired results, except where air entrainment is indicated, the air entrainment agent will be

permitted.

5. The concrete design shall meet the following requirements:

ITEM	TEST	VALUE
Air entrainment	ASTM C 260	3 to 6 percent
High range water reducing Admixture	ASTM C 494 Type F or G	
Water cement ratio Gal/.Sack Max.		6.25
Minimum cement content in Sacks (94 lb. sack)		6.0
Coarse aggregate factor		6.5
Slump Maximum, inches		10
Flexural strength @ 7 days, psi		650
Maximum concrete temperature F		100

PART 4 - MEASUREMENT AND PAYMENT

4.01 No additional compensation will be made for the materials, equipment test or methods required by this item, but shall be considered subsidiary to various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03336

DRIVEWAY REPAIRS

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class "a" concrete meeting the requirement of the item "concrete for structures" or concrete as specified in the items of "concrete pavement" in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item "reinforcing steel".

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway a but a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

*** * * END OF SECTION * * ***

SECTION 09100

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades, and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the ENGINEER.

B. This item shall also consist of providing, installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for Street and Highways and as indicated or directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONSTRUCTION TRAFFIC CONTROL SIGNS:

A. Construction traffic control signs shall conform to the provisions of Section 9000 except as noted in the plans or as directed by the ENGINEER.

B. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of Table 9000-3.

C. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plane.

2.02 SIGN SUPPORTS:

A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.

B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform to the details shown on the plans.

2.03 PORTABLE SIGN SUPPORT:

A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.04 BARRICADES:

A. Barricades shall be classified as Type I, Type II, or Type III and shall comply with the details shown on the plans and the TMUTCD.

B. Barricade rails shall be fabricated using S4S grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements shown in Table 9000-3.

2.05 VERTICAL PANELS:

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of the TMUTCD and Table 9000-3.

2.06 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall comply with Section 9990 and the details shown in the plans.

2.07 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION:

A. The pavement-marking material shall consist of an adhesive-backed reflective tape which can be applied to the pavement. Markings shall be of goof appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. COLOR

a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.

2. VISIBILITY

a) The pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet unless sight distance is restricted by geometric roadway features.
b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctly visible for a minimum of 160 feet unless sight distance is restricted by geometric features.
c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.08 CHANNELIZATION DEVICES:

A. BARRELS

1. Barrels shall be of metal or nonmetal composition approved by the ENGINEER and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD and Table 9000-3. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady- burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning lights shall be as directed by the ENGINEER.

B. TRAFFIC CONES

1. Traffic cones shall conform to the details shown on the plans.

C. TUBULAR TRAFFIC MARKERS

1. POST

a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Outside Diameter ..... 2.23 inches to 4 inches
Wall Thickness..... 0.125 inch minimum
Length..... 18 to 36 inches
Color ..... Orange

2. BASE

a) The base shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Height..... 1/2 to 2 inches
Outside Diameter ..... 7 to 12 inches
Color..... black or same color as post

3. ASSEMBLY UNITS

a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. ADHESIVES

a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.

b) Other methods approved by the ENGINEER prior to initiating the work may be used; however, said approval does not abrogate the CONTRACTOR'S responsibility of effecting the temporary or permanent installation.

5. REFLECTORIZATION

a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of Section 9000. The color of reflective material shall be as shown in the plans.

2.09 SEQUENTIAL ARROW DISPLAYS

A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30-inches high an 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.
4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

2.10 MATERIALS FOR CONSTRUCTION DETOURS

A. FLEXIBLE BASE

1. Flexible base shall conform to Section 2601.

B. ASPHALT TREATED BASE

1. Asphalt treated base shall conform to Section 2604.

C. PRIME COAT

1. Prime Coat shall conform to Section 2610.

D. TACK COAT

1. Tack Coat shall conform to Section 2620.

E. SEAL COAT

1. Seal Coat shall conform to Section 2617 or Section 2645.

F. HOT MIX ASPHALTIC CONCRETE PAVEMENT

1. Hot Mix shall be Type D conforming to Section 2612.

G. SEEDING

1. Seeding shall conform to Section 0000.

PART 3 - EXECUTION

3.01 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS:

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the ENGINEER.

3.02 PORTABLE SIGN SUPPORTS:

A. Portable sign supports for traffic control devices for detours shall be furnished by the CONTRACTOR, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the CONTRACTOR.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.03 BARRICADES:

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.04 VERTICAL PANELS:

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.05 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall be installed in conformity with Section 9990 and the details shown on the plans or as directed by the ENGINEER.

3.06 ABBREVIATED PAVEMENT MARKING FOR CONSTRUCTION:

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the ENGINEER.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

Condition	Spacing	Length of Stripe
Straight	40 feet approximately	48 inch
Curve greater than 2 degrees	20 feet maximum	48 inch
Curve less than or equal 2 degrees	40 feet maximum	48 inch

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacing will be in accordance with these specifications.

D. The spacing of stripes may be modified by the ENGINEER. However, the maximum spacing specified above shall not be exceeded in any case.

E. The CONTRACTOR will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.

F. Abbreviated pavement markings shall be removed after all permanent markings have been place.

3.07 CHANNELIZATION DEVICES:

A. TYPE "A" BARRELS

1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. TYPE "B" BARRELS

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. TRAFFIC CONES

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the ENGINEER.

D. TUBULAR TRAFFIC MARKERS

1. The metal, concrete, or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the ENGINEER and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the CONTRACTOR shall repair and otherwise restore said surface to its original condition at no additional cost to the County.
6. All defective post(s), base(s), assembly unit(s), adhesive(s), or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the CONTRACTOR at no additional cost to the COUNTY.

E. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.08 SEQUENTIAL ARROW DISPLAY:

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.09 CONSTRUCTION DETOURS:

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the CONTRACTOR to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS:

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The CONTRACTOR shall be responsible for installing all markers, signs and barricades conforming to The Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the ENGINEER, additional markers, signs or barricades are needed in the interest of safety, the CONTRACTOR will install such as are required or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of various items described in this specification complete in place will be made as follows:

1. Construction traffic control sign assemblies, consisting of the applicable signage mounted on either sign supports or portable sign supports, shall be measured per each or lump sum.
2. Barricades shall be measured by the type per each.
3. Vertical panels shall be measured per each. Supports required for vertical panels will not be measured for payment but will be considered incidental to the completion of the work.
4. Construction traffic markings shall be measured per linear foot.
5. Abbreviated pavement markings for construction shall be measured per linear foot.
6. Channelization devices shall be measured per each for the category and type shown.
7. Sequential arrow display shall be measured per each.
8. Construction detours shall be measured per each or considered incidental to completion of construction.
9. Construction traffic control plan, consisting of any or all of the items described herein, shall be measured lump sum or incidental to completion of construction.

4.02 PAYMENT:

A. The accepted quantities of construction traffic control devices shall be paid at the contract unit bid price per the unit of measurement noted above.

B. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION ITEM 164

SEEDING FOR EROSION CONTROL

164.1. Description. This Item shall govern for preparing ground, providing for sowing of seeds, mulching with straw, hay, or cellulose fiber and other management practices on areas shown on the plans and in accordance with this Item.

It includes seeding for permanent erosion control and seeding for temporary erosion control during the initial winter season.

164.2. Materials.

(1) Seed. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS = purity x germination), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer. Buffalograss shall be treated with a dormancy method approved by the Engineer. The species and varieties of seed shall be from among the types specified in Tables 1A and 1B.

Table 1A. List of Selected Grass Species with Their Scientific and Common Names

Scientific Name	Common Name (Acceptable Varieties)	Season Warm/Cool	Native/ Introduced
Agropyron smithii	Western Wheatgrass	C	N
Andropogon hallii	Sand Bluestem	W	N
Avena sativa	Oats	C	I
Bothriochloa ischaemum	K-R Bluestem	W	I
Bouteloua curtipendula	Sideoats Grama (see seed mix table for appropriate varieties)	W	N
Bouteloua eriopoda	Black Grama	W	N
Bouteloua gracilis	Blue Grama (see seed mix table for appropriate varieties)	W	N
Buchloe dactyloides	Buffalograss	W	N
Cenchrus ciliaris	Buffelgrass	W	I
Chloris guyana	Rhodesgrass	W	I
Cynodon dactylon	Bermudagrass	W	I
Eragrostis trichodes	Sand Lovegrass (see seed mix table for appropriate varieties)	W	N

Festuca arundinaceae	Tall Fescue		C	N
Hordeum vulgare	Barley		C	I
Leptochloa dubia	Green Sprangletop	W		N
Panicum virgatum	Switchgrass (see seed mix table for appropriate varieties)		W	N
Paspalum notatum	Bahiagrass (Pensacola variety)	W		I
Schizachyrium scoparium	Little Bluestem (Texas origin only)	W		N
Setaria italica	Foxtail Millet		W	I
Setaria macrostachya	Plains Bristlegrass		W	N
Sorghastrum avenaceum	Indiangrass (see seed mix table for appropriate varieties)		W	N
Sporobolus cryptandrus	Sand Dropseed	W		N
Triticum aestivum	Wheat (Red, Winter)		C	I

Table 1B. List of Selected Legumes Species with Their Scientific and Common Names

Scientific Name	Common Name	Season Warm/Cool	Native/ Introduced
Trifolium incarnatum	Crimson Clover	C	I
Melilotus officinalis	Yellow Sweetclover	C	I
Vicia villosa	Hairy Vetch	C	I

(2) Fertilizer. Fertilizer shall conform to the requirements of Item 166, "Fertilizer". The fertilizer used shall have the analysis as shown on the plans.

(3) Water. Water shall conform to the requirements of Item 168, "Vegetative Watering".

(4) Mulch.

(a) Straw Mulch or Hay Mulch. Straw mulch shall be oat, wheat or rice straw. Hay mulch shall be prairie grass, bermudagrass or other hay as approved by the Engineer. The straw mulch or hay mulch shall be free
of Johnson grass or other noxious weeds and foreign materials. It shall be kept in a dry condition and shall not be molded or rotted.

(b) Cellulose Fiber Mulch. It shall meet the requirements of and be approved by the Director of Maintenance and Operations. A list of pretested and approved materials will be maintained and can be obtained by writing the Director of Maintenance and Operations, 125 East 11th Street, Austin, Texas 78701-2483.

The mulch shall be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch shall be such that, when applied, the material shall form a strong, moisture-retaining mat without the need of an asphalt binder. It shall be kept in a dry condition until applied and shall not be molded or rotted.

(5) Soil Retention Blanket. Soil retention blanket shall meet the requirements of Item 169, "Soil Retention Blanket".

(6) Tacking Agents. Tacking agents for straw or hay mulch shall be SS-1, unless otherwise shown on the plans. A biodegradable tacking agent may be used in lieu of the SS-1 tacking agent when approved by the Engineer. Asphaltic material shall conform to the requirements of Item 300, "Asphalt, Oils and Emulsions".

164.3. Construction Methods. After designated areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding shall be performed in accordance with the requirements hereinafter described. Unless otherwise approved by the Engineer, all areas to be seeded shall be cultivated to a depth of at least four (4) inches, except where seeding is to be done using a seed drill suitable for seeding into untilled soil. The seedbeds shall be cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deeply for optimum germination. Cultivation of the seedbed will not be required in loose sand where depth of sand is four (4) inches or more.

The cross section previously established shall be maintained throughout the process of cultivation. Any necessary reshaping shall be done prior to any planting of seed.

(1) Planting Season and Seed Mixes. All planting shall be done between the dates specified for each highway district except as specifically authorized in writing by the Engineer.

The pure live seed planted per acre shall be of the type specified in Table 2 for rural areas (warm season), Table 3 for urban areas (warm season), Tables 4A and 4B for temporary erosion control (cool season) and Table 5 for temporary erosion control (warm season), with the mixture, rates and planting dates except as shown on the plans.

Table 2.
Rural Area Species-Specific Warm-Season
Seeding Mixtures in Pounds of Pure
Live Seed Per Acre, by District.

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
1 (Eastern Sections) (Paris)	(Western Sections)		(All Sections)	
Feb 1 - May 15	Green Sprangletop	0.9	Green Sprangletop	0.7
	Bermudagrass	1.2	Bermudagrass	0.9
	Little Bluestem	1.7	Little Bluestem	1.4
	Indiangrass (Lometa)	2.3	Indiangrass (Lometa)	1.8
	Switchgrass (Alamo or Blackwell)	1.4		
	Green Sprangletop	1.1		
	Bermudagrass	1.5		
	Bahiagrass (Pensacola)	6.7		
2 (Eastern Sections) (Ft. Worth)	(Western Sections)		(All Sections)	
Feb 1 -	Green Sprangletop	0.6	Green Sprangletop	0.6
	Green Sprangletop	0.7		

May 1	Sideoats Grama (El Reno)	1.8	Sideoats Grama (Haskell or El Reno)	1.8	Sideoats Grama (Haskell)	2.2		
	Bermudagrass	0.8	Little Bluestem	1.1	Bermudagrass	0.9		
	Little Bluestem	1.1	Indiangrass	1.5	Little Bluestem	1.4		
	K-R Bluestem	0.7	(Lometa or Cheyenne)		Sand Dropseed	0.2		
	Switchgrass	1.2	K-R Bluestem	0.7				

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
(Alamo or Blackwell)	Switchgrass (Alamo or Blackwell)	1.2		
3(Eastern Sections) (Wichita Falls)	(Western Sections, i.e., Clay Co. West)		(All Sections)	
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.7	Green Sprangletop	0.6
May 1	Sideoats Grama (El Reno)	2.2	Sideoats Grama (El Reno)	2.2	Sideoats Grama (El Reno)	1.8
**						
***	Bermudagrass	0.9	Blue Grama (Lovington)	0.6	Bermudagrass	0.8
	Buffalograss	6.4			Little Bluestem	1.1
	Western Wheatgr.	2.8	Buffalograss	6.4	Sand Dropseed	0.2
			Western Wheatgr.	2.8	Sand Bluestem	0.2
4 (All Sections) (Amarillo)			(All Sections)			
Feb 15 -	Green Sprangletop	0.9			Green Sprangletop	0.7
May 15	Sideoats Grama (El Reno)	2.8			Sideoats Grama (El Reno)	2.2
***						
	Blue Grama (Lovington)	0.8			Blue Grama (Lovington)	0.6
	Buffalograss	8.0			Sand Dropseed	0.2
					Sand Bluestem	0.2
5 (E. of IH 27) (Lubbock)	(W. of IH 27)		(All Sections)			
Feb 15 -	Green Sprangletop	0.9	Green Sprangletop	0.9	Green Sprangletop	0.7
May 15	Sideoats Grama (El Reno)	2.8	Sideoats Grama (Coronado)	2.8	Sideoats Grama (Coronado)	2.2
***						
	Blue Grama (Lovington)	0.8	Blue Grama (Lovington)	0.8	Blue Grama (Lovington)	0.6
	Buffalograss	8.0	Buffalograss	8.0	Sand Dropseed	0.2
			Sand Bluestem	0.2		
6 (N. of Pecos River) (Odessa)	(S. of Pecos River)		(All Sections)			
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.9	Green Sprangletop	0.6
May 15	Sideoats Grama (Premier or Uvalde)	2.2	Sideoats Grama (Premier or Tucson)	2.8	Black Grama	0.3
					Blue Grama	0.5

District and Planting Dates *		**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soil**	
Black Grama	0.4	Black Grama	0.5	(Hachita)	
Blue Grama (Hachita)	0.6	Blue Grama	0.8	Little Bluestem	1.1
		Sand Dropseed	0.2		
Little Bluestem	1.4	Sand Bluestem	0.2		

7 (San Angelo)	(All Sections)				(All Sections)		
Feb 1 - May 1	Green Sprangletop	0.7			Green Sprangletop	0.7	
	Sideoats Grama (Haskell)	2.2			Sideoats Grama (Haskell)	2.2	
	Buffalograss	6.4			Little Bluestem	1.4	
	Little Bluestem	1.4			K-R Bluestem	0.8	
	K-R Bluestem	0.8			Sand Dropseed	0.2	
8 (Abilene)	(N., W., E. of and including Fisher Co.)		(S. of Fisher Co.)		(All Sections)		
Feb 1 - May 15 ***	Green Sprangletop	0.9	Green Sprangletop	0.9	Green Sprangletop	0.7	
	Sideoats Grama (Haskell)	2.8	Sideoats Grama (Haskell)	2.8	Sideoats Grama (Haskell)	2.2	
	Buffalograss	8.0	Buffalograss	8.0	K-R Bluestem	0.8	
	Blue Grama (Hachita)	0.8	Little Bluestem	1.7	Sand Dropseed	0.2	
			Sand Bluestem	0.2			
9 (Waco)	(E. of IH 35)		(W. of IH 35)		(All Sections)		
Feb 1 - May 15	Green Sprangletop	0.6	Green Sprangletop	0.6	Green Sprangletop	0.9	
	Bermudagrass	0.8	Sideoats Grama (Haskell or Premier)	1.8	Bermudagrass	1.2	
	Little Bluestem	1.1			K-R Bluestem	1.0	
	Indiangrass (Lometa)	1.5	Buffalograss	5.3	Sand Dropseed	0.3	
	Little Bluestem	1.1					
	K-R Bluestem	0.7	K-R Bluestem	0.7			
	Switchgrass (Alamo)	1.2	Switchgrass (Alamo)	1.2			

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
10 (Tyler)	(All Sections)		(All Sections)	
Feb 1 - May 15	Green Sprangletop	0.7	Green Sprangletop	1.7
	Bermudagrass	0.9	Bermudagrass	2.3
	Little Bluestem	1.4		
	Indiangrass (Lometa)	1.8		
	Switchgrass (Alamo)	1.4		
11 (Lufkin)	(All Sections)		(All Sections)	
Feb 15 - May 15	Green Sprangletop	0.7	Green Sprangletop	1.7
	Bermudagrass	0.9	Bermudagrass	2.3
	Little Bluestem	1.4		
	Indiangrass (Lometa)	1.8		
	Switchgrass (Alamo)	1.4		
12 (Houston)	(All Sections)		(All Sections)	
Jan 15 - May 15	Green Sprangletop	0.6	Green Sprangletop	0.9
	Bermudagrass	0.8	Bermudagrass	1.2
	Little Bluestem	1.1	Bahiagrass	5.0

	Indiangrass	1.5		(Pensacola)				
	(Lometa)			K-R Bluestem	1.0			
	K-R Bluestem	0.7						
	Switchgrass	1.2						
	(Alamo)							
13 (Wharton and (Yoakum) Matagorda Cos.)			(All Other Sections)			(All Sections)		
Jan 15 - May 15	Green Sprangletop	0.9	Green Sprangletop		0.6	Green Sprangletop		0.7
	Bermudagrass	1.2	Bermudagrass		0.8	Bermudagrass		0.9
	Little Bluestem	1.7	Little Bluestem		1.1	Bahiagrass		4.0
	K-R Bluestem	1.0	Indiangrass		1.5	(Pensacola)		
	(Lometa)		Little Bluestem		1.4			

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
	K-R Bluestem	0.7	K-R Bluestem	0.8
	Switchgrass	1.2		
	(Alamo)			

14 (Austin)	(E. of IH 35)		(W. of IH 35)			(All Sections)		
Feb 1 - May 15	Green Sprangletop	0.6	Green Sprangletop		0.6	Green Sprangletop		0.9
	Bermudagrass	0.8	Little Bluestem		1.1	Bermudagrass		1.2
	Little Bluestem	1.1	Indiangrass		1.5	Sand Lovegrass		0.8
	Indiangrass	1.5	(Lometa)			K-R Bluestem	1.0	
	(Lometa)		Buffalograss	5.3				
	Buffalograss	5.3	Sideoats Grama	1.8				
	Sideoats Grama	1.8	(Haskell or Uvalde)					
	(Haskell or Uvalde)		Switchgrass	1.2				
			(Alamo)					
15 (San Antonio)	(Uvalde, Frio, and Atascosa Cos., N.E.)		(Zavala, LaSalle, and McMullen Cos., S.W.)			(All Sections)		
Feb 1 - May 1	Green Sprangletop	0.6	Green Sprangletop		0.6	Green Sprangletop		0.9
	Sideoats Grama	1.8	Sideoats Grama		1.8	Bermudagrass		1.2
	(Haskell or Uvalde)		(Haskell or Uvalde)			Buffelgrass		2.0
	Little Bluestem	1.1	Buffalograss		5.3	K-R Bluestem	1.0	
	Bermudagrass	0.8	Plains Bristlegr.		1.0			
	Buffalograss	5.3	K-R Bluestem		0.7			
	K-R Bluestem	0.7	Bermudagrass		0.8			
16 (Corpus Christi)	(E. of U.S. 77)		(W. of U.S. 77)			(All Sections)		
Jan 15 - May 1	Green Sprangletop	0.7	Green Sprangletop		0.7	Green Sprangletop		0.9
	Bermudagrass	0.9	Rhodesgrass		0.4	Bermudagrass		1.2
	Sideoats Grama	2.2	Plains Bristlegr.		1.2	Buffelgrass		2.0
	(Haskell or Uvalde)		Buffalograss		6.4	K-R Bluestem		1.0
	Little Bluestem	1.4	K-R Bluestem		0.8			
	K-R Bluestem	0.8						

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**	**Mixture for Use in Sand or Sandy Soils**

17 (All Sections) (Bryan)			(All Sections)		
Feb 1 - May 15	Green Sprangletop	0.6		Green Sprangletop	1.1
	Bermudagrass	0.8		Bermudagrass	1.5
	Little Bluestem	1.1		Bahiagrass	6.7
	Indiangrass	1.5		(Pensacola)	
	(Lometa)				
	K-R Bluestem	0.7			
	Switchgrass	1.2			
	(Alamo)				

18 (E. of U.S. 75) (Dallas)			(W. of U.S. 75)			(All Sections)	
Feb 1 - May 1	Green Sprangletop	0.6	Green Sprangletop	0.7		Green Sprangletop	1.1
	Bermudagrass	0.8	Bermudagrass	0.9		Bermudagrass	1.5
	Little Bluestem	1.1	Sideoats Grama	2.2		Sand Dropseed	0.4
	Indiangrass	1.5	(El Reno)				
	(Lometa or Cheyenne)		Little Bluestem	1.4			
	Buffalograss	5.3	Indiangrass	1.8			
	Switchgrass	1.2	(Lometa or Cheyenne)				
	(Alamo or Blackwell)						

19 (All Sections) (Atlanta)			(All Sections)		
Feb 1 - May 15	Green Sprangletop	0.6		Green Sprangletop	1.1
	Bermudagrass	0.8		Bermudagrass	1.5
	Little Bluestem	1.1		Bahiagrass	6.7
	Indiangrass	1.5		(Pensacola)	
	(Lometa or Cheyenne)				
	Switchgrass	1.2			
	(Alamo)				
	Bahiagrass	3.3			
	(Pensacola)				

20 (All Sections) (Beaumont)			(All Sections)		
Jan 15 - May 15	Green Sprangletop	0.7		Green Sprangletop	1.1
	Bermudagrass	0.9		Bermudagrass	1.5

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
	Little Bluestem	1.4	Bahiagrass	6.7
	Indiangrass	1.8	(Pensacola)	
	(Lometa)			
	Switchgrass	1.4		
	(Alamo)			

21 (All Sections) (Pharr)			(All Sections)		
Jan 15 - May 1	Green Sprangletop	0.7		Green Sprangletop	0.7
	Rhodesgrass	0.4		Bermudagrass	0.9
	Plains Bristlegr.	1.2		Rhodesgrass	0.4
	Buffalograss	6.4		Buffelgrass	1.2
	K-R Bluestem	0.8		Sand Dropseed	0.2

23 (All Sections) (Brownwood)			(All Sections)		

Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.6	
May 15	Little Bluestem	1.4	Little Bluestem	1.1	
	Sideoats Grama (Haskell)	2.2	Sideoats Grama (Haskell)	1.8	
	Buffalograss	6.4	Bermudagrass	0.8	
	K-R Bluestem	0.8	Sand Lovegrass	0.5	
			Sand Dropseed	0.2	
24	(All Sections) (El Paso)		(All Sections)		
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.9	
May 1	Black Grama	0.4	Black Grama	0.5	
****	Blue Grama (Hachita)	0.6	Blue Grama (Hachita)	0.8	
	Sideoats Grama (Tucson)	2.2	Sand Dropseed	0.3	
	Sand Dropseed	0.2			
25	(All Sections) (Childress)		(All Sections)		
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.7	
May 15	Sideoats Grama	2.2	Sideoats Grama	2.2	
**	(El Reno)		(El Reno)		

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
	Blue Grama (Lovington)	0.6	Blue Grama (Lovington)	0.6
	Buffalograss	6.4	Little Bluestem	1.4
	Western Wheatgr.	2.8	Sand Dropseed	0.2

* Planting dates are optima.
** In the seed mix, Western Wheatgrass must be sown between September 1 and February 28.
*** In the seed mix, use Woodward variety of Sand Bluestem in the Rolling Plains (including the Canadian River Valley), and Elida variety of Sand Bluestem in the High Plains.
**** In the seed mix, substitute Premier variety of Sideoats Grama in E. Brewster Co.

Table 3.
Urban Area Species-Specific Warm-Season Seeding Mixtures in Pounds of Pure Live Seed Per Acre, by District.

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
1	(All Sections) (Paris)		(All Sections)	
Feb 1 -	Green Sprangletop	1.7	Green Sprangletop	1.7
May 15	Bermudagrass	2.3	Bermudagrass	2.3

2	(Eastern Sections) (Ft. Worth)		(Western Sections)		(All Sections)	
Feb 1 -	Green Sprangletop	0.9	Green Sprangletop	1.1	Green Sprangletop	1.1

May 1	K-R Bluestem	1.0	K-R Bluestem	1.3	K-R Bluestem	1.3	
	Bermudagrass	1.2	Buffalograss	10.7	Bermudagrass	1.5	
	Buffalograss	8.0					

3 (Eastern Sections)			(Western Sections)		(All Sections)		
(Wichita							
Falls)	Green Sprangletop	1.1	Green Sprangletop	0.9	Green Sprangletop	1.1	
Feb 1 -	Bermudagrass	1.5	Sideoats Grama	2.8	Bermudagrass	1.5	
May 1	Buffalograss	10.7	(El Reno)		Sand Dropseed	0.4	

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
**	Western Wheatgr.	3.5		
	Buffalograss	8.0		

4 (All Sections)			(All Sections)				
(Amarillo)							
Feb 15 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 15	Sideoats Grama	2.8			Sideoats Grama	2.8	
	(El Reno)				(El Reno)		
	Blue Grama	0.8			Blue Grama	0.8	
	(Lovington)				(Lovington)		
	Buffalograss	8.0			Sand Dropseed	0.3	

5 (All Sections)			(All Sections)				
(Lubbock)							
Feb 15 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 15	Sideoats Grama	2.8			Sideoats Grama	2.8	
	(El Reno)				(Coronado)		
	Blue Grama	0.8			Blue Grama	0.8	
	(Lovington)				(Lovington)		
	Buffalograss	8.0			Sand Dropseed	0.3	

6 (All Sections)			(All Sections)				
(Odessa)							
Feb 1 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 15	Black Grama	0.5			Black Grama	0.5	
***	Blue Grama	0.8			Blue Grama	0.8	
	(Hachita)				(Hachita)		
	Sideoats Grama	2.8			Sand Dropseed	0.3	

7 (All Sections)			(All Sections)				
(San Angelo)							
Feb 1 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 1	Buffalograss	8.0			K-R Bluestem	1.0	
	K-R Bluestem	1.0			Sand Dropseed	0.3	
	Sideoats Grama	2.8			Sideoats Grama	2.8	
	(Haskell)				(Haskell)		

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	

8 (All Sections)			(All Sections)				
(Abilene)							
Feb 1 -	Green Sprangletop	0.7			Green Sprangletop	0.9	
May 15	Buffalograss	6.4			Sand Dropseed	0.3	

	Sideoats Grama 2.2 (Haskell) K-R Bluestem 0.8 Blue Grama 0.6 (Hachita)	Sideoats Grama 2.8 (Haskell) K-R Bluestem 1.0
9 (Waco)	(E. of IH 35)	(W. of IH 35)	(All Sections)
Feb 1 - May 15	Green Sprangletop 0.9 Bermudagrass 1.2 K-R Bluestem 1.0 Buffalograss 8.0	Green Sprangletop 0.9 Sideoats Grama 2.8 (Premier or Haskell) K-R Bluestem 1.0 Buffalograss 8.0	Green Sprangletop 0.7 Bermudagrass 0.9 Sideoats Grama 2.2 (Premier or Haskell) K-R Bluestem 0.8 Sand Dropseed 0.2
10 (Tyler)	(All Sections)		(All Sections)
Feb 1 - May 15	Green Sprangletop 1.7 Bermudagrass 2.3		Green Sprangletop 1.7 Bermudagrass 2.3
11 (Lufkin)	(All Sections)		(All Sections)
Feb 1 - May 15	Green Sprangletop 1.7 Bermudagrass 2.3		Green Sprangletop 1.7 Bermudagrass 2.3
12 (Houston)	(All Sections)		(All Sections)
Jan 15 - May 15	Green Sprangletop 1.1 Bermudagrass 1.5 K-R Bluestem 1.3		Green Sprangletop 1.1 Bermudagrass 1.5 K-R Bluestem 1.3
13 (Yoakum)	(All Sections)		(All Sections)
Jan 15 - May 15	Green Sprangletop 1.1 Bermudagrass 1.5		Green Sprangletop 1.1 Bermudagrass 1.5

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**	**Mixture for Use in Sand or Sandy Soils**
	K-R Bluestem 1.3	K-R Bluestem 1.3
14 (Austin)	(E. of IH 35)	(W. of IH 35)	(All Sections)
Feb 1 - May 15	Green Sprangletop 0.9 Bermudagrass 1.2 Buffalograss 8.0 Sideoats Grama 2.8 (Haskell)	Green Sprangletop 0.9 Buffalograss 8.0 K-R Bluestem 1.0 Sideoats Grama 2.8 (Haskell or Uvalde)	Green Sprangletop 0.9 K-R Bluestem 1.0 Bermudagrass 1.2 Sand Lovegrass 0.8
15 (San Antonio)	(E. of U.S. 281)	(W. of U.S. 281)	(All Sections)
Feb 1 - May 1	Green Sprangletop 1.1 Buffalograss 10.7 Bermudagrass 1.5	Green Sprangletop 0.9 Sideoats Grama 2.8 (Haskell or Uvalde) Buffalograss 8.0 Bermudagrass 1.2	Green Sprangletop 1.1 Bermudagrass 1.5 Sideoats Grama 3.7 (Haskell or Uvalde)

16 (Corpus Christi)	(E. of U.S. 77)			(W. of U.S. 77)			(All Sections)	
Jan 15 - May 1	Green Sprangletop	1.1		Green Sprangletop	0.9		Green Sprangletop	0.9
	Bermudagrass	1.5		K-R Bluestem	1.0		Bermudagrass	1.2
	K-R Bluestem	1.3		Buffalograss	8.0		K-R Bluestem	1.0
				Bermudagrass	1.2		Sand Dropseed	0.3
17 (Bryan)	(All Sections)					(All Sections)		
Feb 1 - May 15	Green Sprangletop	1.1				Green Sprangletop	1.1	
	Bermudagrass	1.5				Bermudagrass	1.5	
	K-R Bluestem	1.3				K-R Bluestem	1.3	
18 (Dallas)	(All Sections)					(All Sections)		
Feb 1 -	Green Sprangletop	1.1				Green Sprangletop	1.1	
District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**					**Mixture for Use in Sand or Sandy Soils**		
May 1	Bermudagrass	1.5				Bermudagrass	1.5	
	Buffalograss	10.7				Sand Dropseed	0.4	
19 (Atlanta)	(All Sections)					(All Sections)		
Feb 1 - May 15	Green Sprangletop	1.7				Green Sprangletop	1.7	
	Bermudagrass	2.3				Bermudagrass	2.3	
20 (Beaumont)	(All Sections)					(All Sections)		
Jan 15 - May 15	Green Sprangletop	1.5				Green Sprangletop	1.5	
	Bermudagrass	1.2				Bermudagrass	1.2	
21 (Pharr)	(E. of U.S. 281)			(W. of U.S. 281)			(All Sections)	
Jan 15 - May 1	Green Sprangletop	0.9		Green Sprangletop	0.9		Green Sprangletop	0.9
	Bermudagrass	1.2		Sideoats Grama (Premier or Uvalde)	2.8		Bermudagrass	1.2
	K-R Bluestem	1.0		K-R Bluestem	1.0		K-R Bluestem	1.0
	Buffalograss	8.0		Buffalograss	8.0		Sand Dropseed	0.3
23 (Brownwood)	(All Sections)					(All Sections)		
Feb 1 - May 15	Green Sprangletop	0.7				Green Sprangletop	0.7	
	Buffalograss	6.4				K-R Bluestem	0.8	
	K-R Bluestem	0.8				Bermudagrass	0.9	
	Sideoats Grama (Haskell)	2.2				Sideoats Grama (Haskell)	2.2	
	Bermudagrass	0.9				Sand Dropseed	0.2	
24 (El Paso)	(All Sections)					(All Sections)		
Feb 1 - May 1 ****	Green Sprangletop	0.7				Green Sprangletop	0.9	
	Black Grama	0.4				Black Grama	0.5	
	Blue Grama	0.6				Blue Grama	0.8	
	Sideoats Grama (Tucson)	2.2				Sand Dropseed	0.3	

Sand Dropseed 0.2

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
25 (All Sections) (Childress) Feb 1 - May 15 **	Green Sprangletop 0.7 Sideoats Grama 2.2 (El Reno) Blue Grama 0.6 (Lovington) Western Wheatgr. 2.8 Buffalograss 6.4	(All Sections) Green Sprangletop 0.7 Sideoats Grama 2.2 (El Reno) Blue Grama 0.6 (Lovington) Western Wheatgr. 2.8 Sand Dropseed 0.2

* Planting dates are optima.
** In the seed mix, Western Wheatgrass must be sown between September 1 and February 28.
*** North of Pecos River use either Premier or Uvalde varieties of Sideoats Grama in the seed mix. South of the Pecos River use either Premier or Tucson varieties in the seed mix.
**** In the seed mix, substitute Premier variety of Sideoats Grama in E. Brewster County.

(2) Broadcast Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after components are placed in the equipment. After planting, the planted area shall be rolled with a light corrugated drum roller or another type of roller approved by the Engineer. All rolling of the sloped areas shall be along the contour of the slopes.

(3) Straw or Hay Mulch Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed, as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment.

Immediately upon completion of planting of the seed, straw or hay mulch shall be spread uniformly over the seeded area at the rate of approximately 1.5 to 2.0 tons of hay mulch or 2.0 to 2.5 tons of straw mulch per acre. When a mulching machine is used it must be approved by the Engineer and may be equipped to inject a tacking agent into the straw or hay mulch uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. When the tacking agent is placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

(4) Cellulose Fiber Mulch Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used all varieties of seed, as well as fertilizer, may be distributed simultaneously, provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be

distributed as a water slurry, the mixture shall be applied to that area to be seeded within 30 minutes after all components are placed in the equipment.

Immediately upon completion of planting of the seed, cellulose fiber mulch shall be spread uniformly over the seeded area at the following rates:

Sandy soils with 3:1 slope or less - min. 2000 lbs./acre
Sandy soils with greater than 3:1 slope - min. 2300 lbs./acre
Clay soils with 3:1 slope or less - min. 2500 lbs./acre
Clay soils with greater than 3:1 slope - min. 3000 lbs./acre

Cellulose fiber mulch rates are based on dry weight of mulch per acre. When used, a mulching machine, approved by the Engineer, shall be equipped to eject the thoroughly wet mulch material at a uniform rate to provide the mulch coverage specified.

(5) Drill Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. All varieties of seed, as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. Seed shall be drilled at a depth of from 1/4 inch to 3/8 inch utilizing a pasture or rangeland type drill. All drilling shall be along the contour of the slope. After planting, the area shall be rolled with a roller integral to the seed drill, or a light corrugated drum roller or with another type of roller approved by the Engineer. All rolling of sloped areas shall be on the contour of the slopes.

(6) Straw or Hay Mulching. Mulch shall be spread uniformly over the area indicated on plans or as designated by the Engineer at the rate of approximately 1.5 to 2.0 tons of hay mulch or 2.0 to 2.5 tons of straw mulch per acre. When used, a mulching machine approved by the Engineer shall be equipped to inject a tacking agent into the straw or hay mulch uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. If the straw or hay mulch and tacking agent are placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

(7) Soil Retention Blanket. If specified on the plans, a soil retention blanket shall be applied in accordance with Item 169, "Soil Retention Blanket".

(8) Watering. Watering of the seeded area shall be conducted when, in the judgement of the Engineer, sufficient seedling survival is threatened by insufficient natural precipitation and shall be in accordance with Item 168, "Vegetative Watering".

(9) Fertilizer. Fertilizer, when required, shall be applied in accordance with Item 166, "Fertilizer".

164.4. Seeding for Cool Season Temporary Erosion Control.

(1) Standard Seeding. When specified on the plans or directed by the Engineer, temporary erosion control measures shall be performed. These measures shall consist of the sowing of seed mixtures appropriate for the season and the work and materials as required in Article 164.3. These measures shall be performed over the areas shown on the plans or where directed by the Engineer. Temporary erosion control measures shall be performed in addition to other "Seeding for Erosion Control" as herein specified. The pure live seed, of the cool season plants, planted per acre shall be of the type specified, with the mixture, rate and planting dates as follows in Tables 4A and 4B, except as shown on the plans.

Table 4A. Cool Season Grass Seeding Mixtures for Temporary Erosion Control, in Pounds of Pure Live Seed per Acre, by District.

Districts & Optimum Planting Dates	Common Name	Rate
1, 2, 3, 4, 5, 8, 18, 23, 25	Tall Fescue	4.0
	Western Wheatgrass	5.0
August 15 - November 30	Wheat (Red, Winter)	30.0
6, 7, 24	Western Wheatgrass	7.5
August 15 - November 30	Wheat (Red, Winter)	45.0
9, 10, 11, 14, 15, 17, 19	Tall Fescue	4.0
	Oats	21.0 *
September 1 - November 30	Wheat (Red, Winter)	30.0
12, 13, 16, 20, 21 September 1 - November 30	Oats	64.0 *

* May substitute Barley at 72.0 lb./acre divided by the number of species in the mix.

(2) Legume Seeding. When specified on the plans or directed by the Engineer, the following regionally adapted legumes shall be planted.

Table 4B. Cool Season Legume Seeding for Temporary Erosion Control, in Pounds of Pure Live Seed per Acre, by District.

Districts & Optimum Planting Dates	Common Name	Rate
1, 2, 3, 9, 10, 11, 12, 17, 18, 19, 20	Crimson Clover	7.0

Districts & Optimum Planting Dates	Common Name	Rate
August 15 - November 30		
13, 14, 15, 16, 21 September 1 - November 30	Hairy Vetch	8.0
4, 5, 6, 7, 8, 23, 24, 25 August 15 - November 30	Yellow Sweetclover	4.0

164.5. Seeding for Warm Season Temporary Erosion Control.

(1) Standard Seeding. When specified on the plans or directed by the Engineer, temporary erosion control measures shall be performed. This measure shall consist of the sowing of seed appropriate for the season and the work and materials as required in Article 164.3. These measures shall be performed over the areas shown on the plans or where directed by the Engineer. Temporary erosion control measures shall be performed in addition to other "Seeding for Erosion Control" as herein specified. The pure live seed planted per acre shall be of the type specified, rate and seed planting date as follows in Table 5 except as shown on the plans.

Table 5.
Warm Season Seeding for Temporary Erosion Control,

in Pounds of Pure Live Seed per Acre, by District.

Districts & Optimum Planting Dates	Common Name	Rate
2, 3, 7, 15, 16 18, 21, 24 May 1 - August 31	Foxtail Millet	30.0
1, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 17, 19, 20, 23, 25 May 15 – August 31	Foxtail Millet	30.0

164.6. Measurement. "Straw or Hay Mulch" will be measured by the square yard or by the acre, complete and in place. All "Seeding", of the type specified, will be measured by the square yard or by the acre, complete and in place.

164.7. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding", "Straw or Hay Mulch Seeding", "Cellulose Fiber Mulch Seeding", "Drill Seeding", "Straw or Hay Mulching", "Standard Seeding for Cool Season Temporary Erosion Control", "Legume Seeding for Temporary Erosion Control" or "Standard Seeding for Warm Season Temporary Erosion Control", of the common names specified. This price will be full compensation for furnishing all materials, including water for seed-fertilizer slurry and hydraulic mulching, tacking agents if required, and for performing all operations necessary to complete the work.

Unless otherwise shown on the plans, fertilizer will not be paid for directly, but will be considered subsidiary work pertaining to this Item.

"Soil Retention Blanket" will be paid for under Item 169, "Soil Retention Blanket".

Water for irrigating the cultivated area or seedbed, when required, will be paid for under Item 168, "Vegetative Watering".

SECTION ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense. Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or

near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(f) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is

placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(g) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(h) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall

also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

400.4

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesion less materials, such as sand, may be used for general backfilling purposes. Compaction of cohesion less materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage

or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Sub-article 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot

beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as

"Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type.

This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

*** * * END OF SECTION * * ***

SECTION ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

*** * * END OF SECTION * * ***

SECTION ITEM 403

TEMPORARY SPECIAL SHORING

403.1. Description. This Item shall govern for furnishing and constructing temporary shoring to hold the surrounding earth, water or both out of the work area and to the lines and grades shown on the plans and in accordance with this Item.

403.2. Design. Unless otherwise shown on the plans, the Contractor shall be responsible for the adequacy of the temporary special shoring design. The Contractor shall submit, to the Engineer, details and design calculations bearing the seal of a Registered Professional Engineer for review and approval. All loads and allowable stresses shall comply with the latest AASHTO Standard Specifications for Bridges, except that the maximum allowable service load stress may be increased by 25%.

403.3. Materials. The Contractor shall furnish shoring that meets or exceeds the design requirements. Materials may be new or used. Materials shall not present a hazard to the public, shall be structurally adequate and shall fulfill the intended shoring purpose.

403.4. Construction Methods. The construction methods used for temporary shoring shall be in accordance with the applicable Specifications and the design requirements.

403.5. Measurement. This Item will be measured by the square foot of surface area of a vertical plane between the top of the shoring and the minimum protection grade line shown on the plans.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

403.6 Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Special Shoring". This price shall be full compensation for furnishing and placing all temporary shoring materials; for design of the shoring; for all necessary excavation; for the removal of the shoring or portions thereof; and for all labor, tools, equipment and incidentals necessary to complete the work.

No payment will be made for special shoring made necessary due to the selection of an optional design or sequence of work that creates the need for shoring.

*** * * END OF SECTION * * ***

SECTION ITEM 420

CONCRETE STRUCTURES

420.1. Description. This Item shall govern for the construction of all types of structures involving the use of cast-in-place concrete. All structures shall be constructed in accordance with the details shown on the plans and this Item.

420.2. Materials.

(1) Concrete. All concrete shall conform to the provisions of Item 421, "Portland Cement Concrete".

The class of concrete for each type of structure or unit shall be as shown on the plans, or by pertinent governing specifications.

(2) Reinforcing Steel. All reinforcing steel shall conform to the provisions of Item 440, "Reinforcing Steel".

(3) Expansion Joint Material. The following materials shall conform to the requirements of Item 433, "Joint Sealants and Fillers".

(a) Preformed Fiber Material. Preformed fiber expansion joint material shall conform to the dimensions shown on the plans. Unless otherwise specified, "Preformed Bituminous Fiber Material" shall be used.

(b) Joint Sealing Material. Unless shown otherwise, the sealer shall be a "Low Modulus Silicone Sealant".

(c) Asphalt Board. Asphalt board shall conform to the dimensions shown on the plans.

(d) Rebonded Neoprene Filler. Rebonded neoprene filler shall conform to the dimensions shown on the plans.

(4) Waterstop.

(a) Rubber waterstop or polyvinyl chloride (PVC) waterstop shall be in conformance with Item 435, "Elastomeric Materials".

(b) Other types shall be as shown on the plans.

(5) Curing Materials.

(a) Membrane curing shall conform to Item 526, "Membrane Curing".

(b) Cotton mats shall consist of a filling material of cotton "bat" or "bats" (min. 12 oz. per sq. yd.); covered with un-sized cloth (min. six (6) oz. per sq. yd.); tufted or stitched to maintain stability; shall be free from tears; and shall be in good general condition.

(c) Polyethylene sheeting shall be four (4) mil. minimum thickness and free from visible defects. It shall be clear or opaque white except when the temperature during the curing period does not exceed 60 F or when applicable to control temperature during mass pours.

(d) Burlap-polyethylene mats shall be made from burlap impregnated on one side with a film of opaque white pigmented polyethylene and free from visible defects.

(e) Laminated mats shall have not less than one (1) layer of an impervious material such as polyethylene, vinyl plastic or other acceptable material (either as a solid sheet or impregnated into another fabric) and shall be free of visible defects.

(6) Admixtures. Concrete admixtures shall comply with the requirements of Item 437, "Concrete Admixtures".

(7) Epoxy. Unless otherwise specified, epoxy materials shall conform to Item 575, "Epoxy".

(8) Latex Emulsions. Latex emulsion used for latex based grout/mortar, latex adhesive grout/mortar or other purposes shall conform to Departmental Materials Specification D9-8110.

420.3. General Requirements. Before starting work, the Contractor shall inform the Engineer fully of the construction methods he proposes to use, the adequacy of which shall be subject to the approval of the Engineer.

Concurrence on the part of the Engineer of any proposed construction methods, approval of equipment, or of form and falsework plans does not relieve the Contractor of the responsibility for the safety or correctness of the methods, the adequacy of his equipment or from carrying out the work in full accordance with the contract.

Plans for forms and falsework for piers, superstructure spans over 20 feet long and for all bridge widening details shall be submitted to the Engineer for review. Similar plans shall be submitted for other units of the structure, if requested by the Engineer. The plans shall be prepared on standard 22 inch by 34 inch sheets and shall show all essential details of the proposed forms, falsework and bracing to permit a structural analysis. Four (4) sets of such plans will be required. One (1) set of design calculations shall accompany the submission of such plans. Plans, forms and falsework shall be designed, sealed, and signed by a professional engineer.

Forms or screed supports may be attached to I-beams or girders by welding, subject to the following requirements:

(1) Welds will not be permitted on tension flanges and in those areas shown on the plans or as directed by the Engineer.
(2) Welds shall be made in accordance with Item 448, "Structural Field Welding".

Unless otherwise shown on the plans, the time sequence in which construction operations may be carried on and in which completed structures may be opened to traffic shall be governed by the following:

(1) Superstructure members, forms, falsework, or erection equipment shall not be placed on the substructure before the concrete therein has attained a flexural strength of 425 psi.

(2) Storage of materials on completed portions of a structure will not be permitted until all curing requirements for those particular portions have been met.

(3) A minimum flexural strength of 340 psi will be required for the following:

(a) Forms erected on concrete footings supported by piling or drilled shafts.

(b) Forms on individual drilled shafts.

Such work may begin on spread footings and culvert footings, after the concrete therein has aged at least two (2) curing days. Concrete may be placed as soon as the forms and reinforcing steel are approved.

(4) The support of tie beam and/or cap forms by falsework placed on previously placed tie beams will be permissible provided such beams have attained 425 psi flexural strength, curing requirements are completed, and the member is properly supported to eliminate stresses not provided for in the design.

(5) Bridges and direct traffic culverts shall not be opened to construction traffic or to the traveling public until authorized by the Engineer in accordance with the following:

After the last slab concrete has been in place at least 14 days, authorization may be given for construction traffic on structures not to exceed three-quarter ton vehicles.

After the last slab concrete has been in place at least 21 days, authorization may be given for other construction traffic, or for the traveling public when necessary. Vehicles exceeding the legal load limit will be allowed in accordance with Item 6, "Control of Materials".

(6) Box culverts in fills may be opened to backfilling and compaction equipment when the concrete in the top slab has attained 425 psi flexural strength, and may be opened to other traffic as soon as sufficient backfill and/or embankment has been placed over the top to protect the culverts against damage from heavy construction equipment. The Contractor shall repair, at his expense, any damage inflicted on the culvert by construction traffic.

420.4. Drains. Weep holes and roadway drains shall be installed and constructed as shown on the plans.

420.5. Expansion Joints. Joints and devices to provide for expansion and contraction shall be

constructed in accordance with plan details and the requirements of this Item.

The bearing area under the expansion ends of concrete slabs and slab and girder spans shall be given a steel trowel finish, and finished to the exact grades required.

Bridging of concrete or mortar around expansion joint material in bearings and expansion joints shall be prevented.

All open joints and joints to be filled with expansion joint material shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

When a "Type A" joint is shown on the plans, preformed fiber joint material shall be used in the vertical joints of the roadway slab, curb, median or sidewalk and the top one (1) inch thereof shall be filled with the joint sealing material shown herein or shown on the plans.

The sealer shall be installed in accordance with Item 438, "Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)", and the manufacturer's recommendations.

Where preformed fiber joint material is used, it shall be anchored to the concrete on one (1) side of the joint by light wire or nails.

Finished joints shall conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and again where necessary after surface finishing, all concrete shall be removed from within the joint opening to insure full effectiveness of the expansion joint.

420.6. Construction Joints. The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term monolithic placement shall be interpreted to mean that the manner and sequence of concrete placing shall not create a construction joint.

Construction joints shall be of the type and at the locations shown on the plans. Construction joints other than those shown on the plans will not be permitted in bridge slabs. Additional joints in other members will not be permitted without written authorization from the Engineer. When additional joints are authorized, they shall have details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all vertical joints.

Construction joints requiring the use of joint sealing material shall be as shown on the plans.
A concrete placement terminating at a horizontal construction joint shall have the top surface roughened thoroughly as soon as practicable after initial set is attained.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign matter and saturated with water. All freewater shall be removed and the surface shall be in a moist condition when concrete and/or bonding grout is placed against it.

Forms shall be drawn tight against the existing concrete to avoid mortar loss and offsets at joints.

When shown on the plans or in other specifications, the joint surface shall be coated with bonding mortar, grout, or other specified material.

When shown on the plans, Type V epoxy material shall be used for bonding fresh concrete to hardened concrete. The bonding epoxy shall be placed on a clean, dry surface and shall be tacky when the fresh concrete is placed.

420.7. Seal for Foundations. Concrete for foundation seals, unless otherwise specified, shall be in accordance with Item 400, "Excavation and Backfill for Structures".

420.8. Falsework. Falsework shall be designed and constructed to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Details of falsework construction shall be subject to review and approval by the Engineer in accordance with the provisions of Article 420.3.

For evaluating the adequacy of job fabricated falsework, a weight of 150 pounds per cubic foot shall be assumed for concrete, and a live load allowance of 50 pounds per square foot of horizontal surface of the form work shall be included. The maximum stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in falsework shall not exceed the manufacturer's maximum allowable working load for moment, and shear or end reaction. The maximum allowable working load shall include an allowance of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for approval.

All timber used in falsework shall be sound, in good condition, and free from defects which would impair its strength.

When wedges are used to adjust falsework to desired elevations, the wedges shall be used in pairs to insure even bearing. The use of wedges to compensate for incorrectly cut bearing surfaces will not be permitted. Wedges shall be hardwood or metal.

Sills or grillages shall be large enough to support the superimposed load without settlement, and unless founded on solid rock, shale or other hard materials, precautions shall be taken to prevent yielding of the supporting material.

Falsework which cannot be founded on a satisfactory spread footing shall be placed on piling or drilled shafts having a bearing capacity sufficient to support the superimposed load without settlement. Falsework piling shall be driven to the required resistance determined by the

applicable formula given in Item 404, "Driving Piling". Drilled shafts for falsework shall be designed to carry the superimposed load using both skin friction and point bearing.

Welding, when used, shall conform to the requirements of Item 448, "Structural Field Welding". Each falsework bent shall be securely braced to provide the stiffness required with the bracing securely fastened to each pile or column it crosses.

The falsework shall be removed when no longer required. Falsework piling shall be pulled or cut off not less than six (6) inches below finished ground level. Falsework, piling or drilled shafts in a stream, lake, or bay shall be completely removed to a point specified by the Engineer to prevent any obstruction to the waterway.

420.9. Forms. All forms shall be constructed in accordance with the following:

(1) General. Except where otherwise specified, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer.

Studs, joists, wales or other devices used for form supports shall be of sufficient section and rigidity to withstand undue bulging or settling of the forms. Any device or method used for form support shall be subject to the approval of the Engineer.

Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. Job fabricated forms shall be designed for an additional live load of 50 pounds per square foot of horizontal surface. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in form work shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for review.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports and shall be maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner to prevent warping and shrinkage.

Offsets at form joints shall not exceed 1/16 inch. Form supports for slabs shall not be welded to the top flange of I-beams or girders except in accordance with the provisions of Article 420.3.

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete. Permission to place concrete will not be given until all preparatory work is complete to the

satisfaction of the Engineer.

If, at any stage of placement, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary, and the forms shall be reset and securely braced against further movement.

(2) Timber Forms. Lumber for forms shall be properly seasoned, of good quality, and free from imperfections which would affect its strength or impair the finished surface of the concrete.

Forms or form lumber to be reused shall be maintained clean and in good condition. Any lumber which is split, warped, bulged, marred or has defects that will produce inferior work shall not be used and shall be promptly removed from the work.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets, manholes and box girders; the bottom of bridge decks between beams or girders; surfaces that are subsequently covered by backfill material or are completely enclosed; and, any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as masonite or plywood. Thin membrane sheeting such as polyethylene sheets shall not be used for form lining.

Commercial form liners used to imprint a pattern or texture on the surface of the concrete shall be as shown on the plans and/or as approved by the Engineer.

Forms may be constructed of plywood not less than 1/2 inch in thickness. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces which remain exposed shall be equal to that specified as B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce, National Institute of Standards and Technology, U.S. Product Standard, latest edition.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding for chamfer strips or other uses shall be made of materials of a grade that will not split

when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless otherwise provided herein or shown on the plans, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring 3/4 inch on the sides.

Except at structures where railing is to be attached, culvert headwall heights shall be adjusted as necessary to provide a maximum projection of three (3) inches above the roadway slope unless otherwise directed by the Engineer. At the entrance of all box culverts, a three (3) inch chamfer shall be provided along the bottom edge of the top slab. Reinforcing steel shall be adjusted as necessary to provide a minimum 1 1/4 inch clear cover. No changes will be made in quantities and no additional compensation will be allowed for this work.

All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least 1/2 inch from the concrete surface. The appliances shall be made so the metal may be removed without undue chipping or spalling of the concrete, and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least 1/2 inch from the face of the concrete.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders which are separate from the forms shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be provided for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

The facing of all forms shall be treated with bond breaking coating of such composition that would not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

(3) Metal Forms. The foregoing requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically noted on the plans.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or which line up

improperly shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

(4) Form Supports for Overhang Slabs. Form supports which transmit a horizontal force to a steel girder or beam, or to a pre-stressed concrete beam will be permitted, providing a satisfactory structural analysis has been made of the effect on the girder or beam and approval is granted by the Engineer.

When overhang brackets are used on pre-stressed concrete beam spans with slab overhangs not exceeding three (3) feet six (6) inches, bracing requirements shall conform to the details shown on the plans.

For spans in which the overhang exceeds three (3) feet six (6) inches, additional support will be required for the outside beams regardless of the type beam used. Details of the proposed support system shall be submitted by the Contractor for approval.

Holes in steel members for support of overhang brackets may be punched or drilled full size or may be torch cut to 1/4 inch under size and reamed full size. In no case shall the holes be burned full size. The hole shall be left open unless otherwise shown on the plans. The holes shall never be filled by welding.

420.10. Placing Reinforcement. Reinforcement shall be placed as provided in Item 440, "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders or to reinforcing steel except where shown on the plans to be permissible.

Post tensioning ducts shall be placed in accordance with the approved pre-stressing details, and in accordance with Item 426, "Pre-stressing". The Contractor shall maintain all ducts free of obstructions until all post tensioning operations are complete.

420.11. Placing Concrete-General. The Contractor shall give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement and other preparations.

The sequence of placing concrete shall be as shown on the plans or as required herein.

Concrete placement will not be permitted when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity, and temperature are such that concrete cannot be placed without cracking, concrete placement shall be done in the early morning or at night. When concrete mixing, placing, and finishing is done in other than daylight hours, provisions shall be made to adequately light the entire placement site. The Engineer will approve the adequacy of such lighting before operations are begun.

Where work has been started and changes in weather conditions require protective measures, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall, or from freezing temperatures as outlined in Article 420.12. If necessary to continue operations during rainfall, the Contractor shall also provide protective coverings for the material stockpiles. Aggregate stockpiles need to be covered only to the extent necessary to control the moisture

conditions in the aggregates.

After concrete has achieved initial set, at least one (1) curing day shall elapse before placing strain on projecting reinforcement in order to prevent damage to the concrete.

(1) Placing Temperature. The temperature of all concrete at the time of placement shall be not less than 50 F.

The temperature of cast-in-place concrete in bridge slabs and top slabs of direct traffic structures shall not exceed 85 F when placed. Concrete diaframs, parapets, concrete portions of railing, curbs, and sidewalks, unless monolithically placed with the slab, will not be subject to the above maximum. Other portions of structures, when shown on the plans, shall require the temperature control specified.

For mass concrete placements, as defined in Subarticle 420.11 (10), the concrete temperature at the time of placement shall not exceed 75 F.

(2) Transporting Time. The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall conform to the requirements in Table 1.

Table 1
Temperature-Time Requirements

Concrete Temp (at point of placement)	Max Time (No Retarding Agent) Minutes	Max Time(1) (With Retarding Agent) Minutes
	Non-Agitated Concrete	
Above 80 F		30
80 F and Below	15	45
	30	
	Agitated Concrete	
Above 90 F		75
Above 75 F thru		90
90 F	45	120
75 F and Below	60	
	90	

(1) Normal dosage of retarder

(3) Transporting Equipment. The method and equipment used to transport concrete to the forms shall be capable of maintaining the rate of placement shown on the plans or required by the Engineer. Concrete may be transported by buckets, chutes, buggies, belt conveyors, pumps or

other methods.

When belt conveyors or pumps are used, sampling for testing should be done at the discharge end. When in the opinion of the Engineer, it is deemed impractical to sample at the discharge end, sampling may be done at the mixer provided that correlation testing is performed and documented to ensure specification requirements are met at the discharge end.

Concrete transported by conveyors shall be protected from sun and wind, if necessary, to prevent loss of slump and workability. Pipes through which concrete is pumped shall be shaded and/or wrapped with wet burlap, if necessary, to prevent loss of slump and workability. Concrete shall not be transported through aluminum pipes, tubes, or other aluminum equipment.

Pump lines shall conform to the following:

For Grade 2 coarse aggregate and smaller, the minimum size pump line shall be five (5) inches ID.

For Grade 1 coarse aggregate, the minimum size pump line shall be eight (8) inches ID.

Chutes, troughs, conveyors or pipes shall be arranged and used so that the concrete ingredients will not be separated. When necessary to prevent segregation, such equipment shall terminate in vertical down-spouts. Open troughs and chutes shall extend, if necessary, down inside the forms or through holes left in the forms.

All transporting equipment shall be kept clean and free from hardened concrete coatings. Water used for cleaning shall be discharged clear of the concrete.

(4) Forms. Openings in forms shall be provided, if needed, for the removal of laitance or foreign matter.

All forms, pre-stressed concrete panels, T-beams, and concrete box beams on which concrete is to be placed shall be wetted thoroughly prior to placing concrete thereon. Any remaining puddles of excess water shall be removed. The top of such members shall be in a moist surface dry condition when concrete is placed on them.

(5) Handling, Placing, and Consolidation. The method of handling, placing, and consolidation of concrete shall minimize segregation of the concrete and displacement of the reinforcement. A uniform dense compact mass shall be produced.

(a) Handling and Placing. Concrete shall not have a free fall of more than five (5) feet, except in the case of thin walls such as in culverts or as specified in other items. Any hardened concrete splatter ahead of the plastic concrete shall be removed.

Each part of the forms shall be filled by depositing concrete as near its final position as possible. Depositing large quantities at one point and running or working the concrete along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches in thickness, unless otherwise directed by the Engineer.

Cold joints in a monolithic placement shall be avoided. The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogeneous mass with the previously placed concrete. Not more than one (1) hour shall elapse between adjacent or successive placements of concrete, except as otherwise required by an approved placing procedure when revibration of the concrete is shown on the plans or specifications. This time requirement may be extended by 1/2 hour when the concrete contains not less than a normal dosage of retarding admixture.

An approved retarding agent shall be used to control stress cracks and/or cold joints in placements where differential settlement and/or setting time may induce stress cracking.

(b) Consolidation. All concrete shall be well consolidated and the mortar flushed to the form surfaces with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least one (1) stand-by vibrator shall be provided for emergency use in addition to those required for placement.

The concrete shall be vibrated immediately after deposit. A systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. The vibrator may be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches into the preceding lift. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

(6) Slabs. Unless otherwise shown on the plans or other specifications, slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until the slabs have aged at least four (4) full curing days. For the remainder of the curing period, timber planking will be required for carting of the concrete. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and, when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

A longitudinal screed may be placed directly on previously placed concrete slabs for the purpose of checking and grading of an adjacent slab after the previously placed slab has aged not less than 24 hours. Actual screeding may be done after the previously placed slabs have aged at least 48 hours.

(7) Continuous Placements. For continuous placement of the deck on steel units, the initial set of the concrete shall be retarded sufficiently to insure that the concrete remains plastic in not less than three (3) spans immediately preceding the slab being placed. For simple spans, retardation shall be required only if necessary to complete finishing operations or as required by Article 420.13.

(8) Fogging and Interim Curing. From the time of initial strike off of the concrete until finishing is completed and required interim curing is in place, the unformed surfaces of slab concrete in bridge decks and top slabs of direct traffic culverts shall be fogged when necessary to replace water loss due to evaporation.

Fogging equipment shall be capable of applying water in a fine mist, not a spray. The fog shall be produced using equipment which pumps water or water and air under high pressure through a suitable atomizing nozzle. The equipment shall be hand operated and sufficiently portable for use in the direction of any prevailing wind. It shall be adaptable for intermittent use as directed by the Engineer to prevent excessive wetting of the concrete.

Interim curing will be required for slab concrete in bridge decks and top slabs of the direct traffic culverts immediately upon completion of final finish. Type 1-D membrane curing compound (Resin Base Only) will be required. Water curing will be required in accordance with Article 420.20 and shall be commenced as soon as possible without damaging the surface finish.

(9) Installation of Dowels and Anchor Bolts. Dowels and anchor bolts may be cast-in-place or installed by grouting with grout, epoxy or epoxy mortar. Holes for grouting may be formed or drilled.

(a) General. Holes for anchor bolts shall accommodate the bolt embedment required by the plans. Holes for dowels shall be a minimum of 12 inches deep unless otherwise shown on the plans. When grout or epoxy mortar is used, the diameter of the hole shall be not less than twice the dowel or bolt diameter nor more than the diameter plus 1 1/2 inches. When using epoxy, the hole diameter shall be 1/16 inch to 1/4 inch greater than the dowel or bolt diameter.

Holes shall be thoroughly cleaned of all loose material, oil, grease, or other bond breaking substance and blown clean with filtered compressed air. Holes shall be in a surface dry condition when epoxy type material is used. Holes shall be in a surface moist condition when portland cement grout is used. The Contractor shall develop and demonstrate a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts that is satisfactory to the Engineer. The void between the hole and dowel or bolt shall be completely filled with grouting material.

(b) Cast-in-Place or Grouted Systems. Portland cement grout, epoxy, epoxy mortar, or other prepackaged grouts as approved by the Engineer may be used.

Portland cement grout shall conform to the pertinent provisions of Item 421, "Portland

Cement Concrete". Epoxy (Type V) and Epoxy Mortar (Type VIII) shall conform to Item 575, "Epoxy". Grout, epoxy or epoxy mortar may be used as the binding agent unless otherwise indicated on the plans.

(c) Other Anchor Systems. These systems shall be in accordance with the plans and approved by the Engineer.

(10) Mass Placements. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, the Contractor shall develop a plan to assure that during the heat dissipation period, the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35 F.

A detailed plan, along with an analysis of the associated heat generation and dissipation (heat flow analysis) shall be submitted to the Engineer for approval. No concrete shall be placed until this plan is approved.

This plan may include a combination of the following:

1. Selection of concrete ingredients to minimize heat of hydration.
2. Using ice or cooling concrete ingredients.
3. Controlling rate of concrete placement.
4. Using insulation to control heat loss.
5. Using supplemental heat to control heat loss.
6. Use of fly ash.

The Contractor shall furnish and install two (2) sets of strip chart temperature recording devices or approved equivalent at locations designated by the Engineer. These devices shall be accurate to within +/- 2 F within the range of 32 F to 212 F and shall be used to simultaneously measure the temperature of the concrete at the core and the surface.

420.12. Placing Concrete in Cold Weather. The Contractor is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the Engineer for placing during cold weather will not relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

Concrete may be placed only when the atmospheric temperature is greater than 35 F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32 F.

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature, the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180 F, nor shall the aggregate temperature exceed 150 F. The heating apparatus shall heat the mass of aggregate uniformly. The temperature

of the mixture of aggregates and water shall be between 50 F and 85 F before introduction of the cement.

The Contractor shall provide and install recording thermometer(s) or other suitable temperature measuring device(s) to verify that all concrete is effectively protected as follows:

(a) The temperature of all unformed surfaces of bridge decks and top slabs of direct traffic culverts shall be maintained at 50 F or above for a period of 72 hours from time of placement and above 40 F for an additional 72 hours.

(b) The temperature at the surface of all concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottom of slabs, and other similar formed concrete shall be maintained at 40 F or above for a period of 72 hours from time of placement.

(c) The temperature of all concrete, including the bottom slabs (footings) of culverts placed on or in the ground, shall be maintained above 32 F for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means, and if necessary, supplementing such covering with artificial heating. Curing as specified under Article 420.20 shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand and ready for use before permission is granted to begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed prior to form removal and acceptance.

420.13. Placing Concrete in Hot Weather. Unless otherwise directed by the Engineer, when the temperature of the air is above 85 F, an approved retarding agent will be required in all concrete used in superstructures and top slabs of direct traffic culverts.

420.14. Placing Concrete in Water. Concrete shall be deposited in water only when shown on the plans or with the written permission of the Engineer. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping of water will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, or other approved method, and shall not be permitted to fall freely through the water nor shall the concrete be disturbed after being placed. The concrete surface shall be kept approximately level during placement.

The tremie shall consist of a water-tight tube of a diameter which will permit adequate placement of the concrete, but not greater than 14 inches. The tremie shall be constructed so that the bottom

can be sealed and opened after the tremie is in place and fully charged with concrete. The tremie shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

The placing operations shall be continuous until the work is complete.

Unless otherwise specified, all classes of concrete placed under water, except Class E and Class SS, shall be redesigned to contain an additional sack of cement per cubic yard more than the mix design being used. Pilot beam tests may be waived by the Engineer for this redesign.

420.15. Placing Concrete in Superstructure. Unless otherwise shown on the plans, simple span bridge slabs shall be placed without transverse construction joints by using either a mechanical longitudinal screed or a self propelled transverse finishing machine. For small placements or for unusual conditions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. The screed shall be adequately supported on a header or rail system sufficiently stable to withstand the longitudinal or lateral thrust of the equipment. Unless otherwise shown on the plans, temporary intermediate headers will be permitted for placements exceeding 50 feet in length for the longitudinal screed, provided the rate of placement is rapid enough to prevent a cold joint and that these headers are designed for early removal to permit satisfactory consolidation and finish of the concrete at their locations.

Unless otherwise shown on the plans, slabs on continuous units shall be placed in one continuous operation without transverse construction joints using a mechanical longitudinal screed or a self propelled transverse finishing machine. For unusual conditions, such as widening, variable cross slopes or transitions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. Rails for transverse finishing machines which are supported from the beams or girders shall be installed so that the supports may be removed without damage to the slab. Bond between removable supports and the concrete shall be prevented in a manner acceptable to the Engineer. Rail support parts which remain embedded in the slab shall not project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders shall be subject to the requirements of Article 420.3.

Unless otherwise shown on the plans, for transverse screeding, the minimum rate of concrete placement shall be 30 linear feet of bridge deck per hour. The Contractor shall furnish personnel and equipment capable of placing, finishing and curing the slab at an acceptable rate to insure compliance with the specifications.

The profile gradeline may require adjustment, due to variation in beam camber and other factors, to obtain the required cover over the slab reinforcement. Beams shall be set in a sufficient number of spans so that when adjustment is necessary, the profile gradeline can be adjusted over suitable increments and the revised gradeline will produce a smooth riding surface.

One (1) or more passes shall be made with the screed over the bridge deck segment prior to the placement of concrete thereon to insure proper operation and maintenance of grades and clearances.

Slab concrete shall be deposited between the exterior beam and the adjacent beam prior to placing concrete in the overhang portion of the slab.

For transverse screeding, concrete shall be placed in transverse strips. Additionally, on profile grades greater than 1 1/2 percent, placement shall begin at the lowest end.

For longitudinal screeding, concrete shall be placed in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as provided herein, and the strip completed by placing uniformly in both directions toward the ends, except that for spans on a grade of 1 1/2 percent or more placing shall start at the lowest end.

The width of strips shall be such that the concrete therein will remain plastic until the adjacent strip is placed. Where monolithic curb construction is specified, the concrete shall be placed therein in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

An approved system of checking shall be used to detect any vertical movement of the forms or falsework. Forms for the bottom surface of concrete slabs, girders and overhangs shall be maintained to the required vertical alignment during concrete placing.

Unless otherwise shown on the plans, girders, slab and curbs of slab and girder spans shall be placed monolithically. Concrete girder stems shall be filled first and the slab concrete placed within the time limits specified in Article 420.11.

Construction joints, when permitted for slab placements on steel and prestressed concrete beams, shall be as shown on the plans. Where plans permit segmental placing without specifying a particular order of placement, any logical placing sequence which will not result in the overstressing of any of the supporting members will be permitted subject to the approval of the Engineer.

Any falsework under steel girder or truss spans shall be released and the spans swung free on their permanent supports before placing any slab concrete thereon.

When the curb forms are filled, the top of curb and sidewalk section shall be brought to the correct camber and alignment and finished as described in Articles 420.18 and 420.23.

420.16. Placing Concrete in Box Culverts. Where the top slab and walls are placed monolithically in culverts more than four (4) feet in clear height, an interval of not less than one (1) nor more than two (2) hours shall elapse before placing the top slab to allow for settlement and shrinkage in the wall concrete.

The footing slab shall be accurately finished at the proper time to provide a smooth uniform surface. Top slabs which carry direct traffic shall be finished as specified in Article 420.19. Top slabs of fill type culverts shall be given a float finish.

420.17. Placing Concrete in Foundation and Substructure. Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer and permission has been given to proceed.

Placing of concrete footings upon seal concrete will be permitted after the cofferdams are free from water and the seal concrete cleaned. Any necessary pumping or bailing during the concreting operation shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints.

When footings can be placed in a dry excavation without the use of cofferdams, forms may be omitted, if approved by the Engineer, and the entire excavation filled with concrete to the elevation of the top of footing. In this case, measurement for payment will be based on the footing dimensions shown on the plans.

Concrete in columns shall be placed monolithically between construction joints unless otherwise provided. Columns and caps and/or tie beams supported thereon may be placed in the same operation. To allow for settlement and shrinkage of the column concrete, it shall be placed to the lower level of the cap or tie beam and placement delayed for not less than one (1) hour nor more than two (2) before proceeding.

420.18. Treatment and Finishing of Horizontal Surfaces Except Roadway Slabs. All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Bridge sidewalks shall be given a wood float or broom finish or may be striped with a brush, as specified by the Engineer.

The tops of caps and piers between bearing areas shall be sloped slightly from the center toward the edge, and the tops of abutments and transition bents sloped from the backwall to the edge, as directed by the Engineer, so that the water drains from the surface. The concrete shall be given a smooth trowel finish. When shown on the plans, the top of caps and piers shall be coated with Type X epoxy material except for areas under shoes and bearing pads. Unless otherwise shown on the plans, the color shall be concrete gray. The color of the epoxy may be adjusted to concrete gray by the use of a black universal type tinting paste. Bearing areas for steel units shall be constructed in accordance with Item 441, "Steel Structures".

Bearing seat build-ups or pedestals for concrete units may be cast integrally with the cap or with a construction joint as follows:

The bearing seat build-ups shall be constructed of a latex based mortar or an epoxy mortar, mixed in accordance with the manufacturer's recommendation. Pedestals shall be constructed of Class "C" concrete, reinforced as shown on the plans.

Bearing areas under elastomeric pads or non-reinforced bearing seat build-ups shall be given a textured, wood float finish.

420.19. Finish of Roadway Slabs. In all roadway slab finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

For concrete slab or concrete slab girder spans cast in place on falsework, an additional amount of camber shall be provided to offset the initial and final deflections of the span. The additional amount of camber shall be determined from the dead load deflection diagram shown on the plans. When dead load deflection is not shown on the plans, the additional amount of camber shall be 1/8 inch per ten foot of span length but not to exceed 1/2 inch. For pan girder spans the additional camber for initial and final deflections shall be approximately 1/2 inch for 30 foot spans and 5/8 inch for 40 foot spans unless otherwise directed by the Engineer.

Roadway slabs supported on pre-stressed concrete, steel beams or girders shall receive no additional camber, except that for slabs without vertical curvature, the longitudinal camber shall be approximately 1/4 inch.

Dead load deflection shall be taken into account in setting the grades of headers and rail systems.

Work bridges or other suitable facilities shall be provided by the Contractor from which to perform all finishing operations and check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be approximately leveled, struck off and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber or section. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds, except those of the roller drum type, shall be provided with metal cutting edges.

Longitudinal screeds shall be moved across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids.

If necessary, the screeded surface shall be worked to a smooth finish with a long handled wood or metal float, or hand floated from bridges over the slab.

When required by the Engineer, the Contractor shall perform sufficient checks with a long handled 10 foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Rail support holes shall be filled with concrete and finished to match the top of the slab.

Unless otherwise shown on the plans, when no additional wearing course is to be placed, the bridge deck surface shall be given a grooved steel tine finish. The grooves shall be approximately 1/8 to 3/16 inch deep, approximately 1/8 inch wide. The tines shall be randomly spaced approximately 3/4 to one (1) inch apart. The grooves shall run perpendicular to the structure center line when a transverse screed is used and parallel to the structure centerline when a longitudinal screed is used. Areas which receive insufficient texture depth shall receive additional texturing, when directed by the Engineer, by saw grooving in accordance with the procedure given below.

At the option of the Contractor, or when shown on the plans, the surface shall be given its final texture by saw grooving to meet the above requirements. Saw grooving may be done a minimum of four (4) days after the slab concrete has been placed. If saw grooving is done prior to the completion of curing, the curing shall be continued after sawing to provide the minimum curing time required.

When shown on the plans that a concrete overlay is to be placed on the slab (new construction) or on pre-stressed concrete box beams or other precast elements, the slab or the top surface of shear key and diafram concrete shall be given a broom finish. The finish shall have an average texture depth of approximately 0.035 inches with any individual test, not falling below 0.020 inches unless otherwise shown on the plans, when tested in accordance with Test Method Tex-436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

When the plans require that an asphaltic seal, with or without overlay, on the slab (new construction), on pre-stressed concrete box beams or other precast elements, the slab or top surface of shear key and diafram concrete shall be given a lightly textured broom finish having an average texture depth of approximately 0.025 inches when tested in accordance with Test Method Tex-436-A.

Straightedge requirements will be required on slabs (new construction) to be overlaid.

After the concrete slab has attained final set, the Engineer may require that the finished surface be tested with a standard 10 foot straightedge. The straightedge shall be used parallel to the centerline of the structure to bridge any depressions and touch high spots. Ordinates of the irregularities, measured from the face of the straightedge to the surface of the slab, should normally not exceed 1/8 of an inch, making proper allowances for camber, vertical curve and surface texture; however, occasional variations exceeding this will be acceptable if, in the opinion of the Engineer, the variations will not produce unacceptable riding qualities.

When directed by the Engineer, irregularities exceeding the above shall be corrected. Areas which are corrected to produce satisfactory riding qualities shall be provided with an acceptable surface texture in a manner approved by the Engineer.

420.20. Curing Concrete. The Contractor shall inform the Engineer of the methods proposed for curing; shall provide the proper equipment and material in adequate amounts; and shall have the proposed methods, equipment and material approved prior to placing concrete.

Unless otherwise noted herein or shown on the plans, the choice of curing methods shall be at the option of the Contractor, except that the Engineer may require the same curing methods for like portions of a single structure.

Inadequate curing and/or facilities shall be cause for the Engineer to delay all concrete placement on the job until remedial action is taken.

All concrete shall be cured for a period of four (4) curing days except as noted herein.

Table 2
EXCEPTIONS TO 4-DAY CURING

Description	Type of Cement	Required Curing Days
Upper surfaces of bridge slabs, top slab of direct traffic culverts, and concrete overlays	I or III	8
	II or I/II*	10
	All types with fly ash	10
Concrete Piling Build-ups	All	6

*Meets the requirements of both Type I and Type II.

When the air temperature is expected to drop below 40 F, the concrete shall be covered with polyethylene sheeting, burlap-polyethylene blankets, mats or other acceptable materials to provide the protection required by Article 420.12.

A curing day is defined as a calendar day when the temperature, taken in the shade away from artificial heat, is above 50 F for at least 19 hours, or on colder days if satisfactory provisions are made to maintain the temperature of all surfaces of the concrete above 40 F for the entire 24 hours. The required curing period shall begin when all concrete therein has attained its initial set.

The following methods are permitted for curing concrete subject to the requirements of Table 3 and the following additional requirements for each method of curing:

(1) Form Curing. When forms are left in contact with the concrete, other curing methods

will not be required except for exposed surfaces and for cold weather protection.

(2) Water Curing. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as specified in Item 421, "Portland Cement Concrete". Sea water will not be permitted. Water which stains or leaves an unsightly residue shall not be used.

(a) Wet Mat Curing. This curing method shall consist of keeping the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. Damp burlap blankets made from nine (9) ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of cotton mats. The cotton mats may then be placed dry and wetted down immediately after they are placed. The mats shall be weighted down adequately to provide continuous contact with all concrete where possible.

Surfaces which cannot be cured by direct contact shall be covered with mats forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet. Wet mat curing will be required for Part A in Table 3 when the anticipated ambient temperature is expected to remain above 40 F for the first 72 hours of the curing period.

Polyethylene sheeting, burlap-polyethylene blankets, laminated mats or insulating curing mats placed in direct contact with the slab will be required when the air temperature is expected to drop below 40 F during the first 72 hours of the curing period. These curing materials shall be weighted down with dry mats to maintain direct contact with the concrete and to provide insulation against cold weather. Supplemental heating or insulation may be required in cold and/or wet weather if the insulating cotton mats become wet or if the concrete drops below the specified curing temperature.

(b) Water Spray. This curing method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.

(c) Ponding. This curing method requires the covering of the surfaces with a minimum of two (2) inches of clean granular material, kept wet at all times, or a minimum of one (1) inch depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.

(3) Membrane Curing. Unless otherwise provided herein or shown on the plans, either Type 1-D or Type 2 membrane curing compound may be used where membrane curing is permitted except that Type 1-D (Resin Base Only) will be required for bridge slabs and top slabs of direct traffic culverts and all other surfaces which may require a higher grade of surface finish.

Table 3

CURING REQUIREMENTS

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Complete Curing
A. Upper surfaces of Bridge Roadway, Median and Sidewalk slabs, Top Slabs of Direct Traffic Culverts.	X	X (Resin Base)		
B. Top Surface of any Concrete Unit upon which Concrete is to be placed and bonded at a later interval (Stub Walls, Risers, etc.). Other Super structure Concrete (Curbs Wingwalls, Parapet Walls, etc.).	X			
C. All Substructure Concrete, Culverts, Box Sewers, Inlets, Manholes, Retaining Walls, Riprap, Railing			*X	*X
All other concrete	As specified in other items.			

*Polyethylene Sheeting, Burlap-Polyethylene Mats or Laminated Mats in close intimate contact with the concrete surfaces will be considered equivalent to water or membrane curing.

For substructure concrete only one (1) type of curing compound will be permitted on any one (1) structure. Material requirements and construction methods shall be as required by Item 526, "Membrane Curing", except as changed herein.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane. Unless otherwise noted herein or shown on the plans, the choice of membrane type shall be at the option of the Contractor.

420.21. Removal of Forms and Falsework. Except as herein provided, forms for vertical surfaces may be removed when the concrete has aged not less than 12 hours, provided the removal can be done without damage to the concrete.

Forms for inside curb faces may be removed at such time the removal can be done without damage to the curb.

Weight supporting forms and falsework for all bridge components and culvert slabs, except as noted herein, shall remain in place a minimum of four (4) curing days. The forms then may be removed if the concrete has attained a flexural strength of 425 psi, as evidenced by strength tests using test beams made from the same concrete and cured under the same conditions as the portion of the structure involved. Forms for other structural components may be removed as specified by the Engineer.

Inside forms (walls and top slabs) for box culverts and sewers may be removed after concrete has aged not less than one (1) day (24 hrs.) and has acquired a flexural strength of not less than 255 psi, provided an overhead support system, approved by the Engineer, is used to transfer the weight of the top slab to the walls of the box culvert or sewer before the support provided by the forms is removed.

When all test beams made for the purpose of form removal have been broken without attaining the required strength, forms shall remain in place for a total of 14 curing days.

The above provisions relative to form removal shall apply only to forms or parts thereof which are constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

All forms and falsework shall be removed unless otherwise approved by the Engineer.

420.22. Defective Work. Any defective work shall be repaired as soon as possible.

Any defect which in the opinion of the Engineer cannot be repaired satisfactorily to the extent required by the Engineer shall be removed and replaced at the expense of the Contractor.

420.23. Finishing Exposed Surfaces. A Surface Finish shall be applied to all concrete surfaces and shall be in accordance with Item 427, "Surface Finishes for Concrete".

420.24. Measurement. The quantities of concrete of the various classifications which will constitute the completed and accepted structure or structures in place will be measured by the cubic yard, each, square foot, square yard, or linear foot as shown on the plans. Measurement will be as follows:

(1) General.

(a) All concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer. Diafram concrete, when required, will be included in the slab measurement.

(b) In determining quantities, no deductions will be made for chamfers less than two (2) inches, embedded portions of structural steel or pre-stressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, conduit and/or voids for pre-stressed tendons or for embedded portions of light fixtures.

(c) For pan girder spans, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

(d) For slabs on steel and pre-stressed beams, a quantity for the haunch between the slab and beams will be included when required. No measurement will be made during construction for variation in the amount of haunch concrete due to deviation from design camber in the beams.

(e) For slabs on panels, T-beams, or box beams, the combination of span length, theoretical camber in beams, computed deflections, and plan vertical curve will be taken into account in determining the quantity for the slab.

Additional concrete which may be required by an adjustment of the profile grade line during construction, to insure proper slab thickness, will not be measured for payment.

(f) Variation in concrete headwall quantity incurred when an alter- nate bid for pipe is permitted will not be measured for payment.

(g) Quantities revised by a change in design, measured as specified herein, will be increased or decreased, as the case may be, and included for payment.

(2) Plan Quantity. For structure elements designated in Table 4, and when measured by the cubic yard, this is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

When the quantity for a complete structure element has been erroneously included or omitted from the plans, the quantity shown on the plans for that element will be added to or deducted from the plan quantity and included for payment. A complete structure element will be the smallest portion of a total structure for which a quantity is included on the plans.

When the plan quantity for a complete structure element is in error by five (5) percent or more, a recalculation will be made and the corrected quantity included for payment.

(3) Measured in Place. For those Items not measured for plan quantity payment, measurement will be made in place.

Table 4
PLAN QUANTITY PAYMENT
(Cubic Yard Measurement Only)

Culverts and Wingwalls	Slabs on Steel Spans
Headwalls for pipe	Slabs on Pre-stressed Spans
Retaining Walls	Pan Girder Spans
Inlets and Manholes	Pile Bent Caps
Slab Spans	Shear Key Concrete
Slab and Girder Spans	Abutments

Note: Other structure elements may be paid for as "plan quantity", including pier and bent concrete, when shown on the plans.

For those portions of structures not listed in Table 4, the concrete quantities, measured as provided in Subarticle 420.24.(1) will be paid for at the unit price bid per "Cubic Yard", per "Each", per "Square Foot", per "Square Yard", or per "Linear Foot", in place, for the various classifications of concrete shown.

420.25. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various structure elements specified of the various classes of concrete. This price shall be full compensation for furnishing, hauling and mixing all concrete materials; for furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; for all clips, blocks, metal spacers, ties, wire or other materials used for fastening reinforcement in place; for placing, finishing and curing all concrete; for all grouting and pointing; for furnishing and placing drains; for furnishing and placing metal flashing strips; for furnishing and placing expansion-joint material required by this Item; and for all forms and falsework, labor, tools, equipment and incidentals necessary to complete the work.

Concrete which fails to meet minimum strength requirements may be rejected or a structural review may be made by the Engineer. Such concrete which is proven structurally adequate may be accepted at an adjusted price based on the following formula:

$A = .10Bp + .75(Sa/Ss)^2 Bp$
A = Amount to be paid per unit of measure
Sa = Actual strength from beams or cores.
Ss = Minimum required strength (specified)
Bp = Unit bid price

*** * * END OF SECTION * * ***

SECTION ITEM 421

PORTLAND CEMENT CONCRETE

421.1. Description. This Item shall govern for portland cement concrete to be used in concrete pavement, concrete structures and other concrete construction.

421.2. Materials. The concrete shall be composed of portland cement, (with or without) fly ash, fine and coarse aggregates and water.

(1) Cement. Portland cement shall conform to Item 524, "Hydraulic Cement".

Unless otherwise shown on the plans or in the specifications, the cement shall be either Type I, IP, II or III portland cement except as follows:

a. Type III cement shall not be used when the anticipated air temperature for the succeeding 12 hours will exceed 60 F.

b. Type III cement may be used, regardless of air temperature, in all precast concrete.

All cement used in a monolithic placement shall be of the same type.

Type I/II cement may be considered as either Type I or Type II cement except as otherwise noted.

Type IP cement may be used in lieu of Type I or Type II cement except when otherwise required by the plans or specifications. When Type IP cement is used, additional fly ash will not be permitted.

(2) Fly Ash. Fly ash shall conform to the requirements of Departmental Materials Specification D-9-8900. Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of Type I, II or III portland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white portland cement is required.

(3) Mixing Water. Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts

per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in concrete. Tests shall be made in accordance with AASHTO T26. A sample of approximately one (1) gallon shall be submitted to the Texas Department of Transportation, Division of Materials and Tests, 3800 Jackson Ave., Bldg. No. 5, Austin, Texas 78731-6033.

Water used in white portland cement concrete shall be free from iron and other impurities which may cause staining or discoloration.

(4) Coarse Aggregate. Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating. When white portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than one (1.0) percent by weight of shale, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tex-410-A.

Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements.

When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1, except as provided in Subarticle 427.8.(3) for exposed aggregate finishes.

TABLE 1

COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size Inches	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	1/2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

*Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33.

The loss by decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps, shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

(5) Fine Aggregate. Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall be not less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown in Table 2.

Table 2

FINE AGGREGATE GRADATION CHART

	Percent Retained on Each Sieve							
Aggregate Grade No.	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete, except class K, the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A. The fineness modulus for class K shall be 2.6 to 2.8 unless otherwise shown on the plans.

(6) Mineral Filler. Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material. When tested in accordance with Test Method Tex-401-A, it shall conform to the following gradation:

Retained on No. 30 Sieve 0 percent

Retained on No. 200 Sieve 0-35 percent

(7) Admixtures. Admixtures and their use shall conform to the requirements of Item 437, "Concrete Admixtures". Calcium chloride will not be permitted.

(8) Mortar and Grout. Unless otherwise specified or approved by the Engineer, mortar and grout shall consist of one (1) part portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Post tensioning grout shall be in accordance with Item 426, "Prestressing".

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the Engineer, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

421.3. Storage of Materials.

(1) Cement, Fly Ash and Mineral Filler. All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open on a raised platform and under waterproof covering for a maximum of 48 hours.

(2) Aggregates. The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without re-cleaning.

When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended as approved by the Engineer prior to stockpiling.

Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized. The Engineer may require that stockpiles be remixed when segregation is apparent.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled when directed by the Engineer.

To assure uniform concrete, aggregate stockpiles shall be maintained at reasonably uniform moisture content.

(3) Admixtures. Admixtures shall be stored in accordance with Item 437, "Concrete Admixtures".

421.4. Measurement of Materials. Except as noted below, the measurement of materials used in batches of concrete shall be by weight.

Water may be measured by volume or by weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted except for small hand mixed batches of approximately five (5) cubic feet or less and when an approved method of volumetric measurement is used.

Where two (2) or more sizes or types of aggregates are used, each type and/or size shall be measured separately.

When determining aggregate batch weights, proper allowance shall be made for the water content in the aggregate (free water and/or absorption).

Admixtures shall be measured and dispensed in accordance with Item 437, "Concrete Admixtures".

Measuring materials by volumetric methods may be used where permitted by the specifications. When a mixer using volumetric batching of materials is used, an accurate method of measuring by volume shall be provided. Continuous volumetric mixers shall be calibrated to assure correct measurement of materials.

The amount of each ingredient in the batch shall be measured to within plus or minus one (1) percent of the required amount except that water shall be measured to within plus or minus one (1) gallon and admixture tolerances shall be in accordance with Item 437, "Concrete Admixtures".

421.5. Equipment.

(1) Weighing and Measuring Equipment. Weighing and measuring equipment shall conform to Item 520, "Weighing and Measuring Equipment".

(2) Mixing Equipment.

(a) General. All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition as to insure completion of the work under way without excessive delays for repairs or replacement.

The mixer shall be of an approved type and size that will produce uniform distribution of the material throughout the mass and shall be capable of producing concrete meeting the requirements of these specifications.

The mixing equipment shall be capable of producing the quantities of concrete necessary to comply with requirements shown on the plans or in these specifications.

For all mixers, an adequate water supply and an accurate method of measuring the water shall be provided.

Delivery of concrete to the worksite and the discharge from the hauling equipment,

agitating, or non-agitating, shall be in accordance with the requirements shown on the plans or in the governing specifications.

Specific requirements for batch plants, mixers and other equipment shall be in accordance with Item 522, "Portland Cement Concrete Plants", Item 360, "Concrete Pavement", or other specifications, except that continuous volumetric mixers shall conform to Subarticle 421.5(2)(b) of this Item.

(b) Continuous Volumetric Mixers. For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer may be used.

When approved in writing by the Engineer or when specified for use in other Items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

(c) Portland Cement Concrete Plants. The use of ready-mixed concrete from a commercial source will be permitted for all structural concrete provided that the plant, truck mixers, and mixing equipment conform to the requirements of Item 522, "Portland Cement Concrete Plants". The use of ready-mix plants and ready-mix concrete for concrete pavement shall be in accordance with Item 360, "Concrete Pavement". The class of plant furnished shall conform to the requirements of Item 522, "Portland Cement Concrete Plants".

421.6. Mixing.

(1) General. Mixed concrete which does not conform to specification requirements shall not be placed. Mixing shall be in accordance with Item 522, "Portland Cement Concrete Plants", except that mixing with continuous volumetric mixers will be in accordance with Subarticle 421.6.(2) and except as set out in Subarticle 421.6.(3).

(2) Continuous Volumetric Mixers. Mixing shall be in accordance with mixer manufacturer's recommendations unless otherwise revised by the Engineer.

(3) Mixing of concrete by hand methods or by the use of a small motor driven mixer will be permitted for small placements of approximately two (2) cubic yards or less when authorized by the Engineer. Hand mixed batches shall not exceed a two (2) sack batch in volume. For such placements the mix may be proportioned by approved volumetric methods.

421.7. Placing, Curing and Finishing. The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Item 420, "Concrete Structures", Item 360, "Concrete Pavement", and Item 427, "Surface Finishes for Concrete".

421.8. Classification and Mix Design. The Contractor shall furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified, to conform with the requirements contained herein and in accordance with Construction Bulletin C-11. The Contractor shall perform, at his entire expense, the work required to substantiate the design, except that casting and testing of strength specimens will be done by the Department. Complete concrete design data shall be submitted to the Engineer for approval.

The Contractor shall determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project. The mixes shall conform to these specifications and other requirements shown on the plans.

For continuous volumetric mixers the materials delivered during a revolution of the driving mechanism, or in a selected time interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

The Contractor may accept a design from the Department; however, this acceptance will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these specifications.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

No charge will be made for existing designs furnished by the Engineer. The cost to the Department of preparing a new mix design will be charged to the Contractor and deducted from the payment for the work.

Trial batches shall be made and tested using all the proposed ingredients prior to the placing of concrete, and when the aggregate, and/or type, brand or source of cement, or admixture is changed. When the brand and/or source of cement only is changed, the Engineer may waive trial batch only if a prior record of satisfactory performance of the cement with the other ingredients has been established.

Trial batches generally shall be made in a mixer of adequate capacity to evaluate the design. The trial batches shall be made in a mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of its rated mixing capacity.

Concrete for pneumatically placed concrete shall be in accordance with Item 431, "Pneumatically Placed Concrete".

The coarse aggregate factor shall be selected in accordance with Construction Bulletin C-11 based on grade of the coarse aggregate and the fineness modulus of the sand.

The Contractor shall have the option of using chemical admixtures with all classes of concrete in accordance with Item 437, "Concrete Admixtures", except where the use of specific admixtures is required or prohibited in this or other items.

When a retarding admixture is required for hot weather concreting, the amount to be used will be as required in Item 437, "Concrete Admixtures", subject to change by the Engineer when required. When used for extended retardation, the amount to be used will be established by several trial batches with varying retarder content and simulating the placing conditions to be encountered and tested in accordance with Tex-440-A.

When entrained air is required, the concrete shall be designed to entrain five (5) percent air when Grade 1 or 2 coarse aggregate is used, six (6) percent when Grade 3 or 4 coarse aggregate is used, and seven (7) percent for Grades 5, 6 or 7 unless otherwise specified by the Engineer. Concrete as placed shall contain the proper amount of entrained air as required herein with a tolerance of plus or minus 1-1/2 percentage points. Acceptance of concrete with occasional variations between 1-1/2 and three (3) percentage points over the specified amount will be based on strength tests as required by the Engineer. Such concrete which fails to meet strength requirements may be accepted on the basis of structural reviews subject to the provisions of Article 420.25. When the quantity of entrained air is found to be more than three (3) percentage points over or two (2) percentage points under those values given herein, the concrete will be rejected.

Entrained air will be required for bridge slabs, top slabs of direct traffic culverts, concrete pavement, dense and regular concrete overlays, piers, bents, precast piling (nonprestressed), drilled shafts placed in water, bridge railing, concrete traffic barrier and for other items of work as may be specified, on the plans or in other specifications. Unless otherwise specified, entrained air will not be required when Class "H" concrete is used for precast traffic barrier or precast bridge repair.

Table 3
SLUMP REQUIREMENTS

Concrete Designation	Desired Slump Inches	Max Slump Inches
A. Structural Concrete		
(1) All drilled shafts	6	7
(2) Thin-Walled Section (9" or less)	4	5
(3) Slabs, Concrete Overlay, Caps, Column piers, Wall sections over 9", etc.	3	4
(4) Prestressed Concrete Members		
(5) Concrete traffic Barrier (cast-in-place or precast), Concrete Bridge Railing	4	5
	4	5

(6) Dense concrete overlay	3/4	1
(7) Concrete placed underwater	6	7
(8) Concrete with High Range Water Reducer	———	8
B. Concrete Pavement		
C. Riprap, curb, gutter, slip-formed and extruded concrete	1-1/2	3 max 1 min
	As Approved by the Engineer	

Note: No concrete will be permitted with a slump in excess of the maximums shown.

When high range water reducing admixtures are used, the slump shall not exceed eight (8) inches.

421.9. Quality of Concrete. The concrete shall be uniform, workable and of a consistency acceptable to the Engineer. The cement content, maximum allowable water/cement ratio, the desired and maximum slump, the proper amount of entrained air and the strength requirement for all classes of concrete shall conform to the requirements of these specifications. It shall be the responsibility of the Contractor to provide concrete meeting these requirements.

During the progress of the work, the Engineer will cast test cylinders and/or beams, perform slump and entrained air tests and will make temperature checks, as required, to insure compliance with the specifications.

Unless otherwise shown on the plans the Contractor shall furnish and properly maintain all test molds. The test molds shall meet the requirements of Test Methods Tex-418-A and Tex-448-A and, in the opinion of the Engineer, must be satisfactory for use at the time of use. In addition, the Contractor shall be responsible for furnishing personnel to remove the test specimens from the molds and transport them to the proper curing location at the schedule designated by the Engineer and in accordance with the governing specification. For all concrete items the Contractor shall have a wheelbarrow, or other container acceptable to the Engineer, available to use in the sampling of the concrete. The Contractor is responsible for disposing of used, broken test specimens.

All labor and equipment furnished by the Contractor will be considered subsidiary to the various bid items and will not be paid for directly.

A strength test is defined as the average of the breaking strength of two (2) cylinders or two (2) beams as the case may be. Each specimen will be tested in accordance with Test Methods Tex-418-A or Tex-448-A.

Slump tests will be performed in accordance with Test Method Tex-415-A. Entrained air tests will be performed in accordance with Test Method Tex-416-A.

If the required strength or consistency of the class of concrete being produced cannot be secured with the minimum cement specified or without exceeding the maximum water/cement ratio, the Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cast and cured in accordance with Test Method Tex-447-A.

The Contractor shall provide, operate and maintain curing facilities as described in Test Method Tex-447-A, for the purpose of curing test specimens.

When the specified concrete strength is by 28 day compressive strength tests, job control testing will be by seven day compressive strength tests. The minimum strength requirement for seven (7) day tests will be 70 percent of the specified minimum 28 day compressive strength. If the required seven (7) day strength is not obtained with the quantity of cement specified in Table 4, changes in the batch design will be made as specified in this article. For an occasional failure of the seven day compressive test, the concrete may be tested at 28 days for final evaluation.

Strength test requirements for Type II cement will govern when Type I/II cement is used.

Table 4

CLASSES OF CONCRETE

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
A	5.0	3000	425 390 (c)	6.5	1-2-3-4-8 (a) (d)	Drilled Shafts; Culverts, except Top Slab of Direct Traffic Culverts; Inlets; Manholes, Headwalls; Appr. Slabs; Curb; Gutter; Curb & Gutter, Conc. Retards; Sidewalks; Driveways; Conc. Pavement; Back-up Walls; Anchors
B	4.0	2000	280	8.0	2-3-4-5-6-7	Riprap, Small Roadside Signs and Anchors
C	6.0	3600	510 470 (c)	6.0	1-2-3-4-5 (d)	Drilled Shafts; Bridge Substructure; Bridge Railing; Culverts, except Top Slab of Direct Traffic Culverts; Wing Walls; Approach Slab; Concrete Traffic Barrier (cast-in-place)

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
D	3.0	1500	215	11.0	2-3-4-5-6-7	Riprap
E	6.0	3000	425	6.0	2-3-4-5	Seal Concrete
F	6.0 (8.0 Max)	As specified on plans	.85 f'c / 6	5.5	2-3-4-5	Railroad structures; occasionally for Bridge Piers, Columns or Bents
H	6.0	As specified on plans	N.A.	5.5	3-4-5-6	Prestressed Concrete Beams, Boxes, Piling and Concrete Traffic Barrier (Precast)
S	6.5	4000	570 525(c)	5.0	2-3- 4-5	Bridge Slab; Top Slab of Direct Traffic Culvert; Bridge Substructure
P	5.0	N.A.	555(b)	6.25	2-3	Concrete Pavement
DC	8.75	5500	720	3.6	6	Dense Concrete Overlay
CO	7.0	4600	640	4.5	6	Concrete Overlay
SS	7.0	3600	510	5.5	3-4-5	Slurry Displacement Shafts, Underwater Drilled Shafts
K	Requirements as specified on the plans or in other Items.					

(a) Grade 8 aggregate for use in extruded curbs, unless a larger size is approved by the Engineer.

(b) Minimum running average for concrete pavement (in accordance with construction Bulletin C-II).

(c) When Type II or Type I/II cement is used.

(d) Unless otherwise permitted by the Engineer, Grade I coarse aggregate may be used only in massive foundations with four (4) inch minimum clear spacing between reinforcing steel bars. Grade I aggregate may not be used in drilled shafts.

421.10. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

*** * * END OF SECTION * * ***

SECTION ITEM 440

REINFORCING STEEL

440.1. Description. This Item shall govern for the furnishing and placing of deformed and smooth reinforcing steel, of the sizes and details shown on the plans and in accordance with this Item.

All Producing Mills of reinforcing steel for the Texas Department of Transportation use shall be preapproved by the Division of Materials and Tests prior to furnishing reinforcing steel. Preapproval will be in accordance with Test Method Tex-741-I. A list of Department approved Producing Mills will be maintained by the Division of Materials and Tests. Reinforcing steel obtained from unapproved sources will not be permitted.

All reinforcing steel to be epoxy coated will be designated on the plans. Epoxy coating of reinforcing steel shall be in accordance with "Epoxy Coating of Reinforcing Steel" of this Item.

All epoxy applicators shall be preapproved by the Division of Materials and Tests prior to furnishing epoxy coated reinforcing steel. Preapproval will be in accordance with Test Method Tex-742-I. A list of Department approved applicators will be maintained by the Division of Materials and Tests.

440.2. Materials. Unless otherwise shown on the plans or specified herein, the reinforcing steel shall be Grade 60 and all bar reinforcement shall be deformed, conforming to one of the following:

(1) ASTM A615, Grades 40 or 60, open hearth, basic oxygen, or electric furnace new billet steel.

(2) ASTM A617, Grades 40 or 60, axle-steel.

(3) ASTM A616, Grade 60, rail steel will be permitted in concrete pavement only. ASTM A616 bars shall be furnished as straight bars only and bending is prohibited. Bend tests will not be required.

(4) ASTM A706, Grade 60, weldable reinforcing steel.

(5) Smooth Bars. Smooth bars for concrete pavement shall have a minimum yield strength of 60 ksi.

All other smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

(6) Spiral reinforcement shall be either smooth or deformed bars, or wire, of the minimum size or gage shown on the plans, or as specified herein.

Bars for spiral reinforcement shall comply with ASTM A675, Grade 80 (reference to ASTM A29 is voided) A615 or A617, Grade 40, unless otherwise shown on the plans. Smooth wire shall comply with ASTM A82 and deformed wire shall comply with ASTM A496.

In cases where the provisions of this Item are in conflict with the provisions of the ASTM Specification, the provisions of this Item shall govern.

Reinforcing steel to be structurally welded shall comply with ASTM A706 or shall have a carbon equivalency (C.E.) of not more than 0.55 %. A report of chemical analysis, showing the percentages of all elements necessary to establish the carbon equivalency, will be required for all reinforcing steel that is to be structurally welded. The above requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Item 448, "Structural Field Welding."

Carbon equivalency will be calculated using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

The nominal size, area and weight of reinforcing steel bars covered by this specification are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINA AREA SQ. IN.	WEIGHT PER LINEAR FT.
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

Smooth round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

(7) Wire for fabric reinforcement shall conform to ASTM A82 or A496. Wire fabric shall conform to ASTM A185 or A497.

When wire is ordered by size numbers, the following relation between size number, diameter in inches and area shall apply unless otherwise specified. Where deformed wire is required, the size number shall be preceded by "D," and for smooth wire the prefix shall be "W."

SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINAL AREA SQ. IN.
30	.0618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

Note: Fractional sizes between the sizes listed above are also available and acceptable for use.

Welded wire fabric will be designated as shown in the following example:

6 x 12 - W16 x W8; indicating six (6) inch longitudinal wire spacing and 12 inch transverse Wire spacing with smooth number 16 wire longitudinally and smooth number 8 wire transversely.

(8) Epoxy Coating. The epoxy coating material and the material used for the repair of the coating shall comply with the Departmental Materials Specification D-9-8130, "Epoxy Powder Coating For Reinforcing Steel." Copies of the Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483. An eight (8) ounce sample of epoxy powder and manufacturer's certifications will be required for each lot of epoxy powder used to coat materials for Department projects.

440.3. Bending. The reinforcement shall be bent cold, true to the shapes shown on the plans. Fabrication shall preferably be done in the shop. Field fabrication, if permitted, shall be done with equipment approved by the Engineer. Misfabricated, damaged or broken bars shall be rejected and replaced at the Contractor's expense. Damaged or broken bars imbedded in a previous concrete placement may be repaired with the approval of the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

Bends of 90° and greater in stirrups, ties and other secondary bars that enclose another bar in the bend shall be:

#3, #4, #5	4d
#6, #7, #8	6d

All bends in main bars and in secondary bars not covered above shall be:

#3 thru #8	6d
#9, #10, #11	8d
#14, #18	10d

Where bending of Grade 60 bars, sizes No. 14 or No. 18, is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM Specification. The required bend shall be 90 degrees around a pin having a diameter of 10 times the nominal diameter of the bar.

440.4. Tolerances. Fabricating tolerances for bars, from plan dimensions, shall not be greater than shown in Figure 1.

440.5. Storing. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected from damage and deterioration as approved by the Engineer. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil, or other foreign materials. Reinforcement shall be free from defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum cross-sectional area of a hand wire brushed specimen meets the requirements for the size of steel specified.

440.6. Splices. Splicing of bars, lap spliced or welded, shall be as shown on the plans or specified herein. Additional splices will require written approval of the Engineer.

Splices not provided for on the plans will be permitted in slabs 15 inches or less in thickness, columns, walls and parapets, but will not be included for measurement, subject to the following:

Unless otherwise approved by the Engineer, splices will not be permitted in bars 30 feet or less in plan length. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus one splice length, with no more than one individual bar length less than 10 feet. Lap splices not shown on the plans, but permitted herein, shall be made in accordance with Table 1. The specified concrete cover and proper spacing shall be maintained at such splices and the lap spliced bars placed in contact and securely tied together.

TABLE 1
Minimum Lap Requirements
for Bar Sizes Through No. 11

	LAP LENTH	
SIZE	**UNCOATED**	**COATED**
No. 3	1'-0"	1'-6"
No. 4	1'-6"	2'-3"
No. 5	1'-10"	2'-9"
No. 6	2'-3"	3'-4"
No. 7	3'-0"	4'-6"
No. 8	3'-9"	5'-7"
No. 9	4'-8"	7'-0"
No. 10	5'-7"	8'-4"
No. 11	6'-7"	9'-10"

Spiral steel shall be lapped a minimum of one turn.

Bar sizes No. 14 and No. 18 may not be lapped.

Welded splices shall conform to the requirements of the plans and Item 448, "Structural Field Welding." End preparation for butt welding reinforcing bars shall be done in the field. Delivered bars shall be of sufficient length to permit weld preparation.

Welded wire fabric shall be spliced using a lap length that will include the overlap of a minimum of two (2) cross wires plus two (2) inches on each sheet or roll. Splices using bars which develop equivalent strength and lapped in accordance with Table 1 will be permitted.

For box culvert extensions with less than one (1) foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 1. For extensions with more than one (1) foot of fill, a minimum of six (6) inch lap will be required.

440.7. Mechanical Couplers.

(1) General. When shown on the plans, mechanical splices may be made in the reinforcing steel bars using one of the following types:

Sleeve-Filler Type
Sleeve-Threaded Type
Sleeve-Swaged Type
Sleeve-Wedge Type

All couplers furnished by the Contractor shall be produced by a prequalified manufacturer. Prequalification shall be in accordance with Departmental Material Specification D-9-4510. Sleeve-wedge type couplers will not be permitted on coated reinforcing.

(2) Project Samples. For purposes of sampling couplers for use on an individual project, a lot of couplers shall be defined as 500 couplers, or fraction thereof, for each size and type. Prior to use on the project, three (3) test specimens shall be assembled using couplers selected at random from each lot received on the project. All test specimens shall be assembled from materials consigned to the project and shall be assembled in the presence of the Engineer. A test specimen shall consist of a coupler connecting two (2) 21 inch, or longer, bars using the same splice materials, position, equipment and procedures to be used to make splices in the work. The assembled test specimens shall be submitted to the Division of Materials and Tests for testing. Each lot of couplers shall be identified with tags or markings identifying the lot from which the samples were taken.

(3) Testing. Project samples will be tested to 125% of specified yield strength and for total slip requirements. When a test representing a lot of couplers fails to meet the requirements, four (4) additional couplers from that lot will be tested. If all four (4) tests meet the requirements, the lot will be accepted for use in the work. If any of the four (4) tests fail to meet the requirements, that lot of couplers will be rejected and not used in the work.

(4) Construction Methods. All coupling devices shall be installed in accordance with the manufacturer's recommendations. Protection of threaded male or female connections shall be provided and the threaded connections shall be clean when making the connection. Damaged threads shall not be repaired.

(5) Alternate Equivalent Strength. Alternate equivalent strength arrangements to be accomplished by substituting larger bar sizes, or more bars, will be considered if approved by the Engineer, in writing, prior to the fabrication of the systems.

440.8. Placing. Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars. Reinforcement shall be placed as near as possible in the position shown on the plans. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch. Cover of concrete to the nearest surface of steel shall meet the above requirements but shall never be less than one (1) inch.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement shall be -0, + 1/2 inch.

The reinforcement shall be accurately located in the forms, and firmly held in place, before and during concrete placement, by means of bar supports, adequate in strength and number in order to prevent displacement and to keep the steel at the proper distance from the forms. Bars shall be supported by standard bar supports with plastic tips, plastic bar supports approved by the Engineer or precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms. Bright basic bar supports may be used to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade shall be as approved by the Engineer.

For bar supports with plastic tips, the plastic protection shall have a minimum thickness of 3/32 of an inch and extend upward on the wire to a point at least 1/2 inch above the formwork.

All accessories such as tie wires, bar chairs, supports or clips used with epoxy coated reinforcement shall be of steel, fully coated with epoxy or plastic. Plastic supports approved by the

Engineer may also be used with epoxy coated reinforcement.

Mortar or concrete blocks shall be cast to uniform dimensions with adequate bearing area. A suitable tie wire shall be provided in each block for anchoring to the steel. The blocks shall be accurately cast to the thickness required in molds approved by the Engineer. The surface placed adjacent to the form shall be a true plane, free of surface imperfections. The blocks shall be cured by covering with wet burlap or mats for a period of 72 hours. Mortar for blocks shall contain approximately one (1) part portland cement to three (3) parts sand. Concrete for blocks shall contain nine (9) sacks of portland cement per cubic yard of concrete.

Individual bar supports shall be placed in rows at four (4) foot maximum spacing in each direction. Continuous type bar supports shall be placed at four (4) feet maximum spacing. Continuous bar supports will be required when permanent metal deck forms are used.

The exposure of the ends of longitudinals, stirrups and spacers used to position the reinforcement in concrete pipe and precast box culverts or sewers shall not be cause for rejection.

Reinforcing steel for bridge slabs, top slabs of direct traffic culverts and the top slabs of pre-stressed box beams shall be tied at all intersections except that where the spacing is less than one (1) foot in each direction, alternate intersections only need to be tied. For reinforcing steel cages for other structural members, the steel shall be tied at a sufficient number of intersections to provide a rigid cage of steel. Mats of wire fabric shall be fastened securely at the ends and edges.

Before concrete placement, all mortar, mud, dirt, etc., shall be cleaned from the reinforcement. Concrete shall not be placed until authorized by the Engineer.

If the reinforcement is not adequately supported or tied to resist settlement, floating upward, overturning of truss bars, or movement in any direction during concrete placement, concrete placement will be halted until corrective measures are taken.

440.9 Epoxy Coating of Reinforcing Steel.

(1) General. When shown on the plans, coating with epoxy of reinforcing bars, plain wire, deformed wire or welded wire fabric to be used as reinforcement for concrete shall conform to the requirements herein.

(2) Surface Preparation. The reinforcing steel shall be free of surface contaminants such as oil, grease or paint when received at the manufacturer's plant and prior to cleaning and coating. The surface of steel to be coated shall be cleaned by abrasive blast cleaning to near white metal in accordance with the requirements of Item 446, "Cleaning, Paint and Painting," Class A Blast Cleaning. All traces of grit and dust from the blast cleaning shall be removed prior to coating. Other methods of cleaning may be submitted to the Engineer for approval.

(3) Application of Coating. The applicator shall notify the Engineer at least 30 days before the date of production. The coating shall be applied as recommended by the manufacturer of the coating material.

The coating shall be applied to the cleaned surface as soon as possible after cleaning and before oxidation of the surface discernible to the unaided eye occurs. The coating shall be a

smooth uniform coat and shall have a thickness of from 7 to 12 mils, after curing. The thickness of the coating shall be measured using magnetic thickness testing gages in accordance with Test Method Tex-728-I.

The coating film shall be fully cured. Sufficient checks shall be made to assure that each coated production lot is supplied in a fully cured condition.

(4) Continuity of Coating. The applicator shall check the coating for continuity after curing. The coating shall be free from holes, voids, cracks, contamination and damaged areas discernible to the unaided eye.

For reinforcing bars a 67 1/2 volt D.C. in-line holiday detector, such as Tinker and Rasor Model M-1 or approved equivalent, shall be used to check the coating for holidays. There shall be no more than two (2) holidays (pinholes not visually discernible) in any linear foot of a coated reinforcing bar.

Holiday checks to determine acceptability of wire or welded wire fabric shall be made at the manufacturer's plant with a 67 1/2 volt D.C. holiday detector. For wire, there shall not be more than an average of two (2) holidays per linear foot of wire. For welded wire fabric, there shall not be more than an average of four (4) holidays per linear foot of wire in welded wire fabric when the wire spacings are four (4) inches or more, or six (6) holidays per linear foot of wire when the spacings are less than four (4) inches. Uncoated areas at cut ends shall not be counted, nor shall sharp edges (weld spurs) at intersections be counted as holidays. When measuring the number of holidays, at least 1/2 inch of wire must be included on each side of the intersections being checked.

(5) Repair of Coating. Material for repair of the coating shall comply with the requirements in "Epoxy Coating" of this Item. Repairs shall be made in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Areas to be patched shall receive at least the same coating thickness as required for the original coating.

All visible damage to the coating shall be repaired.

Sawed and sheared ends, cuts, breaks and/or other damage shall be repaired promptly before additional oxidation occurs. Areas to be repaired shall be clean and free from surface contaminants. Repairs shall be made in the shop or in the field as required.

The acceptable amount of patched area at the applicator shall not exceed 1/4 inch total length in any linear foot.

(6) Sampling and Testing. Sampling and testing of coated reinforcement shall be in accordance with Test Method Tex-739-I.

(7) Identification and Documentation. Identification of all reinforcing shall be maintained throughout the coating and fabrication process and until delivery to the project site.

For all production of coated reinforcing steel to be used on Department projects, the manufacturer shall furnish to the Engineer two (2) copies of a written certification that the coated reinforcing steel meets the requirements of this specification and two (2) copies of the manufacturer's control tests.

(8) Handling. All systems for handling coated reinforcement shall have padded contact areas. Bundling bands shall be padded or suitable banding shall be used to prevent damage to the coating. Bundles of coated reinforcement shall be lifted with a strong back, spreader bar, multiple supports or a platform bridge. The bundled reinforcement shall be transported with care and stored on protective cribbing. The coated reinforcement shall not be dropped or dragged.

(9) Construction Methods. Flame cutting will not be permitted on coated reinforcement. Saw or shear cutting will be permitted with permission of the Engineer. Cut ends shall be coated as specified in "Repair of Coating" of this Item.

Welding or mechanical coupling of coated reinforcing steel will not be permitted except where specifically shown on the plans. The epoxy coating shall be completely removed a minimum of six (6) inches beyond the weld limits prior to welding and two (2) inches beyond the limits of the coupler prior to assembly. After welding or coupling, the steel shall be cleaned of all oil, grease, moisture, dirt, welding contamination (slag and/or acid residue) and rust to a near white finish. The existing epoxy shall be checked for damage. Any damaged or loose epoxy shall be removed back to sound epoxy coating.

After proper cleaning, the splice area shall be coated with epoxy repair material to a thickness of 7 to 12 mils. A second application of repair material shall be applied to the bar and coupler interface to insure complete sealing of the joint.

440.10. Measurement and Payment.

Except as specified below, the work performed, materials furnished, and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

The quantities of reinforcing steel shown on the plans are estimates and are for the Contractor's information.

Compensation for adjustment of reinforcing steel quantities will be as follows:

(1) When the reinforcing steel quantity for a complete structure element has been erroneously included in or omitted from the quantities shown on the plans, the quantity for that element will be added or deducted for payment. A complete structure element will be the smallest portion of a total structure for which a corresponding quantity of concrete is included on the plans. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

(2) When the plan quantity for reinforcing steel for a complete structure element is in error by five (5) percent or more, a recalculation will be made and payment will be increased or reduced accordingly in accordance with Article 4.3.

(3) When quantities for reinforcing steel are revised by a change in design, the change in quantities will be calculated. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

The party to the contract requesting the adjustment shall present to the other one (1) copy of the description and location, together with calculations of the quantity for the structure element involved. When this quantity is certified correct by the Engineer, it will become the basis for additional or reduced payment.

*****END OF SECTION*****

SECTION ITEM 462

CONCRETE BOX CULVERTS AND SEWERS

462.1. Description. This Item shall govern for the materials furnished, and for constructing, furnishing and placing concrete box culverts and sewers at the locations shown, and in accordance with the details on the plans and this Item. Unless otherwise shown on the plans, the Contractor shall have the option of furnishing cast-in-place, precast (formed) or precast (machine-made) box culverts or sewers.

462.2. Materials. All materials shall conform to the pertinent requirements of the following items:

Item 420, "Concrete Structures"
Item 421, "Portland Cement Concrete"
Item 440, "Reinforcing Steel"
Item 464, "Reinforced Concrete Pipe"

Concrete for precast (machine-made) concrete boxes shall conform to ASTM C789 or C850.

When precast (machine-made) boxes are furnished and portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan shall be fly ash conforming to the Departmental Materials Specification D-9-8900, "Fly Ash". Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

462.3. Types

Cast-in-place concrete boxes shall conform to the details shown on the plans and to the requirements of Item 420, "Concrete Structures".

462.4

Precast (formed) concrete boxes shall conform to the details shown on the plans and the requirements of Item 424, "Precast Concrete Structures (Fabrication)".

Precast (machine-made) concrete boxes shall conform to the requirements of ASTM C789 or C850, whichever is applicable.

462.4. Fabrication.

(1) General. All fabrication of concrete boxes including forming, casting and curing shall conform to the following requirements:

(a) Cast-in-place concrete boxes shall be produced in accordance with Item 420, "Concrete Structures".

(b) Precast (formed) concrete boxes shall be produced in accordance with Item 424, "Precast Concrete Structures (Fabrication)".

(c) Precast (machine-made) concrete boxes shall be produced by a process which will provide for uniform placement of the concrete in the forms and compaction by mechanical devices which will assure dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Ready-mix concrete will not be acceptable for use in precast (machine-made) concrete boxes. Curing shall be

in accordance with ASTM C789 or C850, whichever is applicable.

(2) Testing. Test specimens for testing of cast-in-place concrete boxes sections shall be in accordance with Item 421, "Portland Cement Concrete". Test specimens for precast (formed) concrete box sections shall be in accordance with Test Method Tex 704-I. Test specimens for precast (machine-made) shall be test cylinders made at the same time and in the same manner as the box sections they represent.

For precast concrete boxes (machine-made), a minimum of four (4) test cylinders shall be made for each day's production run of each size and class of box section. Test cylinders for machine-made concrete boxes shall be cured in the same manner and for the same time as the boxes they represent.

462.4

Equipment required for testing concrete boxes produced in a pre-casting plant shall be furnished by the producer.

(3) Lifting Holes. For precast concrete boxes, not more than four (4) lifting holes may be provided in each section to facilitate handling. Lifting holes may be cast, cut into the fresh concrete after form removal, or drilled. Lifting holes shall be so sized as to provide for adequate lifting devices based on the size and weight of the box sections but shall not be larger than three (3) inches in diameter. Spalled areas around the holes shall be repaired.

(4) Marking. Precast concrete boxes produced in a pre-casting plant shall bear the following markings:

(a) The name or trademark of the producer.

(b) The date of manufacture.

(c) The box size and height of fill.

(d) When lifting holes are not provided, one end of each box section shall be clearly marked on the inside and outside walls to indicate the top or bottom as it will be installed.

(e) When required under "Fabricating Tolerances", matchmarks shall be used for proper installation.

Markings shall be indented into the box section or may be painted thereon with waterproof paint.

(5) Fabricating Tolerances. Tolerances for precast sections of either type shall conform to the following:

The inside vertical and horizontal dimensions shall not vary from plan requirements by more than 1/2 inch.

The horizontal or vertical plane at each end of the box section shall not vary from perpendicular by more than 1/2 inch, measured on the inside faces of the section.

The sides of a section at each end shall not vary from being perpendicular to the top and bottom by more than 1/2 inch when measured diagonally between opposite interior corners of the end section.

The thickness of walls and slabs shall not be less than that shown on the plans, except that an occasional deficiency not greater than 1/4 inch will be acceptable. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

The straightness of the tongue and groove, at the mating surface shall not vary by more than 1/4 inch.

Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or job site and it is demonstrated that an acceptable joint can be made. For this condition an acceptable joint is:

When two sections are fitted together on a flat surface, in proper alignment and in the position the sections will be installed, the joint opening at any point shall not exceed one (1) inch. Sections fitted together at the plant and accepted in this manner shall be match marked for installation.

(6) Defects and Repair. Fine cracks on the surface of the member which do not extend to the plane of the nearest reinforcement will not be cause for rejection unless the cracks are numerous and extensive. Cracks which extend into the plane of the reinforcing steel shall be repaired in an approved manner.

Small damaged or honeycombed areas which are purely surface in nature shall be repaired to the satisfaction of the Engineer. Excessive damage, honeycomb or cracking will be subject to structural review. Repairs shall be sound, properly finished and cured in conformance with the pertinent specifications. When fine cracks on the surface indicate poor curing practices, further production of precast sections shall be discontinued until corrections are made and proper curing provided.

462.5 to 462.6

(7) Storage and Shipment. Precast sections shall be stored on level blocking in a manner acceptable to the Engineer. No load shall be placed upon the sections until design strength is reached and curing completed. Shipment of sections may be made when the design strength and curing requirements have been met.

462.5. Construction Methods. Excavation, bedding and backfill shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are required or permitted by the plans.

Unless otherwise shown on the plans, the Contractor may use any of the jointing materials in accordance with the jointing requirements specified in Item 464, "Reinforced Concrete Pipe".

When precast box culverts are used to form multiple barrel structures, the box sections shall be placed in conformance with the details shown on the plans. Material to be used between barrels shall be as shown on the plans.

Connections of precast sections to cast-in-place culverts or to any required headwalls, wing walls, riprap or other structure shall conform to the details shown on the plans.

Lifting holes shall be filled with mortar or concrete and cured to the satisfaction of the Engineer. Precast concrete or mortar plugs may be used when approved by the Engineer.

462.6. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the culvert or sewer along the flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing structures are involved, measurement of the spur or new connection box sections will be made from the intersection of the flow line with the outside surface of the structure into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of culverts or sewers that length of box section tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

462.7 to 464.2

For multiple barrel structures, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contact plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

462.7. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Box Culvert" or "Concrete Box Sewer" of the size and type specified. This price shall be full compensation for constructing, furnishing and transporting sections; for preparing and shaping of the bed; for jointing of sections; for cutting of sections on skew or slope; for connections to existing structures; for concrete, reinforcing steel and all materials, labor and equipment, tools and incidentals necessary to complete the work.

Excavation, bedding, and backfill for box culverts and sewers will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

*** * * END OF SECTION * * ***

SECTION ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A * Arch Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13	22
2	21	1/2	26
3	24	15	28 1/2
4	30	1/2	36 1/4
5	36	18	43 3/4
6	42	22	51 1/8
7	48	1/2	58 1/2
8	54	26	65
9	60	5/8	73
10	72	31	88
		5/16	
		36	
		40	
		45	
		54	

TABLE B * Horizontal Elliptical Pipe			
Desig n Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Bookmark not defined.C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe

section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall

consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % by weight	% Ash, 28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD REQUIREMENT	
	Type 1	Type 2
Ductility @ 77 F (cm), min. Tex-503-C	5.0	5.0
Softening Point, F	275	275
Penetration 32 F (300g) 60 sec., min --	65	
Tex-502-C 77 F (150g) 5 sec	50-120	50-120
Tex-502-C 115 F (150g) 5 sec., max. Tex-502-C	------	150

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the

bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter	18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear Distance Between Pipes	0'-9"	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the

interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to

its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

*** * * END OF SECTION * * ***

SECTION ITEM 500

Chain Link Fences

Part 1 – General

1.1. Description of Work:

A. This item shall consist of furnishing and erecting a chain link fence in accordance with these specifications, the typical details shown and in conformity with the lines and grades established by the Engineer.

Part 2 – Material

2.1. Fabric:

A. The fabric shall be woven with a 9 gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A392, Class II.

2.2. Barbed Wire:

A. Barbed wire shall be 3-strand 12 1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class III.

2.3. Posts, Rails, and Braces:

A. Posts, rails, and braces furnished for use in conjunction with zinc-coated steel fabric. Line posts, rails, and braces shall be galvanized steel pipe.

1. Galvanized steel pipe shall conform to the requirements of ASTM A120, Schedule 40, except the hydrostatic testing requirement is waived. Galvanizing shall be in accordance with ASTM A123.

2. The steel used in all structural shapes shall conform to the requirements of ASTM A572, Grade 45, and shall be galvanized in accordance with the requirements of ASTM A123.

3. Roll-Formed sections shall be fabricated from material meeting the requirements of ASTM A570, Grade 45, and shall be galvanized in accordance with the requirements of ASTM A123 and/or as noted.

B. The dimensions of the posts, rails, and braces shall be in accordance with the Typical Fence Detail.

1. Corner, tension, terminal and gate post shall be tubular, 4 inch O.D., Schedule 40 galvanized steel pipe.

2. Line posts shall be tubular 2 3/8" O.D., Schedule 40 steel galvanized pipe.

2.4. Gates:

A. Gate frames shall consist of galvanized steel pipe and conform to the specifications for the same material under Section 2.3. The fabric shall be the same type material as used in the fence.

2.5. Wire Ties and Tension Wires:

A. Wire fabric ties, and tension wire for use in conjunction with a given type of fabric shall be the same material identified with the fabric type. The tension wire shall be 7-gauge galvanized soft drawn steel wire coated similarly to the respective wire fabric being used.

B. Wire fabric ties shall be hog rings of galvanized steel wire not less that 9-gauge and spaced no greater than 12 inch.

C. All material shall conform to Federal Specifications RR-F-191/4.

2.6. Miscellaneous Fittings and Hardware:

A. Miscellaneous steel fittings and hardware for use with zinc-coated or aluminum-coated steel fabric shall be of commercial grade steel or better quality, wrought of cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric, posts, and wires of the quality applied in conformance with ASTM A153. Miscellaneous aluminum fittings for used with aluminum alloy fabric shall be wrought or cast aluminum alloy. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.

2.7. Concrete:

A. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

2.8. Marking:

A. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

Part 3 – Construction Methods

3.1. Clearing Fence Line:

A. All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a

minimum of 2 feet (0.6m) on each side of the fence centerline before starting fencing operations.

3.2. Installing Posts:

A. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

B. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher that the ground and sloped to drain away from the posts.

C. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be distributed in any manner within 7 days after the individual post footing is completed.

D. Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger that the greatest dimensions of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts motar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

E. In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

3.3. Install Top Rails:

A. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

3.4. Installing Braces:

A. Horizontal brace rails, with diagonal truss roads and tumbuckles, shall be installed at all terminal posts.

3.5. Installing Fabric:

A. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire used shall be stretch taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence no less that one (1) inch (25mm) or no more that four (4) inches (100mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

B. At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform toe the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to

span the opening below the fence. The vertical clearance between strands and barbed wire shall be 6 inches (150mm) or less.

3.6. Electrical Grounds:

A. Electrical grounds shall be constructed where a power line passes over the fence or at 500-foot (150mm) intervals. The ground shall be accomplished with a copperclad rod 8 feet (2.4m) long and a minimum of 5/8 inch (15mm) in diameter driven vertically until the top is 6 inches (150mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of the ground rod shall no constitute a pay item and shall be considered incidental to fence construction.

Part 4 – Methods of Measurement:

4.1. **Chain-Link Fence:**

A. Chain-link fence will be measured for payment by the linear foot (meter). Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

4.2. Gates:

A. Gates will be measured as complete units.

4.3. Back Stops for Lighted Fields:

A. For dimensions and details, see plans.

Part 5 – Basis of Payment:

5.1 Chain-link Fence:

A. Payment for chain-link fence will be made at the contract unit price per linear foot (meter).

5.2 Gates:

A. Payment for driveway or walkway gates will be made at the contract unit price per each gate.

5.3 Payment:

A. The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all equipment, tools, and incidentals necessary to complete the item.

B. Chain-link fence shall be paid per linear foot (meter).

C. Vehicular gates shall be paid per each set.

D. Man gates shall be paid per each.

E. Back Stops shall be paid per linear foot per each section.

Part 6 – Material Requirements

6.1. Material:

ASTM A120	Pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses.
ASTM A121	Zinc-coated (galvanized) steel barbed wire.
ASTM A123	Zinc (hot-galvanized) coating on products fabricated from rolled, presses, and forged steel shapes, plates, bars and strip.
ASTM A153	Zinc-coated steel chain-link fence fabric.
ASTM A392	Zinc-coated steel chain-link fence fabric.
ASTM A491	Aluminum-coated steel chain-link fence fabric.
ASTM A570	Hot-rolled carbon steel sheet and strip structural quality.
ASTM A572	High-strength low-alloy columbium-vanadium steels of structural quality.
ASTM A585	Aluminum-coated steel barbed wire.
ASTM B211	Aluminum-coated bar, rod, and wire.
ASTM B221	Aluminum-alloy extruded bars, rods, wire shapes, and tubes.
Federal Specification RR-F-191/1	Fencing, wire and post metal (chain-link fence fabric)
Federal Specification RR-F-191/3	Fencing, wire and post metal (chain-link fence posts, top rails & braces)
Federal Specification RR-F-191/4	Fencing, wire and posts, metal (chain-link fence accessories)

*** * * END OF SECTION * * ***

SECTION ITEM 506
TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

506.1. Description. Install, maintain, and remove erosion, sedimentation, and environmental control devices. Remove accumulated sediment and debris.

506.2. Materials.

A. Rock Filter Dams.

1. Aggregate. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:

- **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
- **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. Wire. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. Sandbag Material. Furnish sandbags meeting Section 506.2.I, "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved. Furnish concrete in accordance with Item 432, "Riprap."

C. Baled Hay. Provide hay bales weighing at least 50 lb., composed entirely of vegetable matter, measuring 30 in. or longer, and bound with wire, nylon, or polypropylene string.

D. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

E. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. Rock Construction Exit. Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft, or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. Timber Construction Exit. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. Foundation Course. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

F. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

G. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

H. Construction Perimeter Fence.

1. Posts. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. Fence. Provide orange construction fencing as approved by the Engineer.

3. Fence Wire. Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide16 gauge or larger tie wire.

4. Flagging. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. Staples. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. Used Materials. Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

I. Sandbags. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1 – Sand Gradation	
Sieve Number	**Retained (% by Weight)**
4	3%
100	80%
200	95%

J. Temporary Sediment Control Fence. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. Fabric. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. Posts. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans.

Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. Net Reinforcement. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise
shown on the plans.

4. Staples. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. Used Materials. Use recycled material meeting the applicable requirements if accepted by the Engineer.

506.3. Equipment. Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item.

506.4. Construction.

A. Contractor Responsibilities. Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. General.

1. Phasing. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

2. Maintenance. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3. Stabilization. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative
cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Engineer may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

4. Finished Work. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

5. Restricted Activities. Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed. Do not install temporary construction crossings in or across any water body without the prior approval of the appropriate resource agency and the Engineer. Restrict construction operations in any water body to the necessary areas as shown on the plans or applicable permit, or as directed. Use temporary bridges, timber mats, or other structurally sound and non-eroding material for stream crossings. Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location. Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals.

C. Installation, Maintenance, and Removal Work. Perform work in accordance with the specific or general storm water permit. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations. Remove devices upon approval or when directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The

Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. Rock Filter Dams for Erosion Control. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option. For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

a. Type 1 (Non-reinforced).

(1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

(2) Top Width. At least 2 ft.

(3) Slopes. At most 2:1.

b. Type 2 (Reinforced).

(1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

(2) Top Width. At least 2 ft.

(3) Slopes. At most 2:1.

c. Type 3 (Reinforced).

(1) Height. At least 36 in. measured vertically from existing ground to top of filter dam.

(2) Top Width. At least 2 ft.

(3) Slopes. At most 2:1.

D. Type 4 (Sack Gabions). Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times. For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above. Lift and place without damaging the gabion. Shape sack gabions to existing contours.

E. Type 5. Provide rock filter dams as shown on the plans.

1. Temporary Pipe Slope Drains. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipators or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

2. Baled Hay for Erosion and Sedimentation Control. Install hay bales at locations shown on the plans by embedding in the soil at least 4 in. and, where possible, approximately 1/2 the height of the bale, or as directed. Fill gaps between bales with hay.

3. Temporary Paved Flumes. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. Construction Exits. When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

a. Long-Term. Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) Type 1. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) Type 2. Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term.

(1) Type 3. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) Type 4. Construct as shown on the plans or as directed.

6. Earthwork for Erosion Control. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. Excavation and Embankment for Erosion ControlFeatures. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed. Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. Excavation of Sediment and Debris. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

7. Construction Perimeter Fence. Construct, align, and locate fencing as shown on the plans or as directed.

a. Installation of Posts. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

b. Wire Attachment. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

c. Flag Attachment. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

8. Sandbags for Erosion Control. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that

at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

9. Temporary Sediment-Control Fence. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

a. Installation of Posts. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

b. Fabric Anchoring. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

c. Fabric and Net Reinforcement Attachment. Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attached reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sedimentcontrol fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

506.5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. Linear Measurement. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. Volume Measurement. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation. Measurement will be made in final position.

b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Baled Hay. Baled hay will be measured by each bale.

D. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

E. Construction Exits. Construction exits will be measured by the square yard of surface area.

F. Earthwork for Erosion Control.

1. Equipment. Equipment use will be measured by the actual number of hours the equipment is operated.

2. Volume Measurement.

a. In Place.

(1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

(2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

• the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and

• the lines, grades and slopes of the accepted embankment for the feature.

b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

G. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

H. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

I. Temporary Sediment-Control Fence. Temporary sediment-control fence will be measured by the foot.

506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent Items:

• erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);

• removal of litter;

• repair to devices and features damaged by Contractor operations;

• added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

• removal and reinstallation of devices and features needed for the convenience of the Contractor;

• finish grading and dressing upon removal of the device; and

• minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

The Contractor will be reimbursed in accordance with pertinent Items or Article 9.5, "Force Account," for maintenance, repair, or reinstallation of devices and features when the need for additional control measures cannot be attributed to the above, as determined by the Engineer. Stabilization of disturbed areas will be paid for under pertinent Items. Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. Installation. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals. When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals

B. Temporary Pipe Slope Drains. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals. Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain. Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control." Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. Baled Hay. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Baled Hay." This price is full compensation for furnishing and placing bales, excavating trenches, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the baled hay installation (or portions thereof) be replaced, payment will be made at the unit price bid for "Baled Hay," which is full compensation for removal and reinstallation of the baled hay.

D. Temporary Paved Flumes. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals. Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

E. Construction Exits. Contractor-required construction exits from offright of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items. The work performed and materials furnished in accordance with this Item and measured as

provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals. When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals. Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

F. Earthwork for Erosion and Sediment Control. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control)." This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; sandbags; plywood; stage construction for curb inlets involved in curb-inlet sediment traps; and equipment, labor; tools, and incidentals. Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans. Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

G. Construction Perimeter Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals. Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

H. Sandbags for Erosion Control. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals. Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

I. Temporary Sediment-Control Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Sediment-Control Fence." This price is full compensation for furnishing and placing the fence; trenching, fence posts, fabric and backfill; removal and disposal; and equipment, labor, tools, and incidentals. Removal of temporary sediment-control fence will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the temporary sedimentation control fence installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Sediment-Control Fence," which is full compensation for the removal and reinstallation of the temporary sediment-control fence.

SECTION 02221

TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Excavation, shoring, de-watering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS:

A. Site Acceptance:

1. Accept site in condition existing during Contract time frame.
2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.

B. Adverse Weather:

1. Place no backfill that is excessively wet or frozen.
2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL:

A. The type of bedding shall be stated on the Plans or in the Special Conditions of the contract document. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.

B. Excavated Material Backfill:
Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6 inches and frozen earth debris and roots larger than 2 inches are removed for the initial backfill.

C. Select Backfill:
Select backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than 2 inches.

D. Sand Backfill:
Sand backfill shall be clean, hard, durable, un-coated grains, free from lumps and organic material. All materials must pass a No. 8 Sieve.

E. Granular Backfill:
Granular backfill shall be free flowing, such as sand or hydraulically graded shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.

F. Controlled Density Fill:
Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK:

A. Use crushed rock or stone with 70-100% passing 1> inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING:

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL:

A. Dewatering:

1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on excessively wet soil.
2. Prevent surface water from flowing into excavation.
3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
4. No sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities:

1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing:

1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
3. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade:

1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with approval of ENGINEER.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING:

A. General:

1. Method of excavation at CONTRACTOR's option.
2. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
3. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics:

1. Depth: as indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width:
   a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
   b. Maximum width as follows:

Pipe Size Inches	**Max. Trench Width**
4 &6	2' - 0"
8 & 10	2' - 4"
12	2' - 6"
15	2' - 9"
18	3' - 0"
Over 18	Pipe O.D. + 12"

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS:

A. Stop work and notify ENGINEER.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by ENGINEER.

3.04 ROCK EXCAVATION:

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by ENGINEER.

C. Use of explosives not permitted without prior written authorization from OWNER and ENGINEER.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 BEDDING:

A. Place after bottom of trench has been excavated to proper depth and grade.

B. Place, compact and shape bedding material to conform to barrel o pipe to insure continuous firm bedding for fill length of pipe.

C. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

Pipe Material	Minimum Bedding Class
1. Vitrified Clay Pipe	Class C *
2. Non-reinforced Concrete Pipe	Class C *
3. Reinforced Concrete Pipe	Class D *
4. Ductile Iron Pipe	Class D *
5. Steel Cylinder	Class C *
6. Flexible or Composite Pipe	Class 1 * *

* Refers to standard detail, "Pipe Envelope Requirements ",Dwg. D-01.

** Refers to standard detail, "Flexible Pipe Bedding Requirements", Dwg. D-02.

3.06 TRENCH BACKFILL

A. Use excavated material backfill (2.01B) unless otherwise specified.

B. Use Sand Backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.

C. Initial Backfill:

1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
2. Carry out in an orderly fashion after authorization to cover pipe has been given.
3. Allow no more than 300 feet of trench to be open at one time.
4. Do not backfill until concrete or mortar has sufficiently cured.
5. Record location of connections and appurtenances before backfilling.
6. Place by hand and hand tamp to not less than 12-inches above top of pipe, in approximately 4-inch layers.
7. Backfill simultaneously on both sides of pipe to prevent displacement.
8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.

D. Subsequent Backfill:

1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
3. Area under or within 5 feet of pavement; and under or within 2 feet of utilities, buildings, or walks shall be mechanically compacted to the top of the sub-grade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
4. Areas not subject to vehicular traffic shall be backfilled in layers not more than 10-inches in depth.
5. Compaction method at discretion of CONTRACTOR with following exceptions:

    a. If in OWNER's opinion compaction method presents potential damage to pipe, it will not be allowed.
    b. Compaction of any backfill material by flooding or jetting will require prior written authorization of ENGINEER.

6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.

E. Controlled Density Fill:

1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by ENGINEER.

3.07 EXCESS MATERIAL:

A. Waste excess excavated material where directed by ENGINEER.

3.08 TESTING:

A. Unless specified elsewhere, testing will be responsibility of OWNER.

B. Standard Proctor Density:

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density:

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per each 400 cubic yards of backfill placed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION:

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard only if a bid item is established in the contract.

4.02 BACKFILL:

A. Payment for backfill shall be made at the contract unit price per cubic yard only if a separate bit item is established in the contract.

B. No allowance for waste shall be made.

C. If ENGINEER orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by ENGINEER because the CONTRACTOR has over-excavated the trench width.

D. If the CONTRACTOR over-excavates the trench width and the ENGINEER orders the next higher class of embedment to be used, the embedment for as if the original specified embedment was used.

E. If the ENGINEER orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.

F. If the CONTRACTOR fails to compact the backfill to the density requirements, the ENGINEER may order the material removed and replaced at no cost to the OWNER.

G. The disposal of rejected material shall be at no cost to the OWNER.

*** * * * END OF SECTION * * * ***

SECTION 02225

UNCLASSIFIED STREET EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Perform all required excavation within the limits of right-of-way and adjacent thereto (except excavations specifically described and provided for elsewhere in the specifications).

B. Remove, properly use, or dispose of all excavated materials.

C. Shape and finish all earthwork in conformance with lines and grades as shown on the plans or as specified by the ENGINEER.

D. Schedule work to avoid property owner inconvenience as practical during construction.

E. Exercise care in operating applicable equipment beneath or adjacent to trees, sidewalks, poles, and other existing features to prevent damage.

F. Restore obstructions removed to accommodate construction equipment or to facilitate excavation.

1.02 CLASSIFICATION:

A. All street excavation shall be unclassified, regardless of material encountered.

B. Any reference to rock or any other material on the plans, or in these specifications, is not to be constructed as classification of the excavation.

PART 2 - PRODUCTS

2.01 SUBGRADE:

A. Use on-site material moved from cut areas to fill areas as approved by ENGINEER.

B. Use borrow materials from areas designated as needed.

2.02 DRAINAGE PROVISIONS:

A. Interruptions of natural surface drainage, or flow of artificial drains shall be mitigated by the CONTRACTOR by use of temporary drainage facilities, as approved by the ENGINEER, to prevent damage to public or private interest.

B. Restore original drainage as soon as the work shall permit.

C. The CONTRACTOR shall be held liable for all damages which may result from neglect to provide for either natural or artificial drainage which his work may have interrupted.

PART 3 - EXECUTION

3.01 UNCLASSIFIED STREET EXCAVATION:

A. Perform all excavation, embankment and grading required for pavement and/or curb and/or gutter as shown on plans.

B. Move suitable excavated material to areas requiring fill and place in accordance with these specifications. Determination of suitable material will be made by ENGINEER. Haul unsuitable material to waste sites.

C. Slope cut or fill sections uniformly from curb line to sidewalk or other controlling feature, as designated by ENGINEER. Smooth bank to provide a neat finished appearance.

D. Remove and replace unstable soils encountered during grading operations with suitable material. Notify ENGINEER of suspected unsuitable material before commencing removal. Authorized replacement with select material will be paid for by change order.

E. Replace gravel or rock driveway surfaces disturbed by grading with like material at no additional cost to OWNER.

F. Strip, salvage and stockpile topsoil in sufficient quantity to allow a uniform 6-inch lift over all disturbed areas not otherwise surfaced. Topsoil is included in unclassified excavation.

G. Removed existing culvert pipe where shown as part of incidental to unclassified excavation.

3.02 UNSTABLE OR UNSUITABLE SUBGRADE:

A. Excavate unstable subgrade at least 2 feet below grade where directed by ENGINEER.

B. Replace with suitable stable material approved by ENGINEER.

C. Compact to uniform density in 6-inch lifts.

D. Density of compacted subgrade to be equal to or greater than adjacent undisturbed grade.

E. Payment will be as specified for unclassified excavation.

F. Conduct operations in such a manner such that measurements may be taken before any backfill, as required above, is placed.

3.03 EXCESS OR UNSUITABLE EXCAVATION:

A. Dispose of excavation in excess of that needed or unsuitable for construction. As directed by the ENGINEER, excess or unsuitable excavation may be used for widening of embankments, or flattening of slopes, or as otherwise specified.

B. Obtain approval of the ENGINEER as to disposition and method for disposal of excess or unsuitable excavation.

3.04 GENERAL:

A. Provide all labor, equipment and associated materials to excavate areas specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 UNCLASSIFIED STREET EXCAVATION:

A. Unclassified street excavation, as authorized, shall be measured in its original position and the volume determined by the average end area method. All work performed shall be paid for at the contract bid price per cubic yard for unclassified street excavation.

B. When not listed as a separate contract pay item, unclassified street excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item s as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required by the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02230

EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of excavating and properly utilizing or otherwise satisfactorily disposing of all excavated materials, of whatever character, within the limits of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.

C. When not otherwise included, this item shall include the work described in Section 02101 - Preparation of Right-of Way, Section 02102 - Clearing and Grubbing, Section 02236 - Embankment, Section 02238 - Removal of Concrete, and Section 02210 – Sub-grade Preparation.

Introduction

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devises, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

Scope and Application

OSHA's revised rule applies to all open excavations in the earth's surface, which includes

trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

General Requirements

Planning for Safety

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready

to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how may trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

Before Beginning the Job

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The complete original text of the non-mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

On-the-Job Evaluation

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous

atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety manners, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

Cave-Ins and Protective Support Systems

Support Systems

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved-soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

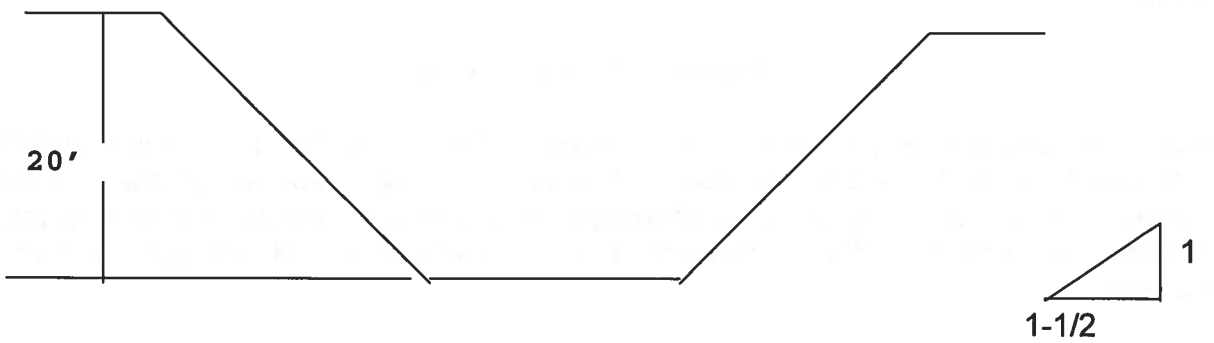


Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

Safety Precautions

The standard requires the employer to provide support systems such as shoring, bracing, or

underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

Installation and Removal of Protective Systems

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

Materials and Equipment

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable

for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

Other Hazards

Falls and Equipment

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.
- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

Water Accumulation

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

Hazardous Atmospheres

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls

used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

Access and Egress

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

Related Issues

Hazard Communication

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

Access to Medical and Exposure Records

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detention, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

Recordkeeping

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

State Plan States

States administering their own occupational safety and health program (see listing on page), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

Summary

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

STATES WITH APPROVED PLANS

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Juneau, ALASKA 99801
(907) 465-2700

DIRECTOR
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800 W. Washington
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830 Punchbowl Street
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ACTING COMMISSIONER FOR WORKPLACE STANDARDS
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COMMISSIONER
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1190 - St. Francis Drive
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(518) 457-2741
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North Carolina Department of Labor
4 West Edenton Street
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ADMINISTRATOR
Oregon Occupational Safety and Health Division
Oregon Department of Insurance and Finance-Room 160
Labor and Industries Building
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SECRETARY
Puerto Rico Department of Labor and Human Resources
Prudencio Rivera Martinez Building
505 Munoz Rivera Avenue
Hato Rey, PUERTO RICO 00918
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COMMISSIONER
South Carolina Department of Labor
3600 Forest Drive
P.O. Box 11329
Columbia, SOUTH CAROLINA
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COMMISSIONER
Tennessee Department of Labor
Attention: Robert Taylor
501 Union Building
Suite "A"-2nd Floor
Nashville, TENNESSEE 37254-0655
(615)741-2582

ADMINISTRATOR
Utah Occupational Safety and Health
160 East 300 South
P.O. Box 5800
Salt Lake City, UT 84110-5800
(801)530-6900

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Vermont Department of Labor and Industry
120 State Street
Montpelier, VERMONT 05620
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COMMISSIONER
Virgin Islands Department of Labor
22 Hospital Street
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Christiansted
St. Croix, VIRGIN ISLANDS 00840
(809)773-1994

COMMISSIONER
Virginia Department of Labor and Industry
205 N. 4th Street
Richmond, VIRGINIA 23241-0064
(804)786-2376

DIRECTOR
Department of Employment Division of Employment Affairs
Occupational Safety and Health Administration
Herchfer Building, 2nd Floor East
122 West 25th Street
(307)777-7786 or 777-7787

DIRECTOR
Washington Department of Labor and Industries
General Administration Building
Room 334 - AX-31
Olympia, WASHINGTON 98504-0631

(206)753-6307

Related Publications

A single free copy of the following publications can be obtained from the OSHA Publications Office, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-301, Washington, D.C., 20210.

Please send a self-addressed label with your request.

All about OSHA - OSHA 2056

Chemical Hazard Communication - OSHA 3084

Construction Industry Digest - OSHA 2207

Consultation Services for the Employer - OSHA 3047

Ground-Fault Protection on Construction Sites - OSHA 3007

OSHA Inspections - OSHA 2098

OSHA: Safety and Health is our Middle Name - OSHA 3076

Personal Protective Equipment - OSHA 3077

Respiratory Protection - OSHA 3079

Safety and Health Program Management Guidelines
(Federal Register (54 FR (18):3904-3916, January 1989))

A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for $18.00 ($22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

* U.S. Government Printing Office: 1991 282-150/45367

U.S. Department of Labor
Occupational Safety and Health Administration
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133 Portland Street
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Region II
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Region III
(DC,DE,MD,*PA,VA,*WV)
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(AL,FL,GA,KY,*MS,NC,*SC,*TN*)
1375 Peachtree Street, N.E.
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Region VI
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Region IX
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*NV,*Trust Territories of the Pacific)
71 Stevenson Street
Room 415
San Francisco, CA 94105
Telephone: (415)744-6670

Region X
(AK,*ID,OR,*WA*)
1111 Third Avenue
Suite 715
Seattle, WA 98174
Telephone: (206)4423-5930

- These states and territories operate their own OSHA-approved job safety and health programs (Connecticut and New York plans cover public employees only). States with

approved programs must have a standard that is identical to or at least as effective as, the federal standard.

PART 2 - PRODUCTS

2.01 CLASSIFICATION

A. All excavations shall be unclassified as shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.

C. Construction materials shall not be stockpiles under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials shall be utilized, in so far as practical, in constructing required embankments.

F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the sub-grade, as shown on typical sections for the limits

of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT

A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified including: dewatering, drainage, sub-grade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals
necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02236

EMBANKMENT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of placing and compacting of suitable materials obtained from approved sources for use in the construction of street or channel embankments, beams, levees, pikes and structures.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 GENERAL CONSTRUCTION METHODS

A. Prior to placing any embankment, all tree protection, tree wells and erosion control devices shall be in place and all Section 02101, Preparing Right-of-Way and/or Section 02102, Clearing and Grubbing operations shall have been completed on the areas over which the embankment is to be placed.

B. Stump holes or other small excavations in the limits of the embankments shall be backfilled with suitable materials and thoroughly tamped by approved methods before commencing embankment construction.

C. The surface of the ground, including plowed loosened ground or surface roughened by small washes, shall be restored to approximately its original slope and the ground surface thus prepared shall be compacted by sprinkling and rolling.

D. Construction equipment shall not be operated within the drip line of trees, unless indicated. Construction materials shall not be stockpiled under the canopies of trees.

E. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

F. Unless otherwise indicated, the surface of the ground of all unpaved areas, other than rock which are to receive embankment, shall be loosened by scarifying or plowing to a depth of not less than 4 inches.

G. The loosened material shall be re-compacted with the new embankment as herein after specified.

H. The surface of hillsides to receive embankment shall be loosened by scarifying or plowing to a depth of not less than 4 inches and benches cut before embankment materials are placed.

I. The embankment shall then be placed in layers, as herein after specified, beginning at low side in partial width layers and increasing the widths as the embankment is raised.

J. The material which has been loosened shall be re-compacted simultaneously with the embankment material placed at the same elevation.

K. Where embankments are to be placed adjacent to or over existing roadbeds slopes shall be plowed or scarified to a depth of not less than 6 inches and the embankment built up in successive layers, as hereinafter specified, to the level of the old roadbed before its height is increased. Then, is indicated, the top of the old roadbed shall be scarified and re-compacted with the next layer of the new embankment.

L. The total depth of the scarified and added material shall not exceed the permissible layer depth.

M. Trees, stumps, roots, vegetation or other unsuitable materials shall not be place in embankment.

N. All embankment shall be constructed in layers approximately parallel to the finished grade and unless otherwise indicated, each layer shall be so constructed as to provide a uniform slope of 1/4 inch per foot form the centerline of the roadbed to the outside, except that on super elevated curves, each layer shall be constructed to conform to the super-elevated indicated.

O. The embankment shall be continuously maintained at its finished section and grade until that portion of the work is accepted.

P. After completion of the embankment to the finished section and grade, the CONTRACTOR shall proof roll the sub-grade and re-vegetation procedures must commence immediately to minimize the soil loss and air pollution.

3.02 EARTHEN EMBANKMENTS

A. Earth embankments shall be defined as embankments composed of soil material other than rock and shall be constructed of acceptable material from approved sources.

B. Except as otherwise indicated, earth embankments shall be constructed in successive 6 inch layers, loose measure, for the full width of the individual cross section and in such length as are best suited to the sprinkling and compaction methods utilized.

C. Minor quantities of rocks not larger than 4 inches encountered in constructing earth embankment may be incorporated in the earth embankment layers, provided such placement of rock is not immediately adjacent to structures.

D. Each layer of embankment shall be uniform as to material, density and moisture

content before beginning compaction.

E. Where layers of unlike materials abut each other, each layer shall be feathered on a slope of 1:20 or the material shall be so mixed as to prevent abrupt changes in the soil.

F. No material placed in the embankment by dumping in a pile or windrows shall be incorporated in a layer in that position, but all such poles or windrows shall be moved by blading or similar methods.

G. Clods or lumps of material shall be broken and the embankment material mixed by blading, harrowing, discing or similar methods to the end that a uniform density is secured in each layer.

H. Water required for sprinkling to bring the material to the moisture content necessary for optimum compacting shall be evenly applied and it shall be the responsibility of the CONTRACTOR to secure a uniform moisture content throughout the layer by such methods as may be necessary.

I. All earth cuts, whether full width or partial width cuts in the side of a hill, which are not required to be excavated below sub-grade elevation shall be scarified to a uniform depth of at least 6 inches below grade and the material shall be mixed and reshaped by blading and then sprinkled and rolled in accordance with the requirements outlined above for earth embankments and to the same density as that required for the adjacent embankment.

J. Compaction of embankments shall conform to Section 02210, Sub-grade Preparation. Each layer shall be compacted to the required density by any methods, type and size of equipment which will give the required compaction.

K. Prior to and in conjunction with the rolling operation, each layer shall be brought to the moisture content compaction over the entire layer.

L. For each layer of earth embankment and select material, it is the intent of this specification to provide the density as required herein, unless otherwise indicated.

M. Soils shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent nor more than 105 percent of the density as determined to accordance with SDHPT Test Method Tex-114-E at optimum moisture content or within minus 3 percent of the optimum moisture content.

N. Care shall be taken to avoid over compacting high PI expansive clays.

O. After each layer of earth embankment or select material is complete, tests as necessary will be made by the ENGINEER. If the material fails to meet the density specified, the course shall be reworked as necessary to obtain the specified compaction.

3.03 ROCK EMBANKMENTS

A. Rock embankments shall be defined as those composed principally of rock and shall be constructed of accepted material from approved sources. Rock embankments shall not be placed immediately adjacent to structures.

B. Except as otherwise indicated, rock embankments shall be constructed in successive layers for the full width of the cross section and of 18 inches or less in depth.

C. When, in the opinion of the ENGINEER, the rock sizes necessitate a greater depth of layer than specified, the layer depth may be increased as necessary, but in no case shall the depth of layer exceed 2 1/2 feet.

D. Each layer shall be constructed by starting at one end and dumping the rock on the top of the layer being constructed then pushing the material ahead with a bulldozer in such a manner that the larger rock will be placed on the ground or preceding embankment layer and the interstices between the larger stones filled with small stones and spalls by the operation and from the placing of succeeding loads of material.

E. The maximum dimension of any rock used in embankment shall be less than the depth of the embankment layer and in no case shall any rock over 2 feet in its greatest dimension be placed in the embankment.

F. All oversized rocks which are otherwise suitable for construction shall be broken to the required dimension and utilized in embankment construction where indicated, except that when preferred by the CONTRACTOR and acceptable to the ENGINEER, such rocks and may be placed at other points where the embankment layer is of greater depth, thus requiring less breakage.

G. Each layer shall be compacted to the required density as outlined for "Earthen Embankments", above, except in those layers where rock will make density testing difficult, the ENGINEER may accept the layer by visual inspection or proof rolling.

H. Unless otherwise indicated, the upper 3 feet of the embankment shall contain no stones larger than 4 inches in their greatest dimension and shall be composed of material so graded that the density and uniformity of the surface layer may be secured in accordance with SDHPT Test Method Tex-114-E.

I. Exposed oversize material shall be broken up or removed.

3.04 EMBANKMENT AT CULVERTS AND BRIDGES

A. Embankments adjacent to culverts and bridges which cannot be compacted by use of the blading and rolling equipment used in compacting the adjoining sections of embankment shall be compacted in the manner prescribed under Section 02221, Trench Excavation Backfill and Compaction or Section 02223, Structural Excavation and Backfill.

B. Embankment placed around spill through type abutments shall be constructed in 6 inch loose layers of uniform suitable material placed in such manner as to maintain approximately the same elevation on each side of the abutment and all materials shall be mixed, wetted and compacted as specified above.

C. Embankment material placed adjacent to any portion of any structure or above the top of any culvert or similar structure shall be free of any appreciable amount of gravel or stone particles and thoroughly compacted by mechanical compaction equipment.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. All accepted embankment, when included in the contract as a separate bid item, will be measured in place and the volume computed in cubic yards by the method of average end areas.

B. No allowance will be made for shrinkage.

4.02 PAYMENT

A. The accepted quantities of embankment, when included as a separate bid item, will be paid at the contract unit bid price per cubic yard.

B. When not listed as a separate contract pay item, embankment shall be considered as incidental work, and the cost thereof shall included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02238

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb, curb and gutter combinations thereof.
2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, concrete riprap and concrete pavement.
3. Sidewalks and Driveways will include concrete sidewalks and driveways.
4. Concrete Walls will include all walls regardless of height and wall footings.
5. Concrete Steps will include all steps and combinations of walls and steps.
6. Abandoned Foundations will include abandoned Electric Department foundations.
7. Miscellaneous Concrete shall include but not be limited to manholes, inlets, junction boxes and headwalls.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 03300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be broken up, removed to conform to Section 02101 - "Preparing Right-of-Way" and disposed of by the Contractor and deposited at a permitted at a permitted disposal site.

B. Where only a portion of the existing concrete is to be removed and that remaining will continue to serve in its purpose, care shall be exercised to avoid damage to that portion to remain in place.

C. The existing concrete shall be cut to the neat lines when indicated or as established by the Engineer, by sawing with an appropriate type circular concrete

saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established shall be replaced at the Contractor's expense.

E. Remaining concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.

F. Where reinforcement is encountered in the removed portions of structures to be modified, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction where applicable.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall removed as prescribed above will be measured by the linear foot in its original position regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete" which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02240

LIME STABILIZATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Treating of subgrade, sub-base, and base courses by the pulverization, addition of lime, mixing and compacting the mixed material to the required density.

B. Application to natural ground, embankment, existing pavement, base or sub-bases under this contract, or as directed by the ENGINEER, which shall be constructed as specified herein and in conformity with the typical section, lines, grades as shown on the plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition (or addended portions thereof) of the following standards and codes:

1. ASTM c-207 or Type N - Requirements for Hydrated Lime
2. ASTM Designation C5 - Quick Lime for Structural Purposes
3. Texas SDHPT Test Method Tex-600-J - Hydrated Lime
4. ASTM D-1557 - Density of Compacted Materials
5. ASTM D-2049 - Density of Compacted Materials
6. Texas SDHPT Test Method Tex 113-E - Density of Compacted Materials
7. AASHTO T-99, Method C - Density of Compacted Materials
8. AASHTO M-216 - Hydrated Lime

PART 2 - PRODUCTS

2.01 HYDRATED (DRY) LIME:

A. Use, for stabilization of soils, a dry powder consisting primarily of calcium hydroxide (Ca(OH)2).

B. Provide Material in accordance with Texas SDHPT Test Method TEX-600-J and conforming to the following chemical composition:

Hydrate Alkalinity, Percent by Weight Ca(OH)2	90% Min.
Un-hydrate Lime Content, Percent by Weight CaO	5% Max.
"Free Water" Content, Percent by Weight H2O	4% Max.

And with the following residue retainage:

Residue Retained on No 6 Sieve	None
Residue Retained on No. 10 Sieve	1% Max.
Residue Retained on No. 30 Sieve	2.5% Max.

C. Store and handle hydrated lime in closed, weather proof containers, storage bins, or bags until immediately before application to the road.

D. Furnish hydrated lime in trucks, as applicable, with weight of lime measured on certified scales and clearly marked on the truck or stamped on a haul ticket.

E. Furnish hydrated lime in bags, as applicable, bearing the manufacturer's certified weight. Bags varying more than five percent may be rejected.

2.02 HYDRATED LIME SLURRY:

A. Provide a pumpable suspension of solids, principally composed of hydrated lime, in water.

B. Provide material with a "Solids Content" having a hydrated alkalinity Ca (OH) 2 of not less than 90 percent by weight and a residue retainage equal to the retainage specified in Part 2.01 above.

C. Supply Type B, commercial lime slurry, with a "dry solids content" of at least 31% by weight of the slurry (Grade 1).

D. Procure mixing water only from County of Hidalgo water mains. The Contractor shall make arrangements with the Water Department to obtain a meter and subsequent payment for water used.

2.03 QUICKLIME (MASON'S LIME):

A. Provide quicklime, as a dry powder in a tank, to form a lime slurry.

PART 3 - EXECUTION

3.01 GENERAL:

A. Provide a completed course of treated materials containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth, and with a smooth surface and suitable for placement of subsequent courses.

B. Regulate sequence work, use proper amounts of lime, maintain the work and rework the courses as necessary to meet the requirements of this specification.

C. Construct and shape roadbed to conform with typical sections, lines and grades as shown on the plans, or as directed by the ENGINEER.

D. Excavate materials to be treated to the proposed bottom of lime treatment grade, or secondary grade and remove or window to expose.

E. Correct any wet or unstable material below the secondary grade by scarifying, adding lime and compacting until uniform stability is achieved.

F. Use a cutting or pulverizing machine, as applicable, to remove subgrade material accurately to secondary grade and to pulverize the material at the same time. When cutting or pulverizing machine is used, the requirement for exposing and windowing the material is waived.

G. Roll subgrade before use of pulverizing machinery and correct any soft areas that rolling operations shall reveal.

H. Materials for new bases and sub-bases shall be delivered, placed and spread in the required amount per station. The material shall be thoroughly mixed prior in the same working day.

I. Lime shall be spread only on that area where first mixing operation can be completed in the same working day.

3.02 SLURRY PLACING:

A. Mix lime, in amounts as shown on plans or as specified by the Materials Engineering Laboratory, with water in trucks or approved distributors and apply as a thin water suspension or slurry.

B. The distribution of lime at the rates shown on the plans, as directed herein, and/or as directed by the ENGINEER. Shall be attained by successive passes over a measured surface of roadway until the proper moisture and lime content is achieved.

C. Lime slurry distributors shall be equipped with an agitator for maintaining lime and water in a uniform mixture.

3.03 DRY PLACING:

A. Spread lime by an approved screw type spreader box or by bag distribution at the rate shown in the plans.

B. Distribute lime at a uniform rate and in such a manner as to reduce scattering of lime to a minimum. Lime shall not be applied when wind conditions, in the opinion of the ENGINEER, will cause objectionable blowing of lime to traffic or adjacent properties.

C. Motor graders shall not be used to spread lime.

D. Sprinkle material until proper moisture and lime content has been secured.

3.04 MIXING

A. Mixing procedures shall be the same for "Dry Placing" or "Slurry Placing" or lime.

B. Treatment for Materials in Place:

1. Thoroughly mix material and lime using approved road mixers or other approved equipment, until a homogeneous, friable mixture of material is obtained, free from all clods and lumps.
2. Mix as thoroughly as possible at the time of lime application of materials containing plastic clay or other materials not readily mixed with lime, bring to proper moisture content, seal with a pneumatic roller, and leave to cure one to four days, as directed by the ENGINEER.
3. During curing period, material shall be kept moist by method(s) approved by the ENGINEER.
4. Uniformly mix, after required curing time, using approved methods.
5. Clods in soil binder - Lime mixture shall be reduced in size by raking, blading, dicing, harrowing, scarifying or by other approved pulverization methods such that non-slaking aggregates obtained on the No. 4 sieve are removed. The remainder of the material shall meet the following requirements when test dry by laboratory sieves:

Minimum Passing 1 3/4 inch	100%
Minimum Passing No. 4 Sieve	60%

C. Treatment of New Material

1. Thoroughly mix and blend, using approved road mixers or other approved equipment, the base or sub-base material, lime and required water until a homogeneous, friable mixture is obtained.
2. When lime is placed as a slurry and mixed by use of blades, the material shall be bladed as the lime water mixture is applied.

D. During the time between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more, or to excessive loss due to washing or blowing, shall not be accepted for payment.

3.05 COMPACTION:

A. Compaction of the mixture shall begin immediately after final mixing and in no case later than three calendar days after final mixing.

B. Aerate or sprinkle material as required to provide optimum moisture.

C. Compaction shall begin at the bottom and shall continue until entire depth of mixture is uniformly compacted to 95% of maximum density as determined by AASHTO T-99, Method C.

D. If any portion fails to meet the density specified, it shall be reworked as required to obtain specified density.

3.06 FINISHING, CURING, AND PREPARATION FOR SURFACING:

A. Shape surface after compaction to the required lines, grades, and cross sections, followed by thorough rolling sufficiently light to prevent hair-line cracking.

B. Complete section shall be moist cured for a minimum of seven days before further coursed are added or any traffic permitted, other than sprinkling equipment.

C. The surface or compacted layer shall be kept moist until covered by other base or paving material, or until an application of CSS-1 or SS-1 emulsified asphalt as a curing seal. Curing seal shall be applied as soon as possible after final rolling at a rate of 0.10 to 0.20 gallons per square yard. The exact rate will be as directed by the ENGINEER.

No equipment or traffic will be permitted on lime treated materials for 72 hours after application of curing seal.

3.07 MAINTENANCE:

A. Maintain the completed lime treated material within the limits of contract, in condition satisfactory to the ENGINEER as to grade, crown and cross section until surface course is constructed.

B. Immediately repair all irregularities and defects that may occur at no cost to the County and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. Lime treatment shall be measured for payment in square yards for the thickness of material shown on the plans for the surface area of completed and accepted work. Lime treatment shall be paid for at the contract unit price per square yard.

B. Lime will be measured by the ton 2000 pounds dry weight. Lime will be paid for at the contract unit cost per ton of 2000 pounds dry weight.

C. The contract unit price for lime treatment shall be the total compensation for preparing roadbed; for loosening, pulverizing, application of lime, water content of slurry mixture and the mixing water; mixing, shaping, sprinkling, compacting, finishing, curing and maintaining; for manipulations required, for all labor, equipment, fuels, tools and incidentals necessary to complete the work.

D. The contract unit price for lime shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing and hauling; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02556

WATER TRANSMISSION LINES AND/OR PRESSURE SEWER LINES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE:

A. Trenching, Backfilling and Compacting: Section 02221.

B. Pipe Boring and Jacking: Section 02224.

1.02 SUBMITTALS:

A. Manufacturer's Literature: Manufacturer's descriptive literature and recommended method of installation.

B. Certificates: Manufacturer's certification that products meet specification requirements.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING:

A. Deliver materials on manufacturer's original skids or in original unopened protective packaging. OWNER reserves the right to reject material left from another job.

B. Store materials to prevent physical damage.

C. Protect materials during transportation and installation to avoid physical damage.

1.04 GENERAL DESCRIPTION OF WORK COVERED:

A. Furnish and install all pipe, fittings, structures and accessories required for water transmission line and/or pressure sewer lines.

1.05 QUALITY ASSURANCE:

A. Comply with the latest published edition of American Water Works Association (AWWA) Standards:

1. AWWA C110 &C110a - Gray Iron and Ductile-Iron Fittings, 2 inch through 48 inch for water and other liquids.
2. AWWA C111 - Rubber Gasket Joints for Cast Iron Pressure Pipe and Fittings.
3. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
4. AWWA C151 - Ductile-Iron Pipe, centrifugally cast in metal mold or sand lined molds, for water or other liquids.
5. AWWA C153 - Ductile-Iron Compact fittings, 3 inch through 12 inch for water and other liquids.

6. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe 4 inch through 12 inch for water.
7. AWWA C301-79 - Pre-stressed Concrete Pressure Pipe - Steel Cylinder Type, for water and other liquids.

B. Comply with the latest published editions of the American Society for Testing and Materials (ASTM) Standards:

1. D 2241 - Polyvinyl chloride (PVC) Plastic Pipe (SDR-PR).
2. D 3139 - Joints for PVC Pressure Pipes using Flexible Elastomeric Seals.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. Pipe furnished may be either PVC or steel cylinder as specified herein for water mains unless shown other wise on the plans or bid documents.

B. Use PVC pipe for all pressure sewer lines unless shown otherwise on the plans.

C. All pipe shall be marked in accordance with the applicable standard specification under which the pipe is manufactured unless otherwise specified.

D. Steel cylinder pipe manufactured shall have had a successful experience record in the design and manufacture of steel cylinder pipe with substantial footage in successful operation for at least five years.

2.02 POLYVINYL CHLORIDE PIPE (PVC):

A. Provide pipe meeting AWWA C900 PVC 1120 or ASTM D2241 Type 1 Grade 1 PVC 1120 Standards.

1. Minimum requirements

Std.	Size	SDR/ DR	Pressure Class (psi)	Pressure Rating(psi)
C900	4"-12"	18	150	150
D2241	2"- 4"	26	95	160
D2241	6"-12"	21	120	200

2. Use pipe meeting minimum requirements unless shown otherwise on plans.

B. Provide push-on joints with bell integrally cast into pipe or with coupling of same material as pipe.

C. Use elastomeric gaskets, as provided in AWWA C900 or ASTM D3139.

D. Provide either cast-iron or PVC 1120 fittings as indicated or required. Use long radius fittings where possible.

E. Provide fittings with materials and pressure class equal to or greater than that specified for pipe.

F. Provide sleeve type or anchored coupling where indicated or required to join pipe or provide restraint to offset internal or hydrostatic test pressures.

G. Provide pipe marked to indicate the following:

1. Nominal Pipe Size.
2. Material Code Designation.
3. Standard Dimension Ratio.
4. Pressure Rating.
5. Manufacturer's name or trademark.
6. National Sanitation Foundation Seal.
7. Appropriate ASTM designation number.

2.03 STEEL CYLINDER PIPE (SCP):

A. Provide pipe meeting AWWA C301-79.

B. All pipe and fittings shall have the approval of the Underwriter's Laboratories, Inc.

C. Provide pipe with minimum pressure class of 150 psi or as shown on plans or in Special Conditions.

D. Provide fittings with materials and pressure class equal to or greater than that specified for pipe.

E. Joint wrappers:

1. Shall be of quality manufactured by Mar-Mac-Manufacturing Company or approved equal.
2. Shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.
3. Minimum width of 7 inches for pipe with diameter of 33 inches or smaller; 9 inches for pipe with diameter greater than 33 inches.
4. Length sufficient to circle pipe.

F. Cement Mortar:

1. Mortar used at joint shall consist of 1 part portland cement to 2 1/2 parts fine, sharp clean sand mixed with water.
2. Interior joint mortar shall be mixed with as little water as possible to produce a very stiff but workable mixture.
3. Exterior joint mortar shall be mixed with water to a consistency of thick cream.

G. Provide pipe marked to indicate the following:

1. Pressure for which the pipe or fitting is designed.
2. Identification marks to show proper location.
3. All beveled pipe shall be marked with the amount of the bevel.
4. Manufacturer's name.
5. Material code designation.
6. National Sanitation Foundation Seal.

2.04 DUCTILE IRON PIPE FITTINGS (DIP):

A. Shall be in accordance with AWWA C110 with pressure rating of not less than that specified for adjacent pipe.

B. Shall be compatible with joint type of adjacent pipe.

C. All specials, taps, plugs, flanges and wall fittings shall be as required.

D. Shall have cement mortar lining in accordance with AWWA C104.

E. Shall be coated with manufacturer's standard coating.

2.05 VALVES, HYDRANTS AND METERS

A. Gate Valves:

1.	Design:	AWWA C509, CRS-80 by American Darling, Metroseal by U.S. Pipe, Mueller, or equal.
2.	Type:	Compression Resilient Seated.
3.	Material:	Cast iron body with epoxy coated interior.
4.	Rating:	200 psi working pressure class.
5.	Stem:	Double "0" ring stem seal.
6.	Operators:	Open counterclockwise with 2 inch square operating nut.
7.	Flange:	x push-on valves must be used on all fire hydrants installed on water main 10 inches or larger.

B. Valve Boxes:

1. Provide for all buried valves.
2. Use nominal 6 inch cast-iron sliding type pipe shaft with cover and base casting.
3. Set box top at finished grade.
4. Furnish drop cover appropriately marked "WATER".

C. Corporation Stops:

1. Conform with AWWA C800.
2. Use 3/4 inch unless indicated otherwise.

D. Hydrants:

1. Design: latest edition of AWWA C502, traffic model with break flange.

   a. Mueller Centrurion - A423
   b. American-Darling - B-84-B
   c. Kennedy Guardian - K-81A
   d. U.S. Pipe - Metropolitan
   e. Others as approved by OWNER in writing

2. Provide 6 inch inlet, 2 - 2> inch hose nozzles, 1 - 4> inch pumper.
3. Provide compression type main valve, minimum size 5< inches.
4. Pentagon operating nut.
5. Design to open counterclockwise.
6. Provide mechanical joint bell on footpiece.
7. Furnish depth as noted on plans.
8. Furnish National (American) Standard Fire Hose Coupling Screw Thread (NH).

F. Polyethylene Wrapping:

1. Material: AWWA C105.
2. Thickness: 8mils.

G. Polyethylene Plastic Pipe (PE):

1. Material: ASTM D2737.
2. Fittings: ASTM D2683.
3. Size: 3/4 inch unless shown otherwise on plans.

PART 3 - EXECUTION

3.01 GENERAL:

A. Provide all labor, equipment and materials and install all pipe fittings, special and appurtenances as indicated or specified.

3.02 PIPE INSTALLATION:

A. Handling:

1. Handle in a manner to insure installation in sound and undamaged condition.

   a. Do not drop or bump.
   b. Use slings, lifting lugs, hooks and other devices designed to protect pipe, joint elements, and coatings.

2. Ship, move and store with provisions to prevent movement or shock contact with adjacent units.

3. Handle with equipment capable of work with adequate factor of safety against overturning or other unsafe procedures.

B. Installation:

1. Utilize equipment, methods, and materials insuring installation to lines and grades as indicated.

   a. Do not lay on blocks unless pipe is to receive total concrete encasement.
   b. Accomplish horizontal and vertical curve alignments of ductile iron pipe with bends, bevels or deflection joints.

      1. Limit joint deflection with ductile iron pipe to conform with AWWA C600.
      2. Use short specials preceding curves as required.

   c. Obtain approval of ENGINEER of method proposed for transfer of line and grade from control to the work.

2. Install pipe of size, material, strength class, and joint type with embedment as shown on plans or specified herein.

3. Clean interior of all pipe, fittings, and joints prior to installation. Exclude entrance of foreign matter during discontinuance of installation.

   a. Close open ends of pipe with snug fitting closures.
   b. Do not let water fill trench. Include provisions to prevent flotation should water control measures prove inadequate.
   c. Remove water, sand, mud and other undesirable materials from trench before removal of end cap.

4. Pipe shall be inspected prior to installation to determine if any pipe defects are present.

5. Brace or anchor as required to prevent displacement after establishing final position.

6. Perform only when weather and trench conditions are suitable. Do not lay in water.

7. Observe extra precaution when hazardous atmospheres might be encountered.

8. Sanitary sewer relation to water mains:

   a. Maintain 9 feet horizontal separation whenever possible.
   b. When conditions prevent a lateral separation of 9 feet, sewer may be installed closer to a water main if:

1. sewer constructed of PVC pipe meeting AWWA Specifications and having a minimum working pressure rating of 150 psi or greater and equipped with pressure type joints, and
2. the sewer line and water main are separated by a minimum vertical distance of 2 feet and a minimum horizontal distance of 4 feet, measured between the nearest outside diameters of the pipes.

c. When a sanitary sewer crosses a water line and that portion of the sewer is constructed as described is 3.02 B.9.b. (1), the sewer may be placed no closer than 6 inches from the water line. The separation distance must be measured between the nearest outside pipe diameters. The sewer line shall be located at a lower elevation than the water line whenever possible and one length of the sewer pipe must be centered on the water line.

9. Separation of water mains from sewer manholes:

a. No water pipe shall pass through or come in contract with any part of a sewer manhole.
b. A minimum horizontal separation of 9 feet shall be maintained.

10. Construct service lines where shown on plans in accordance with Standard Detail Drawing D-48 or D-49. Use pipe material specified on plans or in contract documents.

11. Wrap pipe, fittings and tie rods with polyethylene where shown on plans in accordance with AWWA C105.

C. Jointing:

1. General requirements:

a. Locate joint to provide for differential movement at changes in type of pipe embedment, at changes from rock to soil trench bottom, and structures.
   1. Not more than 18 inches from structure wall, or
   2. Support pipe from wall to first joint with concrete cradle structurally continuous with base slab or footing of structure.
b. Perform in accordance with manufacturer's recommendations.
c. clean and lubricate all joint and gasket surfaces with lubricant recommended.
d. Utilize methods and equipment capable of fully homing or making up joints without damage.
e. Check joint opening and deflection for specification limits.

2. Special provisions for jointing cast-iron and ductile iron pipe:

a. Conform to AWWA C600.

b. Visually examine while suspended and before lowering into trench.
   1. Paint bell, spigot, or other suspected portions with turpentine and dust with cement to check for cracks invisible to the eye.
   2. Remove turpentine and cement by washing when test is satisfactorily completed.
   3. Reject all defective pipe.

3. Special provisions for jointing and laying PVC pipe:

   a. Conform to AWWA C600 and ASTM D2321.
   b. Allow pipe to reach trench soil temperature prior to installation in ditch.

4. Special provisions for jointing steel cylinder pipe:

   a. Before laying each joint, the bell and spigot rings shall be cleaned by wire brush and wiped clean and dry.
   b. Inside cement mortar joint:
      1. the inside recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar.
      2. the joint mortar of pipe 18 inch diameter and smaller shall be smoothed and cleaned with a swab.
      3. the joint mortar of pipe diameters larger than 18 inches shall be finished off smooth by hand trowel.
   c. Outside cement mortar joint:
      1. encircle joint with wrapper after joint found satisfactory.
      2. leave enough space between wrapper ends to allow cement mortar to be poured.
      3. the entire joint shall be poured with cement mortar and consolidated and rodded or agitated to eliminate voids.

D. Cutting:

1. Cut in neat workman like manner without damage to pipe.

2. Cut cast-iron with Carborumdum saw or other approved method.
   a. Smooth cut by power grinding to remove burrs and sharp edges.
   b. Repair lining as required and approved by ENGINEER.

E. Closure Pieces:

1. Connect two segments of pipelines or a pipeline segment and existing structure with short sections of pipe fabricated for the purpose.

2. Observe specifications regarding location of joints, type of joints and pipe materials and strength classifications.

3. May be accomplished with sleeve coupling for water pipe:

a. Of length such that gaskets are not less than 3 inches from pipe ends.
b. Include spacer ring identical to pipe end such that clear space does not exceed 1/4 inch.

F. Temporary Plugs:

1. Install whenever installed pipe is left unattended.
2. Use water tight plug.

G. Thrust Blocks:

1. Provide for all horizontal or vertical turns utilizing fittings.
2. Use on all dead-end and tee fittings.
3. Install as indicated on Standard Detail Drawing D-7
4. Construct to undisturbed edge of trench for bearing.
5. Provide minimum bearing area in S.F. as follows based on 150 psi test pressure and 2000 psf soil bearing.

Pipe Size	Tee Deadends	Bend $11<^0$	Bend $22>^0$	Bend 45^0	Bend 90^0
4"	1.0	0.5	0.5	0.8	1.3
6"	2.2	0.5	0.9	1.6	3.0
8"	3.8	0.8	1.5	2.9	5.3
10"	6.0	1.2	2.3	4.5	8.4
12"	8.5	1.7	3.3	6.5	12.1
14"	11.6	2.3	4.5	8.9	16.4
16"	15.2	3.0	5.9	11.6	21.4

3.03 VALVE AND APPURTENANCE INSTALLATION:

A. Valves:

1. Install with stems vertical when installation is horizontal.
2. Set valves on concrete thrust block having four (4) square feet of bearing area on undisturbed earth.

B. Valve Boxes:

1. Center on valves.
2. Carefully tamp earth around each valve box to a distance of 4 feet on all sides of box or to undisturbed trench face, if less than 4 feet.

C. Hydrants:

1. Set hydrants where shown on plans in accordance with Standard Detail Drawing D-12.
2. Install gravel, blocks and anchors in accordance with Standard Detail Drawing D-12.

3. Set reference elevation 3 inches above existing grade or to elevation established by ENGINEER (not to exceed 6 inches).
4. Break-a-way flange to be either ground level where applicable or between 3 inches and 6 inches above curb as established by ENGINEER.

3.04 ACCEPTANCE TESTS FOR PRESSURE MAINS:

A. Perform hydrostatic pressure and leakage test.

1. Conform to AWWA C600 procedures.
   a. As modified herein.
   b. Shall apply to all pipe materials specified.
2. Perform after backfilling.

B. Test separately in segments between sectionalizing valves, between a sectionalizing valve and a test plug, or between test plugs.

1. CONTRACTOR to furnish and install test plugs, including all anchors, braces and other temporary or permanent devices to withstand hydrostatic pressure on plugs, at no additional cost to the OWNER.
2. CONTRACTOR responsible for any damage to public or private property caused by failure of plugs.

C. Limit fill rate of line to available venting capacity. Fill rate shall be regulated to limit velocity in lines when flowing full to not more than 1 fps.

D. OWNER will make water for testing available to contractor at nearest source. Valves of existing system will at all times be operated by COUNTY personnel **only.**

E. Pressure Test:

1. Conduct at pressure at least 1.5 times than normal working pressure (not less than 150 psi test pressure).
2. Maintain pressure for a minimum of two (2) hours.
3. Test pressure shall not vary by more than +5 psi.

F. Leakage Test:

1. Conduct concurrently with the pressure test.
2. Maintain pressure for a minimum of two (2) hours.
3. Acceptable when leakage does not exceed that determined by the following formula.

$$L = \frac{ND\ P}{7400}$$

L = Maximum permissible leakage in gallons per hour.
N = Number of pipe joints in segment under test.
D = Nominal internal diameter of pipe being tested in inches.
P = Average actual leakage test pressure, psig.

4. Repeat leakage test as necessary.

a. After location of leaks and repair or replacement of defective joints, pipe or fittings.
b. Until satisfactory performance of test.
c. At no increase in cost to the OWNER.

G. Refit and replace all pipe not meeting the leakage or pressure requirements. Repair clamp is not permitted.

H. Repair all visible leaks regardless of the amount of leakage.

I. OWNER or ENGINEER will observe all tests.

3.05 DISINFECTION OF PIPELINES FOR CONVEYING POTABLE WATER:

A. CONTRACTOR provide all equipment and materials and perform in accordance with AWWA C601.

1. As modified herein.
2. Include chlorination and final flushing.

B. Add chlorine to attain an initial concentration of 50 mg/1 chlorine with 10 mg/1 remaining after 24 hours.

C. Flush main until concentration is 2 mg/1 or less prior to placing main in service.

D. Obtain approval of materials and methods proposed for use.

E. May be conducted in conjunction with acceptance tests.

F. Dispose of flushing water without damage to public or private property.

G. Repeat disinfection procedure should initial treatment fail to yield satisfactory results.

1. At no additional cost to the OWNER.

2. OWNER will provide water under terms specified for acceptance tests.

H. Do not exceed 500 gpm rate in flushing.

I. Provide safe bacterial sample results before placing main into service.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRESSURE LINES:

A. Line shall be measured along the center of the pipe without considering fittings or

other pipe connections. The line will be paid at the contract bid price per linear feet.

B. Compensation will be for furnishing all materials, labor, equipment, tools and incidental work required by the construction of the pressure line, all in accordance with the plans and these specifications.

C. If pressure line fails any test procedure, trouble spot is to be corrected all as incidental to the construction of the pressure line.

*** * * END OF SECTION * * ***

SECTION 02558

WATER VALVES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and installing valves as indicated on the plans or as directed by the ENGINEER in accordance with these specifications.

B. Unless otherwise noted, all valves 4-inches and larger shall be AWWA-type valves of suitable design and fully equipped for service buried in the earth, with our need for further modification and shall be wrapped with 8-mil polyethylene film with all edges and laps securely taped to provide a continuous wrap.

C. Valve ends on valves 4-inches and larger shall be flaned or mechanical joint. All mechanical joints shall conform to AWWA Specification C111. Flanges shall be dimensioned, faced, and drilled to the 125-pound "American Standard".

D. Valves shall be carefully installed in their respective positions, accessible for operation and repair. Unless shown on the plans otherwise, valves shall be of the same sizes as the pipelines in which they are installed. Stems shall be installed pointing straight upward. The operating nut of all valves or valve stem extensions shall be no deeper than 18-inches below the top of the valve box cover. Valves shall be left in satisfactory operating condition, free from all distortion and strain.

E. All valve operators shall turn in a counterclockwise direction to open the valve.

PART 2 - PRODUCTS

2.01 VALVE TYPES

A. Gate Valves

1. Gate valves shall only be used for pipe sizes of 12-inches and smaller, unless otherwise noted on the plans.

2. Resilient seat gate valve shall be used and shall conform to AWWA C 509. The gate valve shall be a non-rising stem type with inside screw and "O" ring seals. The valve shall have a standard hub equipped with a square operating nut. The body-to-bonnet and bonnet-to-bonnet cover shall use "O" rings as seals.

3. The resilient seat shall be mechanically retained or bonded on the valve gate (wedge disc).

4. The gate valve shall have a protective coating inside and outside of fusion-bonded epoxy approved for potable water.
5. The valve stem shall comply with AWWA C 509. The material for the valve stem shall be brass or bronze, and shall have a minimum yield strength of 20,000 psi and minimum tensile strength of 60,000 psi. The valve stem shall be compatible and interchangeable with the equivalent sized double disc gate valve models.

6. Gate valves shall have a 2-inch square operating hub nut.

7. The number of turns to open the valve shall be the same or less than the equivalent sized double disc gate valve models. Maximum input torque to open and/or close the valve shall be 200 foot pounds for a 4-inch valve and 300 foot pounds for 6-inch under a working pressure of 200 psi.

8. Before the Work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Water Valve Data Card".

9. Gate valves shall be American Darling, Metroseal by U.S. Pipe, Mueller, or approved equal.

B. Rubber Seated Butterfly Valves

1. Butterfly valves will be used in lieu of gate valves for sizes of 14-inches and larger, the butterfly valve shall be of the rubber-seated tight closing type conforming to AWWA C504.

2. The valve body shall be cast iron having integral hubs for the housing shaft bearings and seals. The body ends shall be flanged per AWWA C504 with the flanges designed for installation between Class 125 cast iron flanges or mechanical joint meeting the requirements of AWWA C111.

3. The butterfly valve disc shall be cast iron.

4. The seat shall be buna-n rubber and shall be mechanically retained on the disc edge by means of 18-8 stainless steel bolts. Seat must also be capable of being replaced in the field without chipping, grinding, or burning out of the old seat or retaining substance. The body seat mating surface shall be 18-8 stainless steel, type 304 mechanically retained.

5. Valve shafts shall be 18-8 stainless steel, type 304 and shall be securely attached to the disc by means of bolts, dowel pins, or taper pins.
All butterfly valves shall be side operated. Valve actuator shall be integrally mounted on the valve mounting flange and shall be of the self locking traveling nut type in complete accordance with AWWA C504 requirements. Actuators shall be furnished with a standard 2" operating nut and must be designed to permit the adjustment of the valve disc seating without the removal of the housing cover.

6. All butterfly valves shall be tested per AWWA C504.

7. Before the work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Water Valve Data Card".

C. Valve Stem Extension

1. Extension stems shall be provided as necessary to situate the operating nut no greater than 18-inches below the valve cover.

2. Extension stems shall be equipped with stem guides affixed to the valve box at intervals not to exceed ten feet.

3. Stem guides shall be considered a part of the extension. Extension stems and stem guides shall be manufactured items or approved equal.

D. Air and Vacuum Valves

1. Air and vacuum valves shall be of the type that automatically exhaust large quantities of air during the filling of a pipeline and allow air to re-enter during draining or when a negative pressure occurs.

2. The inlet and outlet of the valve shall have the same cross-sectional area. The floats shall be guided by a stainless steel guide shaft and seat against a synthetic seat.

3. Valves shall have N.P.T. inlets and outlets.

4. All air and vacuum valves shall be constructed of cast iron with stainless steel trim and buna-n seating. Valve shall be as manufactured by Val-Matic Valve & Mfg. Corp., Series 100.

E. Fire Hydrants

1. Fire hydrants and their extensions shall be in accordance with AWWA C 502, traffic type.

2. Fire hydrants shall have one 5 1/4 inch diameter valve opening; 6-inch mechanical joint of slip-on inlet connection; two 2 1/2 inch hose nozzle connections; and one 4 1/2 inch steamer nozzle with National Standard Fire Hose coupling Screw Threads or as specified by the OWNER.

3. Fire Hydrants shall have a bronze or cast iron, pentagon, operating nut, be designed for 150 psi., working pressure service, and have a normal bury of 4 to 4 1/2 feet unless field conditions require a deeper bury, in which case extensions will be used so as to bring the bottom of the break-off flange 2 to 8 inches above the top of finished grade.

4. The pipe fittings and fire hydrants starting at the street main and ending at the fire hydrant itself shall be lying in a line perpendicular to the street's

centerline or radially on a curvilinear installation.

5. Fire hydrants shall be installed in as near a vertical position as possible and shall have no more than 1/2 inch variation from a vertical line between the breakway flange and the top of the fire hydrant.

6. Hydrants shall be dry barrel, post-type with compression main valve closing with pressure. They shall have a field lubrication capability. Hydrants shall have a bronze seat ring threaded into a bronze drain ring or bronze or cast iron bushing.

7. Hydrant interior and exterior below the ground line shall be coated with asphalt varnish, and the exterior painted from the top to a point one foot below the ground level flange, consisting of one coat rust inhibitive primer.

8. The bottom plate of the main valve shall be epoxy coated. The shoe of the fire hydrant shall have a 6-inch mechanical joint connection. The inside shall be epoxy coated to prevent corrosion.

9. The nozzle shall be threaded in-place and retained by stainless steel locks.

10. Hydrant body shall be threaded to receive the threaded nozzle. Nozzle shall be secured by a stainless steel locking device.

11. Fire hydrant shall contain two drain outlets. The drain outlets shall be constructed of bronze. Hydrant shall be provided with a pentagon operation nut to open counter clockwise and shall have an anti-friction washer between the hold-down nut and the operating nut.

12. Fire hydrants shall be installed at locations as shown on construction plans and in accordance with Standard Detail Drawings.

13. No project will be accepted by the OWNER until all hydrants are operational, accessible and have been tested by the McAllen Fire Department.

14. Before the work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Fire Hydrant Data Card".

15. Hydrants shall be limited the following unless prior written approval is provided by the ENGINEER:

    a) Mueller Centurion A-423

    b) American Darling B-84-B

    c) Kennedy Guardian K-81A

    d) U.S. Pipe Metropolitan

F. Valve Boxes

1. Valve boxes, rings and covers shall be the type, size and material as shown in Standard Detail Drawings.

2. No valve box shall be paved over without the permission of the ENGINEER. Paving material shall not remain on valve box covers overnight.

3. Valve boxes shall be fabricated using 6-inch cast-iron sliding type pipe shaft with cover and base casting.

4. Drop covers for valve boxes shall be marked "water" using lettering casted in the cover by the manufacturer.

5. Top of valve box shall be set at finished grade unless otherwise noted.

2.02 WATER VALVE DATA CARD:

A. Water Valve Data Card, as shown on Figure 02558-1 and 02558-2, shall be prepared for all types of valves (Gate Valves, Butterfly Valves, Air Release Valves, etc) according to the following instructions:

1. The Valve Number will be assigned by the OWNER at a later date.

2. Valve Size is the nominal diameter of the valve, i.e., 6-inch, 14-inch or 48-inch. In the case of compound valves give size of main valve and by-pass valve, i.e., 24-inch and 4-inch, or 36-inch and 6-inch.

3. Valve Type is the general description of the valve, such as: Vertical Gate Valve, Horizontal Gate Valve, Vertical Gate Valve with by-pass, Horizontal Gate Valve with by-pass, Butterfly Valve, Globe Valve, Check Valve, etc.

4. Make and Model refers to the manufacturer, make and model number to identify the valve for replacement parts, such as Mueller No. A-2308-6. This information should be available from the shop drawings.

5. Number of Turns and Direction to Open is the number of revolutions of the operating nut to make the valve travel from fully closed to fully open, and the direction is either clockwise or counter-clockwise, i.e., 54 turns counter-clockwise. All standard valves shall open counter clockwise. Operation, turn count, and direction to open will be verified by the ENGINEER prior to installation.

6. Under Project Name is the assigned work order number or name shown on plans.

7. Date Warranty expires is the expiration date, under the contract, for requiring warranty repairs.

8. Street Location: Give both block number and street name. For valves in intersections give both streets.

9. The section on coordinate location shall be completed by the ENGINEER.

10. All applicable items on the "Water Valve Data Card" should be filled in. However, accuracy is more important than filling blank spaces. Therefore, if an item is unknown and cannot be determined, leave the space blank.

11. Depth to "Operator" is vertical distance to the top of actual valve operating nut to top of valve box cover.

12. Extension length is self explanatory.

2.03 FIRE HYDRANT DATA CARD:

A. A fire hydrant data card, as shown on Figure 02558-3, shall be prepared for all installations of fire hydrants, in accordance with the following instructions:

1. Fire hydrant number will be assigned by the OWNER at a later date.

2. Fire hydrant type refers to the manufacturer's make and model. For example: Mueller Centurion, A 423 Model.

3. Location. Indicate both block number and street name. At intersections indicate both street names.

4. Date Installed. Indicate actual date the hydrant was installed.

5. Depth. Indicate the actual depth in feet of the lower barrel of the fire hydrant. This depth is measured from the shoe to the breakaway flanges of the hydrant.

6. On the reverse side of the card indicate the location of fire hydrant on the sketch.

PART 3 - EXECUTION

3.01 SETTING VALVES, DRAINS AND AIR RELEASES:

A. Unless otherwise indicated, main line valves, drain valves and piping, air and vacuum release assemblies and other miscellaneous accessories shall be set and jointed in the manner described for cleaning, laying, and jointing pipe.

B. Unless otherwise indicated, valves shall be set in line with the radius point and the corresponding point of curvature or point of tangency of adjacent curbs or right of way lines.

C. Valves shall be installed and the stems adjusted so that the top operating stems will be at the proper depth required for the piping at the location indicated above.

D. Valve boxes and valve stem casings shall be firmly supported and maintained, centered and aligned plumb over the valve or operating stem, with the top of the box or casing installed flush with the finished ground or pavement in existing streets and installed with the top of the box or casing approximately 6-inches below the standard street subgrade in streets which are excavated for paving construction or where such excavation is scheduled or elsewhere as directed by the ENGINEER.

E. Drainage branches or air blow-offs shall not be connected to any sanitary sewer or submerged in any stream or be installed in any other manner that will permit back siphonage into the distribution.

F. Every drain line and every air release line shall have a full sized independent gate valve flanged directly to the main.

G. Flap-valves, shear gates, etc., will not be accepted.

3.02 SETTING FIRE HYDRANTS:

A. Fire hydrants shall be located in a manner to provide accessibility and in such a manner the possibility of damage from vehicles or injury to pedestrians will be minimized.

B. Unless otherwise directed, the setting of a hydrant shall conform to the following:

1. When placed behind a curb, the hydrant barrel shall be set so that no portion of the pumper of hose nozzle cap will be less that 12 nor more than 24-inches from the gutter face of the curb or less than 20 feet from the curb line intersection of any street.
2. If set between streets, the hydrant shall be placed as directed by the ENGINEER.
3. When set in the lawn space between the curb and the sidewalk or between the sidewalk and property line, no portion of the hydrant or nozzle cap shall be within 6-inches of the sidewalk.

C. All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the curb with the pumper nozzle pointing normal to the curb. They shall conform to the finish grade with the hydrant bury mark approximately level with the ground or other finish grade, with the large pumper nozzle approximately 18-inches above grade as indicated without the use of hydrant extensions except where authorized by the ENGINEER.

D. Each hydrant shall be connected to the main pipe with the 6-inch Ductile Iron branch.

E. Below each hydrant, a drainage pit 2 feet in diameter and 2 feet deep shall be excavated and filled compactly with coarse gravel or broken stone mixed with

coarse sand under and around the blow of the hydrant, except where thrust blocking is situated and to a level 6-inches above the hydrant drain opening.

F. No hydrant drainage pit shall be connected to a sanitary sewer.

G. The bowl of each hydrant shall be well braced against unexcavated earth at the end of the trench with concrete thrust blocking (taking care not to obstruct the hydrant drain holes) or it shall be tied to the pipe with approved metal harness rods and clamps.

H. Hydrants shall be thoroughly cleaned of dirt or foreign matter before setting.

3.03 PROTECTIVE COVERING:

A. Unless otherwise indicated, all flanges, nuts, bolts, threaded outlets and all other steel components buried and in contact with earth or backfill shall be wrapped with 8-mil (minimum) polyethylene film meeting ANSI/AWWA Specification C-105-current, with all edges and laps taped securely to provide a continuous and watertight wrap.

3.04 VALVE BOX REHABILITATION:

A. This item shall include replacement of the valve can and collar only where the work connects to an existing valve that is to be left in place.

B. This work shall be done only if the existing valve box does not have the required concrete collar around the can.

C. The work and materials shall include the following:

1. Replacement of the original can regardless of its condition, with the new 12-inch diameter corrugated metal culvert pipe.
2. Install concrete collar.
3. The existing ring and cover shall be reused if in good condition.
4. Removal and replacement of the pavement.
5. Excavation, backfill, and compaction.
6. All materials, labor, and equipment necessary to do the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of accepted material, complete in place shall be made as follows:

1. Valves - Per each including valve stem casting and cover, excavation, setting and adjusting to grade and anchoring in place.

2. Air and Vacuum Valves - Per each including threaded valve and corporation cock, pipe, fittings, meter box and cover.

3. Fire Hydrants - Per each not including pipe, fittings and valves between main line and fire hydrant.

4. Fire Hydrant Extensions - Per vertical foot, in cases where the bury of the fire hydrant is greater than 4 feet, complete in place, including rod extensions, bolts and all other required accessories.

5. Valve Boxes - Per each when not incidental to another item, including cover, excavation, setting and adjusting to grade and anchoring in place, complete in place.

6. Valve Box Rehabilitation - Per each including all applicable materials.

4.02 PAYMENT

A. Payment for items measured above shall be made at the unit bid price as follows:

B. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02560

AWWA C905 PVC PLASTIC WATER PIPE SPECIFICATIONS

SCOPE

This specification designates general requirements for 14" through 48" un-plasticized polyvinyl chloride (PVC) plastic water pipe with integral bell and spigot joints for the conveyance of water and other fluids. This pipe shall meet AWWA C905 ANSI/NSF-61 and ANSI/UL 1285 (14" – 24").

MATERIALS

Pipe shall meet the requirements of AWWA Standard C905 "Polyvinyl Chloride (PVC) Water Transmission Pipe." All pipe shall be made from quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D1784.

STANDARD LAYING LENGTHS

Standard laying lengths are 20 feet for all sizes.

PIPE

All pipe shall be suitable for use as pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric gasket. The bell shall consist of an integral wall section with a factory installed, solid cross section Rieber/other elastomeric gasket, which meets the requirements of ASTM F477. The bell section shall be designed to be at least as hydrostatically strong as the pipe barrel and meet the requirement of AWWA C905. The joint designs shall meet requirements of ASTM D3139, under both pressure and 22 in. Hg vacuum. Sizes and dimensions shall be as shown in this specification.

QUICK BURST TEST

Randomly selected samples tested in accordance with ANSI/UL 1285 shall withstand, without failure, the pressures listed below when applied for 60-70 seconds.

DR	PRESSURE RATING (psi)	MINIMUM BURST
18	235	755
25	165	535
32.5	125	400
41	100	315
51	80	255

FLATTENING TEST

Specimens of pipe, a minimum of 6 in. (150 mm) long, shall be flattened between parallel plates in a suitable press until the distance between the plates is 40 percent of OD of the pipe. The rate of flattening shall be uniform and such that the compression is completed within 2 to 5 minutes. There shall be no evidence of splitting, cracking or breaking.

*** * * END OF SECTION * * ***

SECTION 02572

CONCRETE PIPE

1. DESCRIPTION

This item shall consist of concrete pipe of the types, classes, sizes and dimension required on the plans, furnished and installed at such places as are designated on the plans and profiles, or by the Engineering accordance with these specifications and in conformity with the lines and grades on the plans or as directed by the ENGINEER.

2. MATERIALS

A. General: The pipe shall be of the type, size and class called for on the plans or in the proposal, and shall be in accordance with the following appropriate requirements. When the plans or proposal provide a choice of pipe, the CONTRACTOR shall indicate in the bid the type of pipe proposed to be furnished.

B. Non-Reinforced Concrete Pipe: Non-Reinforced concrete pipe shall conform to the requirements of ASTM Specifications C412; C14 or C118.

C. Mortar: Mortar for pipe joints and connections to other structures shall be composed of one part by volume of Portland Cement and two parts of mortar sand. The Portland Cement shall conform to the requirements of ASTM Specification C-150, Type 1. The sand shall conform to the requirements of AASHTO Specification M-45. Hydrated lime may be added to the mixture of sand and cement in the amount equal to 15% of the weight of cement used.

D. Rubber Joint Pipe: Rubber joint pipe shall be of the bell and spigot type with the adjacent surfaces of the bell and spigot parallel to the axis of the pipe. The dimension of the bell enlargement shall be such as to provide a minimum shell thickness in each the bell and spigot equal to the wall thickness of the pipe.

The inner surface of the bell and the outer surface of the spigot shall be true to design dimensions within a tolerance of 1/32 inch plus or minus. The annual space shall properly designed to compress the rubber gasket to form a watertight seal when the joints are forced together.

E. Rubber Gasket: The rubber gasket shall be a round rubber ring seated in the shallow groove provided in the spigot to hold the ring in place.

3. CONSTRUCTION METHODS

A. Equipment: All equipment necessary, and required for the proper construction of pipe lines shall be on the project in first class working condition approved by the ENGINEER before construction is permitted to start. The CONTRACTOR shall provide hoisting equipment to handle the pipe in unloading and placing it in its final position without

damage to the pipe.

The CONTRACTOR shall provide such hand tampers and pneumatic tampers to obtain the compaction of the pipe bed and the backfill as specified.

B. Excavation: The CONTRACTOR shall do all elevation to the depth shown on the plans. Excavated material not required or acceptable for backfill shall be disposed of by the CONTRACTOR as directed by the ENGINEER. Excavation shall not be carried below the required depth; when this is done the trench shall be backfilled at the CONTRACTOR's expense with sand or other granular material approved by the ENGINEER and adequately compacted so as to provide a stable foundation for the pipe.

When so directed by the ENGINEER, unstable soil shall be removed for the full width of the trench and replaced with sand or other approved granular material and shaped to form the bed for the pipe.

The depth of cut shown on the plans is to the invert of the pipe line.

The trench shall be excavated accurately to the established line and grade and the bed for the pipe shaped so that at least the lower 1/4 of the pipe shall be in continuous contact with the bottom of the trench.

Spaces for pipe bell shall be accurately excavated to size so that the barrel support the entire weight of the pipe.

The CONTRACTOR shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation, also as required for safety and to conform to governing laws.

The cost of bracing, sheathing and sharing and the removal of same safety and to conform to governing laws.

The cost of bracing, sheathing and shoring and the removal of same shall be included in the price bid for pipe.

C. Cradles and Casing: When the ENGINEER finds the bottom of the trench to be and insufficient foundation for the pipe, He shall determine the location and dimensions of the necessary cradles to properly support the pipe. The design details for the cradles shall be shown on the plans.

D. Laying and Installing Pipe: The CONTRACTOR shall provide the necessary mason's lines and supports to insure installation of the pipe to line and grade, as staked by the ENGINEER. The CONTRACTOR's facilities for lowering the pipe into the trench shall be such that neither the pipe nor the trench will be damaged or disturbed.

The ENGINEER shall inspect all pipe before it is laid, and reject any section that is damaged by handling or is found to be defective to a degree which will materially affect the function and service of the pipe.

The laying of the pipe in the finished trench shall be started at the lowest point and laid upgrade. When bell and spigot pipe is used the bell shall be laid upgrade. If tongue and groove pipe is used, the groove end shall be laid upgrade.

The pipe shall be firmly and accurately set to line and grade so that the invert will be smooth and uniform. The pipe shall be protected from water during placing and until the mortar in the joints has thoroughly set. When placing concrete pipe constructed with elliptical reinforcing the pipe shall be oriented in accordance with the manufacturer's markings of top and bottom.

The upgrade end of pipe lines not terminating in a structure shall be plugged with a cap or plug approved by the ENGINEER.

Pipe which is not true in alignment, or which shows any settlement after laying, shall be taken up and re-laid without extra compensation.

E. Pipe Joints: Motor joints shall be made as follows:

All pipe shall be carefully laid, bell or groove and upgrade, spigot or tongue and fully entered into the adjacent hub, with the inner surface of the abutting pipes flush and even and true to lines and grades given.

The joints of the concrete pipe shall be caulked and filled with specified mortar. Joints of concrete pipe shall be thoroughly wet before making the joint. The lower portion of the bell or groove of the pipe in place and the upper portion of the spigot or tongue of the succeeding pipe shall be filled with mortar so that when the spigot or tongue end is fully entered into hub end, the mortar will be squeezed evenly into the joint. After the pipe is laid, mortar shall be added as required to completely fill the joint inside and out, wiped and finished smooth with the surface of the pipe. After the initial set, the mortar on the outside shall be protected from the air and sun with a cover of thoroughly wetted earth or burlap, or sheet plastic. Joints for irrigation pipe lines shall be banded on the outside.

F. Rubber Joints shall be made as follows:

Round rubber ring gaskets shall be installed by forcing the spigot of each pipe section (with gasket in place) into the bell of the previously laid pipe with an approved pulling device that will force the sections together smoothly so that the gasket is properly seated and compressed. The bell and spigot shall be lubricated with flax soap lubricant before the sections are forced together.

It shall be the prime requirement that the completed line have watertight joints throughout.

The method of pulling the joints together shall be such as to avoid disturbing previously laid sections of pipe, or allowing the rubber gaskets to lose compression.

G. Open Joints: Open joints for underdrains or subdrains shall be made by butting pipe tightly together without mortar. The top three-fourths of the joints shall be protected by

covering with mortar or roofing felt or as specified in the plans.

H. **Backfilling:** All trenches and excavations shall be backfilled in a reasonable time after the pipes are installed therein unless other protection of the pipe is directed by the ENGINEER. The backfill material shall be approved by the ENGINEER. Backfill material containing stones or rock exceeding three (3) inches in diameter shall not be used adjacent to the pipe or until the fill over the top of the pipe exceeds one (1) foot. Backfill material containing rock three (3) inches in diameter or larger shall not be used in trenches under paved areas. Special care shall be taken in placing the backfill. Great care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

The backfill shall be placed by hand in loose layers not to exceed six (6) inches in depth under and around the pipe and thoroughly compacted to the density of the surrounding earth until a cover of not less than twelve (12) inches over the pipe is attained. The remainder of the backfill may be placed by machine or other approved methods as follows:

I. **Under paved areas and driveways** the backfill shall be placed in loose layers not exceeding eight (8) inches in depth and compacted to the density of the surrounding earth or in any case, not less than 80% density as determined by AASHTO Test Method T-99 up to a point nine (9) inches below sub-grade surface.

The top nine (9) inches of sub-grade shall be compacted to 90% density.

J. **In unpaved areas** backfill shall be placed in layers and controlled moisture added when so directed and shall be compacted to that density which will prevent caving of trench walls and will prevent excessive settling of backfill. Backfill shall be shaped neatly in a mound over the immediate area of the trench to a height six (6) inches above ground so that when completely settled, the area of the trench will be level with normal ground. Where trenches are adjacent to curbs, pavement, walks or other structures, care shall be taken to obtain the compaction necessary to prevent cave ins and subsequent damage to said curbs and structures.

Water tamping or flooding will be permitted in unpaved areas unless otherwise directed by the ENGINEER.

K. **Connections:** Where the plans call for connections to existing or proposed structures, these connections shall be watertight and so made that a smooth uniform flow line will be obtained throughout the drainage system.

L. **Cleaning and Restoration of Site:** After the backfill is completed, the CONTRACTOR shall immediately dispose of all surplus material, dirt and rubbish from the site. The CONTRACTOR shall restore all disturbed areas to their original conditions.

After all work is completed, the CONTRACTOR shall removal tools and other equipment used by him, leaving the entire site free, clear and in good condition.

Performance of work described in this section shall not be paid for directly, but shall be considered as a subsidiary obligation of the CONTRACTOR, cover under the contract unit price for pipe.

M. Inspection: Prior to final approval of the pipe line the ENGINEER, accompanied by the CONTRACTOR's representative, shall make thorough inspection, by an appropriate method, of the entire installation. Any indication of defects in material or workmanship or obstruction to flow in the pipe system shall be further investigated and corrected as necessary. Defects due to the CONTRACTOR's negligence shall be corrected by the CONTRACTOR without additional compensation, and as directed by the ENGINEER.

4. METHOD OF MEASUREMENT

The footage of pipe to be paid for shall be the number of linear feet of pipe in place to the depth specified, completed and approved; measured along the centerline of the pipe from end or inside face of structure, to end or inside face of structure, whichever is applicable. Depth shall be measured from the ground surface to the invert of the pipe. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe line being measured.

The volume of concrete for pipe cradles to be paid for shall be the number of cubic yards of concrete complete in place and accepted, determined from the dimensions shown on the plans, or as ordered by the ENGINEER.

5. METHOD OF PAYMENT

The footage of pipe, measured as provided under "Method of Measurement" shall be paid for at the contract unit price per linear foot for "Concrete Pipe" of the several classes, types, sizes and depths, which price and payment shall constitute full compensation for furnishing, hauling and installing the pipe, for common excavation; for backfill and compaction; for jointing; for connections to structures; and for all material, labor, equipment, tools and incidentals necessary to complete the pipe as shown on the plans out shall not constitute payment for manholes, catch basins, inlets, cradles, inspection holes, or headwalls, the payment for which is provided for as separate items.

The cubic yards of concrete determined as provided under "Method of Measurement" shall be paid for at the contract unit price per cubic yard for "Concrete for Pipe Cradles", which price and payment shall constitute full compensation for concrete in place including reinforcing when shown on the plans.

*** * * END OF SECTION * * ***

SECTION 02575

MANHOLES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of materials for and the installation of manholes for sanitary and storm sewer systems.

B. Manholes shall be constructed in accordance with the design and details shown on the plans and as herein after provided.

C. Precast concrete cone units may be used on brick, concrete block, and poured concrete manholes, where specified.

D. Invert elevations shall not vary more than 0.05 feet from the grade designated by the ENGINEER.

E. Manholes will not be constructed with cast in place steps. Where steps are required by the ENGINEER, the steps will be installed after the manhole has been constructed. The step used shall be a 1/2" grade 60 steel reinforcing rod encapsulated in a co-polymer poly-propylene as manufactured by M.A. Industries, Inc. (Model #P-2-PFS) or equal as approved by the ENGINEER. Installation of the steps shall be as recommended by the manufacturer.

PART 2 - PRODUCTS

2.01 GENERAL:

A. All cement used shall be Type II or approved equal.

B. All manhole foundations or bases shall be concrete and constructed as shown on the plans and in no case shall the thickness be less than 6 inches.

2.02 BRICK MANHOLES

A. Unless otherwise specified, manholes described herein shall be constructed of grade MS Brick and Type M Concrete Mortar.

2.03 CONCRETE MANHOLES

A. Precast Manholes & Sections

1. Construct eccentric or concentric top manholes as indicated of precast pipe on conformance with ASTM C-478 using Type II Portland Cement.

2. Construction details as indicated on the plans.
3. Provide factory fabricated block-outs at base or cast-in-place rubber gasket for connection of required sewer line.
4. Minimum wall thickness will be 5 inches.
5. Concrete in foundation shall comply with Section 03300. Reinforcing steel shall comply with Section 03330.

B. Cast-in-Place Manholes

1. Concrete shall comply with Section 03300.
2. Reinforcing Steel shall comply with Section 03330.
3. Construction details as indicated (D-2).
4. Minimum wall thickness will be 5 inches.
5. Provide cast-in-place rubber gasket for connection of required sewer line.

C. Precast Concrete Manhole Bases

1. Precast concrete manhole bases may be used when approved by the ENGINEER. If approved, it shall be with the understanding that the CONTRACTOR shall be responsible for placing the bases at the specified elevation, location, and alignment.
2. Precast bases shall be manufactured with cast-in-place sewer pipe gaskets, such as: "A-LOK" or approved equal.

2.04 COATING OF MANHOLES:

A. Exterior of Manholes

1. Exterior coating of manholes shall be required in all cases.
2. The coating shall be a waterproofing type of bitumastic or asphaltic material, as approved by the ENGINEER.
3. Application shall be in accordance with the manufacturer's published recommendations.

B. Interior of Manhole

1. Interior coating of manholes shall be required as noted in the plans or as directed by the ENGINEER.
2. Coating shall be in accordance with the manufacturer's published recommendations.

C. Plastering of Manholes

1. The work shall include the coating of the surface of existing brick or block manholes with plaster as required on the plans or directed by the ENGINEER.

2.05 FRAMES, GRATES, RINGS AND COVERS:

A. Welded Steel

1. Welded steel grates and frames shall conform to the member, size, dimensions and details indicated and shall be welded into an assembly in accordance with those details.
2. Steel shall conform to the requirements of ASTM A 36.

B. Castings

1. Castings, whether Carbon-Steel, Gray Cast Iron or Ductile Iron shall conform to the shape and dimensions indicated and shall be clean substantial castings, free from sand or blowholes or other defects. Surfaces of the castings shall be free from burnt on sand and shall be reasonable smooth.
2. Runners, risers, fins and other cast on pieces shall be removed from the castings and such areas ground smooth.
3. Bearing surfaces between manhole rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact.
4. Pairs of machined castings shall be march marked to facilitate subsequent identification at installation.
5. Steel castings shall conform to ASTM A 27, "Mild to Medium Strength Carbon Steel Castings or General Application". Grade 70-36 shall be furnished unless otherwise specified.
6. Cast iron castings shall conform to ASTM A 48, "Gray Iron Castings", Class 30.
7. Ductile Iron castings shall conform to ASTM A 536, "Ductile Iron Castings". Grade 60-40-18 shall be used unless otherwise indicated.

C. Rings

1. Adjusting rings shall conform to ASTM A 536, "Gray Iron Castings"

D. Nuts and Bolts

1. Commercial grade galvanized nuts and bolts shall be as indicted. The zinc coating shall be uniform in thickness, smooth and continuous.

E. Mortar

Mortar for bedding castings shall consist of 1 part cement and 3 parts sand meeting the requirements of fine aggregate Grade No. 1 in Section 03300.

F. Manhole Accessories

1. Manhole lid and cover:

   a. Gray cast iron, with minimum clear opening 24-inches.
   b. Use Neenah R-1916-F or approved equal for bolted covers.

c. Use Neenah R-1670-D for lids not requiring bolting feature.
d. Provide anchor bolt holes for exposed manhole tops.

2. Manhole Rings - provide minimum of three throat rings between cone and manhole lid and cover.

3. Coating - interior concrete surfaces will be protected by two applications of Inerol Standard as manufactured by the Inerol Company, Inc., or equal as approved by ENGINEER.

PART 3 - EXECUTION

3.01 GENERAL:

A. Foundations to be poured in place.

B. Construct manhole foundation and channel inverts integrally. See Standard Details included herein.

C. Precast manhole sections may be installed after foundation concrete has attained 75% of design strength.

D. Forms for cast-in-place manhole may be installed after foundation concrete has attained 75% if design strength.

E. Manhole foundation and manhole may be installed simultaneously if manhole section is supported on concrete blocks and foundation concrete placed under and around bottom section.

F. Completely fill joints with pre-formed plastic gasket.

G. Heat materials in freezing weather and protect work from cold; maintain temperature of work at 40^0 F. for at least 24 hours after placing.

H. Invert Channels:

1. Form invert channel as indicated.
2. Make changes in direction of flow with smooth curves of as large a radius as size of manhole permits.
3. Make changes in size and grade smoothly and uniformly.
4. Slope floor of manhole adjacent to channels in drain thereto.
5. Finish channel bottom smoothly without roughness, irregularity, or pockets.

I. Pipe Connection:

1. Make watertight.
2. Use rubber gasket.
3. All connections shall be at flowline of manhole.

J. Exterior Pipe Support:

1. Support vitrified clay pipe on concrete cradle from manhole connection to first joint on each side of manhole as indicated.
2. Provide pipe joint within 18 inches of manhole wall.

K. Castings, frames, and fittings:

1. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortal is placed.
2. The unit shall be protected until mortar or concrete is set.

L. Coatings shall be applied after ENGINEER's approval of structure.

M. Oil foundations, one foot beyond perimeter of concrete to base shall be compacted to a depth of one foot to 95% maximum density of ASTM D 1557.

3.02 BRICK MANHOLES:

A. Brick shall be clean, saturated surface dry before laying and shall be laid on a full mortar bed with "push joints".

B. In no event will slushing or grouting of a joint be permitted nor shall a joint be made by working in mortar after the brick has been laid.

C. Joints between the courses of bricks in manholes and other structures shall be as nearly as possible to a uniform thickness of 3/8 inch.

D. The inside and outside of all brick sewer structures shall be neatly plastered with Type M mortar 1/2 inch thick and curved.

E. Brick work shall not be laid upon a concrete foundation less than 24 hours after such foundation has been poured.

F. No brick work shall not be laid in water nor, except as prescribed for curing, shall water be allowed to stand or run on any brick work until the mortar has thoroughly set.

G. Where new work is joined to existing unfinished work, the contact surfaces of the latter shall be thoroughly cleaned and moistened.

3.03 CONCRETE MANHOLES:

A. Manholes constructed of poured concrete (reinforced or non-reinforced) or precast reinforced concrete risers and tops shall complying with the requirements of ASTM C 478.

B. Circular precast manhole sections shall be provided with a rubber or mastic gasket to seal joints between sections.

C. All lifting holes, except Type "C" manhole cover lids, and gaps at joints shall be filled with a non-shrink grout.

3.04 ABANDONMENT OF MANHOLES:

A. Abandonment of manhole, which is part of a sewer line being abandoned, shall entail the following work and materials:

1. Manhole will not be removed but will be abandoned in place.
2. All manhole inlet and outlet lines shall be plugged with a 12-inch thick concrete or concrete mortar plug.
3. Salvageable material shall be stockpiled on the job site. The CONTRACTOR shall contact Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project.
4. Unusable materials will be disposed of by the CONTRACTOR.
5. Manhole bottom will be pulverized, as directed by the ENGINEER.
6. The manhole shall be filled with cement treated base (CTB) material to the bottom elevation of the asphalt base course of the pavement or to the ground surface level.
7. All labor, materials and equipment necessary to complete this work shall be furnished by the CONTRACTOR.
8. For historical information the ENGINEER shall have a survey performed which will locate the abandoned manhole, relative to permanent survey markers or as directed by the ENGINEER.

3.05 MANHOLE REHABILITATION IN REPLACEMENT WORK:

A. The work under this item shall be to replace the existing manhole frame and cover and to place a concrete pad around the existing manhole as required per the construction plans.

B. This work will be done only when an existing manhole is encountered in the normal course of the replacement work that has a light weight, vented, multi-holed manhole cover.

C. This work shall include the following:

1. Remove any and all existing brick under frame and replace with new Grade MS brick as necessary to bring new frame and cover up to street grade.
2. Remove and replace existing concrete pad, or construct a new pad.
3. Remove existing manhole steps and if manhole is greater than 10 feet deep, new steps will be installed.
4. Remove and replace pavement.
5. Excavation and compaction of backfill as necessary.
6. All materials, labor and equipment necessary to do the work under this item shall be furnished by the CONTRACTOR.

D. The work and materials under this item shall be done according to the manner set forth in the Standard Detail Drawings and other sections of these specifications.

E. Salvageable material shall be stockpiles on the job site. The CONTRACTOR shall contact the Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County Yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project. Unusable materials will be disposed of by the CONTRACTOR.

3.06 MANHOLE DATA SHEET:

A. Before this work is accepted, the CONTRACTOR shall provide to the ENGINEER a completed manhole data sheet for each new manhole constructed.

B. Manhole data sheet as shown in Exhibit 02575-1 will be completed in accordance with the following instructions.

1. A Manhole Data Sheet will be prepared for each manhole constructed.
2. The original copy of the Data Sheet will be filed with the ENGINEER. Distribution of copies will be made to all interested parties.
3. The Manhole Number will be assigned by the ENGINEER.
4. Manhole Type is the general description of the manhole, e.g.: 6 foot diameter Type E as per Standard Detail Drawings.
5. Manhole cover Size is the nominal diameter of the manhole cover. Type, Model and Pattern refers to the manufacturer, material made of, model number and design pattern to identify the identical manhole cover for replacement.
6. Section 3 requires the name of the CONTRACTOR, the name of the foreman, and the name of the inspector actually responsible for the construction of the manhole.
7. Under "Project Name" is the work order number under this contract.
8. Date Warranty Begins is the official date of acceptance of the Project or portion of the Project or portion of the Project of which this manhole was a part.
9. Date Warranty expires is the expiration date under the Contract for requiring warranty repairs.
10. Street Location: Give both block number and street name. For manholes in intersections give both streets. The "Remarks" section may be used for further clarification of manhole location.
11. Disregard the section of coordinate location. To be filled in by the OWNER at a later date.
12. All applicable items on the Manhole Data Sheet should be filled in. However, accuracy is more important than filling in blank spaces. Therefore, if an item is unknown and cannot be determined, leave the space blank.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. New Manholes

1. Manholes of 4-foot, 6-foot or 8-foot diameters shall be measured per each within the following increments of depth: 3 to 6 feet, 7 to 10 feet and 11 to 14 feet.
2. Manholes which are greater in depth than 15 feet shall be measured by the vertical foot.
3. Measurements will be made to the nearest foot and will be from the manhole rim elevation to the manhole invert elevation.

B. Elevation Adjustments

1. When a new manhole is installed, no measurement or payment will be made for rim elevation adjustment to conform to street surface grades.
2. The following measurements for rim elevation adjustments on existing manholes will be made as follows:
    a. Adjustment to a manhole frame by the addition of adjustment ring(s) will be measured per inch of adjustment ring.
    b. Leveling brick adjustment will be measured per inch of adjustment.
    c. Adjustment of manhole cone and/or barrel will be measured by the manhole diameter per vertical foot.

C. Manhole Coating

1. Plastering will be measured per square foot of surface area covered.
2. Polyurethane protective coatings will be measured as provided in section 02590.

D. Manhole Steps

1. Where required, manhole steps will be measured per installed step.

E. Abandonment of Manholes

1. Abandonment of manholes will be measured per each for the work specified.

F. Manhole Rehabilitation

1. Manhole rehabilitation will be measured per each for the work specified.

4.02 PAYMENT

A. The accepted quantities for manholes shall be paid for as follows:

1. Payment for manholes 14-feet deep or less will be made on the unit price per manhole diameter per depth increment as specified in the Bid Proposal.
2. Payment for manholes 15-feet in depth or greater will be made on the unit price per manhole diameter per vertical foot.
3. Payment for any diameter or depth will include: excavation, compacted backfilling, shelving, cover or cone, leveling bricks, frame and cover, and concrete pad or collar.

B. Elevation Adjustments

1. The following payments for accepted quantities of rim elevation adjustments on existing manholes will be as follows:

   a. Adjustment of a manhole frame by addition of adjustment ring(s) will be paid for at the unit bid price per inch of adjustment ring.
   b. Leveling brick adjustment will be paid for at the unit bid price per inch of adjustment.
   c. Adjustment of manhole cone and/or barrel will be paid for at the unit bid price per manhole diameter per vertical foot.

C. Manhole Coating

1. Plastering of the interior of manholes will be paid for at the unit bid price per square foot of surface area covered.
2. Coating of the exterior manhole with bitumastic or asphaltic material will be considered incidental to the appropriate manhole with no payment thereof.
3. Plyurethane protective coatings will be paid for as provided in Section 02590.

D. Manhole Steps

1. Manhole steps, where required, will be considered incidental to the appropriate manhole with no direct payment therefore.

E. Payment for abandonment of manholes will be paid for at the unit price per each for the work specified.

F. Payment for manhole rehabilitation will be paid for at the unit price per each for the work specified.

G. As required, the following items will be included in the unit price per appropriate adjustment: pavement removal and replacement, excavation, compacted backfilling, concrete collar or pad, leveling bricks, adjusting rings, and/or frame and cover.

H. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required including polyurethane protective coating if not included as a separate pay item. All in accordance with the plans and specifications herein.

*** * * END OF SECTION * * ***

SECTION 02580

STORM SEWER APPURTENANCES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and installing appurtenances except manholes, for storm sewers in accordance with details on the plans and as specified herein as directed by the ENGINEER.

B. The various types of structures and appurtenances such as inlets, headwalls, energy dissipators, etc. are designated on the plans by letters or by numbers indicating the particular design of each. Each type shall be constructed in accordance with the details indicated and to the depth required by the profiles and schedules given.

PART 2 - PRODUCTS

2.01 GENERAL:

A. The construction plans will specify the size and material for the pipe between the storm sewer main and the storm water collection structure.

B. The various types of storm inlets and their relation to curb and gutter, or valley gutter are shown on the Standard Detail Drawings. Construction plans will identify the type to be constructed.

C. Grating size, material, and configuration shall conform to the Standard Detail Drawings.

2.02 MATERIALS:

A. Concrete

1. Concrete for cast in place miscellaneous structures shall be Class A concrete when used with precast pipe sewer construction and Class C concrete when used with monolithic pipe sewer construction.
2. Concrete for precast structures shall be 4000 psi and comply with the applicable requirements of ASTM C 478.

B. Mortar:

1. Mortar shall be composed of 1 part Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose by conforming in other respects to the provisions of Section 03300 for fine aggregate.

2. Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

C. Reinforcement:

Reinforcing Steel shall conform to Item 440.

D. Brick:

1. Bricks shall be of first quality, sound, hard-burned brick. Shale bricks, if used, shall be homogeneous, thoroughly and uniformly burned.
2. Bricks shall not absorb more than 17 percent of water by weight submerged in water for 24 hours, having been in a completely dry state prior to placing in water.
3. Clay brick shall conform to the requirements of ASTM C 62, Grade SW. concrete brick meeting the requirements of ASTM C 55, Grade A, shall be acceptable.

E. Concrete Block:

Concrete blocks when indicated shall conform to ASTM C 139.

F. Frames, Grates, Rings and Covers:

Frames, grates, rings and covers shall conform to Section 02575 and 02577.

G. Miscellaneous Items:

Cast iron for supports, steps and inlet units shall conform to the shape and dimensions indicated. The casting shall be clean and perfect, free from sand or blow holes or other defects. Cast iron casting shall meet the requirements of ASTM A 48, Class 30. Steel for temporary covers when used with Stage Construction shall be adequate for the loads imposed.

PART 3 - EXECUTION

3.01 INSTALLATION OF DRAINAGE FACILITIES:

A. Excavation and backfilling for the storm inlet shall be accomplished in accordance with Section 02221.

B. Trenching, backfilling, and compaction for the connecting pipe between the storm sewer main and the storm inlet shall conform to the specifications contained in Section 02221. Pipe shall be installed in accordance with Section 02572.

C. All pipe and structures shall be installed per location and elevations, as shown on the construction plans. If during the course of installation, an underground obstruction (i.e., existing utility line) the work shall stop and the ENGINEER shall be immediately notified so that the problem can be resolved.

D. Direct connection to storm sewer main will be permitted if the main is a minimum of 36 inches in diameter (I.D.) and the connecting line is not greater than 12-inches (I.D.). If storm sewer mains are 48 inches (I.D.) or larger, the connecting line diameter may be increased to 18 inches (I.D.). For connecting line sized greater than those specified above, the connecting to the main will be made into a manhole or by inserting into the main a factory constructed way. Connection to the main will comply with the Standard Detail Drawings.

E. Removal of curb and gutter and sidewalk for installation of a storm inlet shall be made at a scored or full depth joint.

F. Existing pavement removal and replacement shall conform to Section 02572, 02575, 02601 and 02612 and shall conform to residential or arterial pavement sections of the same material (asphalt or Portland Cement concrete) as the existing pavement.

G. No width greater than 1/2 inch will be permitted between the inlet grate and the roadside portion of the inlet frame.

H. Private drainage facility installations, which are to be constructed under the authorization of "Drainage Facilities within Public Right-of-Way," shall comply with the Standard Detail Drawings and appropriate sections of this publication.

I. The construction inlets shall be done as soon as is practicable after sewer lines into the inlet are complete. All sewers shall be cut neatly at the inside face of the walls of the inlet and pointed up with mortar.

J. Bases for cast in place inlets may be placed prior to or at the CONTRACTOR'S option after the sewer is constructed.

K. The inverts passing out or through an inlet shall be shaped and grout across the floor of the inlet as indicated. This shaping may be accomplished by adding shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

L. All miscellaneous structures shall be completed in accordance with the details indicated. Backfilling to original ground elevation shall be in accordance with the provisions of the appropriate items and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Pavement removal and replacement will be measured by the square yard.

B. Trenching, backfilling and compaction will not be measured or paid, but will be considered incidental to other items.

C. Frame, grates, rings and covers will not measured or paid, but will be considered

incidental to other items.

D. Connecting pipe shall be measured by the linear foot along centerline of pipe from the main side wall of the inlet to the centerline of the main.

E. Storm sewer inlets shall be measured per each for the type and size specified.

F. All miscellaneous structures satisfactorily completed in accordance with the plan and specifications will be measured as complete units per each.

4.02 PAYMENT:

A. The accepted quantities of pavement removal and replacement shall be paid for at the unit bid price per square yard per type of replacement paving material.

B. The accepted quantities of connecting pipe shall be paid at the unit bid price per linear foot per type and size of pipe, and shall include pipe in place and all necessary jointing materials.

C. The accepted quantities of storm inlets will be paid at the unit price per each per type of storm inlet, and shall include: structure, grating, excavation, backfilling and compaction, and curb removal and replacement, as defined in Bid Proposal.

D. The accepted quantities of special complete structures shall be paid at the unit bid price per each.

E. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02601

FLEXIBLE BASE

PART I - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.

B. Flexible base shall be composed of either caliche (argillaceous limestone, calcareous or calcareous clay particles, with or without stone, conglomerate, gravel, sand or other granular materials), crushed stone, gravel, iron ore topsoil, shell, or crushed slag.

C. Flexible base shall be constructed as specified herein in one or more courses in conformance with details, lines and grades shown on the plans, and as established by the ENGINEER.

PART 2 -PRODUCTS

2.01 MATERIALS:

A. Materials for flexible base shall be crushed or un-crushed as necessary to comply with the requirements hereinafter specified.

B. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 LIME STABILIZATION:

A. Where shown on the plans, or directed by the ENGINEER, material for flexible base shall be lime stabilized in accordance with the provisions of Section 02240.

2.03 TYPES:

A. Type A - Crushed or broken aggregate (excluding gravel aggregate).

B. Type B - Gravel Aggregate

C. Type C - Iron Ore Topsoil

D. Type D - Shell Aggregate with Sand Admixture

E. Type E - Shell Aggregate with Sand and Caliche Admixture

F. Type F - Caliche

G. Type G - Crushed Slag

H. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material used meet the requirements set forth in the specification test limits herein.

2.04 GRADES:

A. Unless otherwise shown on the plans or directed by the ENGINEER, the final course of base material shall consist of Grades 1,2,3, or 4, as specified in Table 02601-1.

B. Base courses or sub-base materials, unless otherwise noted on the plans or directed by the ENGINEER, may consist of Grades 1, 2, 3, or 4, as specified in Table 02601-1.

C. All grades shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 02601-1.

D. Testing of flexible base materials shall be in accordance with the following test procedures:

TEST	TESTING PROCEDURE
Preparation for soil constants and sieve analysis	TEX-101-E
Liquid Limit	TEX-104-E
Plastic Limit	TEX-105-E
Plasticity Limit	TEX-106-E
Sieve Analysis	TEX-110-E
Wet Ball Mill	TEX-116-E
Triaxial Tests	TEX-117-E (Part I or II)

E. Unless otherwise specified on the plans, samples for testing the material for Soil constants, Gradation and Wet Ball Mill shall be taken prior to the compaction operations.

F. Unless otherwise specified on the plans, samples for triaxial tests shall be taken from the stockpile or from production, as directed by the ENGINEER, where stockpiling is required and from production where stockpiling is not required.

TABLE 02601-1

PHYSICAL REQUIREMENTS FOR FLEXIBLE BASE MATERIALS

TYPES	GRADES GRADE 1:	GRADE 2:	GRADE 3:	GRADE 4:
	(Triaxial Class 1 Min compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Traxial class 1 to 2.3) Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Unspecified Triaxial Class)	
TYPE A	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Crushed or Broken Aggregate (excluding gravel aggregate)	1-3/4 .....0 7/8" .....10-35 3/8" .....30-50 No. 4.....45-65 No. 40.....70-85 Max LL.....35 Max PI .....10 **Wet Ball Mill** Max Amt. .....40 Max Increase in Passing No. 40.....20	!-3/4" ..... 0-10 No. 4 ..... 45-75 No. 40 ..... 60-85 Max LL..... 40 Max PI ..... 12 **Wet Ball Mill** Max. Amt. ..... 50 Max Increase in Passing No. 40 20	1-3/4" ..... 0-10 No. 40..... 60-85 Max LL..... 45 Max PI ..... 15 **Wet Ball Mill** Max. Amt. ..... 55 Max. Increase in Passing No. 40..... 20	As Shown On Plans
TYPE B	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Gravel Aggregate		1-3/4" ..... 0-10 No. 4 ..... 30-75 No. 40 ..... 70-85 Max LL..... 35 Max PI 12	1-3/4" 0-5 No. 4 30-75 No. 40..... 65-85 Max. LL..... 35 Max. PI 12	As Shown On Plans
TYPE C	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Iron Ore Topsoil		2-1/2" ..... 0 No. 40 ..... 50-85 Max. LL..... 35 Max. PI 12	2-3/4" ..... 0 No. 40..... 45-85 Max. LL..... 35 Max. PI 12	As Shown On Plans

TABLE 02601-1 CONT'D

TYPE D		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Sand-Shell		1-3/4" ..... 0-10 No. 4 ..... 45-65 No. 40 ..... 50-70 Max. LL ..... 35 Max. PI 12	1-3/4" ..... 0-10 No. 40 ..... 45-65 Max. LL ..... 35 Max PI 12	As Shown On Plans
TYPE E		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Shell with Sand and Caliche		1-3/4" ..... 0 No. 40 ..... 45-65 Max. LL ..... 35 Max. PI 10	1-3/4" ..... 0 No. 40... ....45-65 Max. LL ..... 35 Max. PI 12	As Shown On Plans
TYPE F		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Caliche		1-3/4" ..... 0 No. 4 ..... 45-75 No. 40 ..... 50-85 Max. LL ..... 40 Max. PI 12	1-3/4" ..... 0 No. 40 ..... 50-85 Max. LL ..... 40 Max. PI 12	As Shown On Plans
TYPE G				
Crushed Blast Furnace Slag				As Shown On Plans

G. The limits establishing reasonable close conformity with the specified gradation and plasticity index are defined by the following:

1. The ENGINEER may accept the material, providing not more than 2 of 10 consecutive gradation tests performed are outside the specified limits on any individual or combination of sieves by no more than 5% and where no two consecutive tests are outside the specified limits.
2. The ENGINEER may accept the material providing not more than 2 of 10 consecutive plasticity index samples tested are outside the specified limit by no more than two points and where no two consecutive tests are outside the specified limit.

2.05 STOCKPILING:

A. When specified on the plans, the material shall be stockpiled prior to delivery on the road. The stockpile shall be not less than the height indicated and shall be made up of layers of material not to exceed the depth shown on the plans.

B. After a sufficient stockpile has been constructed as specified on the plans, the CONTRACTOR may proceed with loading from the stock- pile for delivery to the road.

C. In loading from the stockpile for delivery to the road, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

D. If the CONTRACTOR elects to produce the Type a material from more than one material or more than one source, each material shall be crushed separately and placed in separate stockpiles so that at least 75 percent of the material in the course aggregate stockpiles will be retained on the No. 4 sieve and at least 70 percent of the material in the fine aggregate stockpile will pass the No. 4 sieve.

E. The materials shall be combined in a central mixing plant in the proportions determined by the ENGINEER to produce a uniform mixture which meets all of the requirements of the specification. In the event that combinations of the materials produced fail to meet all of the specification requirements, the CONTRACTOR will be required to secure other materials which will meet specifications requirements.

F. The central mixing plant shall be either the batch or continuous flow type, and shall be equipped with feeding and metering devices which will add the materials into the mixer in the specified quantities.

G. Mixing shall continue until a uniform mixture is obtained.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE:

A. Type roadbed shall be excavated and shaped in conformity with the typical sections shown on the plans and to the lines and grades as established by the ENGINEER.

B. All unstable or otherwise objectionable material shall be removed from the sub-grade and replaced with approved material.

C. All holes, ruts and depressions shall be filled with approved material and, if required, the sub-grade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the sub-grade in an acceptable condition to receive the base material.

D. The surface of the sub-grade shall be finished to line and grade as established and in conformity with the typical section shown on plans, and any deviation in

excess of 1/2 inch in cross section and in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

E. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

F. Material excavated in the preparation of the sub-grade shall be utilized in the construction of adjacent shoulders and slopes or other- wise disposed on as directed, and any additional material required for the completion of the shoulders and slopes shall be secured from sources indicated on plans or as directed by the Engineer.

3.02 PLACEMENT OF FIRST COURSE - TYPE A, TYPE B, TYPE C, TYPE F, AND TYPE G MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section.

B. The material shall be delivered in approved vehicles of a uniform capacity, and it shall be the charge of the CONTRACTOR that the required amount of specified material shall be delivered in each 100- foot station.

C. Material deposited upon the sub-grade shall be spread and shaped the same day.

D. In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the materials shall be scarified and spread as directed by the Engineer.

E. The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.

F. All areas and "nests" of segregated coarse or fine material shall be corrected to removed and replaced with well graded material, as directed by the ENGINEER.

G. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and supplies in the amount directed by the ENGINEER. Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.

H. The course shall be compacted by method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and rolled ad directed until a uniform compaction is secured. Throughout this entire operation,

the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

b) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

c) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the "Density Control" method of compaction is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the percent density as hereinafter specified under "Density".

b) In addition to the requirement specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.

c) After each section of flexible base is completed, tests as necessary will be made by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.

d) Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to established lined and grades.

e) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

f) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

I. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

J. Where Type C material is used, the material shall be scarified, thoroughly wetted, mixed, manipulated, and bladed so as to secure a uniformly wetted material, and pulled in over the sub-grade in courses and set under the action of blading and rolling. The work of mixing, blading, rolling, shaping, and subsequent maintenance shall be performed by the continuous use of sufficient number of satisfactory rollers and power maintainers with adequate scarifier attachments.

3.03 PLACEMENT OF FIRST COURSE - TYPE D MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section, and corrections made if necessary.

B. All materials shall be delivered in approved vehicles of a uniform capacity.

C. The required amount of shell shall be uniformly spread across the section and allowed to dry sufficiently to insure proper slaking and mixing of the binder material. Immediately upon completion of the drying period, as determined by the ENGINEER, the specified amount of sand admixture as required to produce a combined material meeting the requirements hereinbefore specified, shall be spread uniformly across the shell.

D. The material shall then be sprinkled as required and thoroughly mixed by blading and harrowing, or other approved methods.

E. Failure to proceed with the placing of sand admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

F. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

G. The course shall be compacted by the method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the plans indicate that the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) After mixing, all material shall be windrowed, and then spread over the section in layers.

b) The layer shall not exceed 2 inches in loose depth.

c) If necessary to prevent segregation, the material shall be wetted in the window prior to spreading.

d) After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction as directed by the ENGINEER. Succeeding layers shall then be placed similarly until the course is completed.

e) All areas and "nest of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the ENGINEER.

f) The course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured.

g) Throughout this entire operation, the shape of the course shall be maintained by blading; and the surface, upon completion, shall be smooth and in conformity with the typical sections shown on plans, and to the established lines and grades.

h) In that area on which pavement is to be place, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

i) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the plans indicate that the "Density Control" method of compaction is to be used, the compaction method shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

H. When indicated on the plans or permitted by the ENGINEER, Type D material may be mixed in a central mixing plant and delivered to the road as a combined mixture. When this method is used, the combined mixture shall meet the requirements for type D material as hereinbefore specified and the placing and compaction requirement shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

3.04 PLACEMENT OF FIRST COURSE - TYPE E MATERIAL:

A. The construction methods for placing the first course of Type E material shall be the same as prescribed for Type D material except that after the shell and sand have been placed, the prescribed amount of caliche shall then be spread across the sand and shell.

B. The composite mixture shall then be sprinkled as required and thoroughly mixed by blading and harrowing or other approved methods.

C. Compaction of the first course of Type E material shall be the same as prescribed above for Type D material.

D. Failure to proceed with placing the sand and caliche admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

E. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

3.05 PLACEMENT OF SUCCEEDING COURSES - ALL MATERIAL TYPES:

A. Construction methods shall be the same as prescribed for the first course.

B. Prior to placing the surfacing on the completed base, the base shall be "dry cured" to the extent directed by the ENGINEER.

3.06 DENSITY CONTROL:

A. When the "Density Control" method of compaction is indicated on the plans, each course of flexible base shall be compacted to the percent density shown on the plans.

B. The testing will be as outlined in Test Method Tex-114-E.

C. It is the intent of this specification to provide in that part of the base included in the top 8 inches immediately below the finished surface of the roadway not less than 100 percent of the density as determined by the compaction ratio method.

D. Field density determination shall be made in accordance with Test Method Tex-115-E.

3.07 TOLERANCES:

A. When tolerances are permitted by the plans, the limits establishing reasonable close conformity with percent density specified are defined by the following:

1. The ENGINEER may accept the work providing not more than 25 percent of the density tests performed each day are outside the specified density by no more than three pounds per cubic foot and where no two consecutive tests on continuous work are outside the specified limits.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Flexible base will be measure by the square yard of surface area of completed and accepted work based on the width of flexible base as shown on the plans.

1. The flexible base shall be measured for depth by the units of 2000 square yards, with one measurement taken at a location selected by the ENGINEER.
2. In that unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping and re-compacting by sprinkling and rolling.

3. No additional payment over the contract unit price will be made for any flexible base of a thickness exceeding that required by plans.

B. The CONTRACTOR shall schedule his operations in such a manner as to facilitate the measurement of the pay item.

C. The ENGINEER may accept the work provided no more than 2 out of 10 depth tests performed are deficient by not more 1/2 inch and where no two consecutive tests on continuous work are outside the specified depth.

4.02 PAYMENT:

A. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit bid price per square yard, complete in place.

B. Where "Ordinary Compaction" is used, all sprinkling, rolling, and manipulation required will not be paid for directly, but will be incidental to other bid items.

C. The unit prices bid shall each be full compensation for shaping and fine grading the roadbed; for securing and furnishing all materials, including all royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials for all hauling and delivering. on the road; for spreading, mixing, blading, dragging, shaping and finishing and for all manipulation, labor, tools and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02610

PRIME COAT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION:

A. Prime coat shall consist of application of asphaltic materials on completed base course and/or other approved area, which shall be applied in accordance with these specifications, as shown on the plans, and as directed by the ENGINEER.

1.02 QUALITY ASSURANCE:

A. Test and Certification of Bituminous Materials.

1. Bituminous material is to be tested in accordance with the requirements of AASHTO M-82 and sampled in conformance with AASHTO T-40.
2. Supply, at the time of delivery of each shipment of asphalt, two certified copies of test reports, from supplying vendor, to the ENGINEER.
3. Test reports shall indicate name of vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and result of specified tests.

   The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for type and grade indicated.

   Certified test reports and the testing required in the preparation of such report shall be at no cost to the COUNTY.

4. Final acceptance of bituminous materials shall be dependent on the determination by the ENGINEER that the material meets prescribed standards.

PART 2- PRODUCTS

2.01 MEDIUM CURING CUTBACK ASPHALT:

A. Medium-curing liquid asphalt, designated by the letters MC, shall consist of an uncracked petroleum base stock, produced by the processing of asphaltic or semi-asphaltic base crude petroleum, blended with a kerosene-type solvent. The base stock for all MC materials shall be straight run asphalt produced within the penetration range of 100 to 300, and the end point of the kerosene type solvent shall not exceed 525 degrees F. Medium curing liquid cutback asphalt shall be free from water and show no separation.

B. Medium curing cutback asphalt shall consist of materials specified above and

conforming to the requirements set forth in Table 2610-1.

C. Unless otherwise noted on the plans or directed by the ENGINEER, cutback asphalt Grade MC-30 shall be used.

2.02 BLOTTER MATERIAL:

A. Supply blotter material consisting of native sand and/or sweepings from base course.

B. Native sand shall be local material obtained from approved sources as approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Unless otherwise specified on the plans or, required by the ENGINEER, only asphaltic material shall be used. Where required, a combination of asphaltic and blotter material shall be used.

B. Application of Asphaltic Materials Only.

1. Apply prime coat to prepared surface when ambient air temperature is above 40 degrees F. and is rising and shall not be applied when the ambient air temperature is below 50 degrees F. and falling.
2. Apply prime coat to surfaces that have been cleaned by sweeping or other approved methods and where base is thoroughly dry and satisfactory for receiving prime coat.
3. Apply prime coat to cleaned base, at a rate of 0.2 to 0.5 gallons per square yard of surface area, using an approved type of self-propelled pressure distributor so constructed and operated to distribute the material evenly and smoothly.
4. Provide necessary facilities for the determination of temperature of asphaltic material in all heating equipment and distributors; and for determination of rate at which it is applied; and for securing uniformity at the junction of two distributor loads.
5. Keep in clean and good working condition all storage tanks, piping, reports, booster tanks and distributors used in the storage and handling of asphaltic materials.
6. Operate all associated equipment in a manner such that there is no contamination of asphaltic material with foreign material.
7. Calibrate distributor and furnish ENGINEER with an accurate and satisfactory record of such calibrations.

TABLE 2610-1

Specification Designation	Test	AASHTO Test Method	ASTM Test Method	MC	Grade MC 30	MC 70	MC 250	MC 800	MC 3000
Flash Point (Open Cleve) oF, Min.		T 48	D 92		100	100	150	150	150
Viscosity 140oF, Kinematic, CS		T 201	D 2170	60	30 to 140	70 to 500	250 to 1600	800 to 6000	3000 to
Furol Viscosity		T 72	D 88						
at 77 F. (Secs.)					75-150				
at 122 F. (Secs.)					60-120	300			
at 140 F. (Secs.)					125-250	to			
at 180 F. (Secs.)					100-200	600			
Distillation		T 78	D 402						
Distillate (% of Total Distillate									
to 680 F)									
to 437 F)					0-25	0-20	0-10	-0-	-0-
to 500 F					40-70	25-60	20-55	10-35	0-15
to 600 F					75-93	75-90	70-85	65-80	50-75
Residue from Distillation to 680 F Volume % by Difference Min.					50	55	67	75	80
Tests on Residue From Distillation Penetration at 77 F		T 49	D 5		120 to 250	120 to 250	120 to 250	120 to 250	120 to 250
*Ductility 77 F cm., Min.		T 51	D 113		100	100	100	100	100
Solubility in CC1 4, % Min.		T44	NONE	99.5	99.5	99.5	99.5	99.5	

Water, % Min.	T 55	D 95	0.2	0.2	0.2	0.2	0.2
Reaction to Spot Test	T 102**	-0-		-0-	-0-	-0-	-0-

* If penetration of residue is more than 200 and its ductility at 77 F is less than 100, the material will be acceptable if the ductility at 60 F is greater than 100.

** Using 85% Standard Naphtha and 15% Xylene.

NOTE: Viscosity tests may be made by either Kinematic or Furol test methods.

8. Recalibrates distributor, in a manner satisfactory to the ENGINEER, after the beginning of work, should the yield on the asphaltic material applied appear to be in error.
9. No traffic, hauling or placing of subsequent courses shall be permitted over freshly applied prime coat until authorized by the ENGINEER.
10. Apply asphaltic material at a temperature within 15 F of temperature of application selected by the ENGINEER based on temperature viscosity relationship noted in Table 2610-1.
11. Maintain surface until work is Blotter Material.

C. Application of Asphaltic and Blotter Material

1. Haul blotter material in vehicles of uniform capacity and placed on shoulders at spacings designated by the ENGINEER.
2. After application of asphaltic material as specified above, cover surface with blotter material as directed by the ENGINEER.
3. After application of blotter material, drag surface with approved drag broom, evenly and smoothly distributing the blotter material.
   Brooming or dragging operation shall continue, as directed by the ENGINEER, until the course has properly cured under traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRIME COAT:

A. Asphaltic material for prime coat will be measured for payment at point of delivery on the project in gallons at applied temperature. Payment will be paid at the unit bid price for "Prime Coat".

B. When not listed as a separate contract pay item, prime coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

4.02 BLOTTER MATERIALS:

A. Blotter mater will be considered incidental to asphaltic material for prime coat with no direct payment or payment therefor.

*** * * * END OF SECTION * * * ***

SECTION 02612

HOT MIX ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved sub-grade, sub-base course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 PRODUCTS

2.01 ASPHALTIC MATERIALS

A. Asphalt cement binders shall be un-cracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open Cup Min.)	T48	D92		450	450	450	425	350
Penetration of Original Sample at 77 F	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test % or Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene,

TABLE 02612-2

	OA-30		OA-175*8		OA-400	
TYPE-GRADE	**MIN.**	**MAX.**	**MIN.**	**MAX.**	**MIN.**	**MAX.**
Penetration at 32 F, 200g., 60 sec.	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec.	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec.	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C., F	450	--	425	--	425	--
Softening Point, R. & B., F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in. Film 50g., 5 hrs., 325 F, % Loss by Wt.	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	---	99.0	---	99.0	---
Spot Test on Original OA	**Neg.**		**Neg.**		**Neg.**	
Float Test at 122 F, sec.	--	--	--	--	120	150
Test on 85 to 115 Pen. Residue* Residue by Wt., %	--	--	--	--	--	75
Ductility, 77 F, 5 cm/min.: Original Res., cms.	--	--	--	--	100	---
Subjected to Thin Film Test, cms	--	--	--	--	100	--

* Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

** For use with Latex Additive only

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140 F stokes...	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.....	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C., F...	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene percent.....	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test:												
Viscosity, 140 F stokes.....	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min, cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot Test.. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solid basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ration, B/S..... 70/30
Minimum solids content..... 67%

Solids content per gal. @ 67%..... 5.3 lbs.
Coagulum on 80-mesh screen..... 0.01% max.
Type Anti-oxidant.....staining
Mooney viscosity of Polymer(M/L 4@212F) 100 min.

PH of Latex ..... 9.4 - 10.5
Surface tension ..... 28 - 42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes. ..... 1500 max.
Ductility at 39.2 F. 1 cm. per., cm ..... 100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"A"	3.5 - 7.0	8.0 - 16.0
"B"	3.5 - 7.0	8.0 - 16.0
"C"	3.5 - 7.0	8.0 - 16.0
"D"	4.0 - 8.0	9.0 - 19.0
"F"	3.5 - 6.5	8.0 - 16.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the COUNTY. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the COUNTY.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified

limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30	Mechanic Testing
AASHTO T-27	Passing No. 200 Sieve
AASHTO T-89	Liquid Limit
AASHTO T-96	Los Angeles Abrasion
AASHTO T-104	Soundness (Magnesium Sulfate)
ASTM C - 131	Resistance to Degradation
ASTM C - 136	Sieve Analysis
ASTM C -2419	Sand Equivalence Value
SDHPT Tex - 416 - E	Method of Calculating Plasticity Index of Solids
SDHPT Tex - 217 - F	(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex - 203 - F	Quality Test for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of 15% crushed limestone screening or as directed by the ENGINEER.

1. Type "A" - Course Graded Base Course

Percent Aggregate by

	Weight or Volume
Passing 2" sieve	100
Passing 1-3/4" sieve	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 40 sieve, retained on No. 10 sieve	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

2. Type "B" - Fine Graded or Leveling-Up Course

	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve	21 to 53
Passing 3/8" sieve, retained on 3/8" sieve	11 to 42
Passing No. 4 sieve, retained on NO. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on NO. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

3. Type "C" - Course Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve, retained on 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	11 to 37
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

5. Type "F" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No.10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.10 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is not less than 40 F.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall not be less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be places where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has been accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaces pavement, a tack coat shall be evenly and uniformly applied to such existing pavement preceding the placing of the asphalt concrete. The surface shall be free of water, all foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 it 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlines in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95 to 100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determines by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix. During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

Passing 1-3/4" sieve, retained on 7/8" sieve ..... Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 3/8" sieve, retained on No. 4 sieve ..... Plus or minus 5
Passing No. 4 sieve, retained on No. 10 sieve ..... Plus or minus 5
Total retained on No. 10 sieve..... Plus or minus 5
Passing No. 10 sieve, retained on No. 40 sieve ..... Plus or minus 3
Passing No. 40 sieve, retained on No. 80 sieve ..... Plus or minus 3
Passing No. 80 sieve, retained on No. 200 sieve ..... Plus or minus 3
Passing No. 200 sieve..... Plus or minus 3

Asphaltic Material ..... Plus or minus 0.05 by weight or 1.2 by volume

Mixing Temperature..... Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density - Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%

Stability - (Hveenm)		
Minimum	30%	30%
Maximum	45%	45%
Stability (Marshall - 75 Blow Briquette)	1500 lbs.	1500 - lbs.
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	40	40

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1> inches or less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, time solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.
3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.
2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.
3. Three Wheel Roller. This roller shall be an acceptable power-driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.
4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight-edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.
2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in from of the screed. Design will be such that no part of the truck weight will be supported by the paver.
3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.
4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.
2. The ENGINEER will determine a minimum placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F.
3. A conventional paver or suitable equipment approved by the ENGINEER may be used to place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in

front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.
6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.
7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.
8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.
9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longtitudally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.
2. Alternate trips of the roller shall be slightly different in length.
3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.
4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated
5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be

corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.
7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.
8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.
9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.
10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.
2. Each course, after final compaction, shall have a density of not less than 95 percent of the density developed in the laboratory test method outlines in Texas SDHPT Bulletin C-14.
3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.
4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.
5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.
6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.
8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.
2. When plant mix bituminous pavement is places over plant mix bituminous treated base or when plant mixed seal coat is places over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.
3. Transverse joints shall have two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.
4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.
2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as herein before specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the OWNER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Price Adjustment for Roadway Density:

1. The pavement of the unit price will be adjusted for roadway density as outlined in the following table. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of five density tests. The price adjustment will be applied to the entire asphalt concrete mix which includes the HMAC aggregate, the asphalt cement and anti-stripping compound, is used.

Average Density % of Lab Density	**Percent of Contract Price To Be Paid**
Above 95%	100%
94.0 to 94.99	96%
93.0 to 93.99	91%

92.0 to 92.99	85%
Less than 92.0	*

* This lot shall be removed and replaced to meet specification requirements as ordered by the ENGINEER. In lieu thereof, the CONTRACTOR and the ENGINEER may agree in writing that for practical purposes, the lot shall not be removed and will be paid for at 50% of the contract price.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

*** * * END OF SECTION * * ***

SECTION 02615

STABILIZED AGGREGATE LAYER (SAL) PAVED ROADWAY APPLICATIONS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes – These specifications cover the requirements for constructing a Stabilized Aggregate Layer (SAL) in conjunction with other components and/or activities typical of paved or unpaved roadways or parking lots (i.e. subgrade preparation, asphalt, etc.). The work includes all materials, labor, equipment, storage, private lab testing, sampling, handling, excavation, disposal, tools, removal, placement, hauling, shaping, compacting, surveying, finishing to grade, curing, fees, permits, test-rolling and/or proof-rolling the aggregate including all appurtenances and incidentals necessary to complete the work. This specification is for stabilization of the pavement section aggregate base layer only. The properties and performance of the SAL have been considered in and are integral to the structural design of the pavement structure; thus no modification of the pavement structure shall be made other than the alternative stabilization methods described herein and in accordance with the requirements for submission of alternatives described herein.

B. Mechanically Stabilized Layer - This work shall consist of Mechanical Stabilization to reinforce the aggregate base layer. Mechanically Stabilized Aggregate includes, but is not limited to, the confinement of the aggregate material by use of a geogrid reinforcement system whereby the design requirements of the project are achieved.

C. Related Sections
   1. Section 02200 - Site Preparation
   2. Section 02300 - Earthwork
   3. Section 02700 - Bases, Ballasts, Pavements, and Appurtenances

1.02 DEFINITIONS

A. Stabilized Aggregate Layer (SAL) – A SAL is a layer of a defined thickness of unbound aggregate or base course materials that have been modified or improved through mechanical or chemical methods whereby the resulting layer behaves as a composite layer and has improved properties and performance capabilities.'

B. Mechanically Stabilized Layer (MSL) – A composite layer of a defined thickness comprised of unbound aggregate or base course materials combined with one or more layers of a polymeric geogrid grid structure that has been formed by a regular network of integrally connected, multi-directional tensile elements of appropriate orientation, size and shape with triangular apertures of appropriate size and shape to allow interlocking with the unbound aggregate or base course materials. The combination of the two materials creates an improved or modified composite layer with significantly improved properties and performance capabilities.

C. Chemical Stabilized Layer (CSL) – A composite layer of a defined thickness comprised of unbound aggregate or base course materials combined with some means of chemical (lime, cement, or other) that creates an improved or modified composite layer with significantly improved properties and performance capabilities.

D. Unbound Aggregate Layer – A layer of a defined thickness of unbound aggregate or base course materials that has not be modified or improved in any way. To achieve equivalent properties and performance to a SAL, an unbound aggregate layer will require greater thickness than a SAL.

E. Unpaved Application – Use of a SAL immediately over a soft subgrade soil in order to improve the bearing capacity and mitigate deformation of the subgrade soil under repeated loads. The goal of this application may be to reduce undercut requirements, improve construction efficiency, reduce the amount of aggregate subbase/base material required, provide a stiff working platform for pavement construction, or combination of these. The use of a SAL may also be considered as "unpaved" when the composite structure is utilized beneath a paved surface (rigid or flexible pavement) for the purpose of achieving the needed subgrade improvement for construction trafficking and site access.

F. Paved Application – Use of a SAL beneath or within the aggregate base course of a flexible (asphalt) pavement system to improve the stiffness of the system. The goal of this application may be to reduce the amount of aggregate or asphalt material required (reducing initial cost), increase the life of the pavement (reduce life-cycle cost), or a combination of the two.

1.04 SYSTEM DESCRIPTION

A. Option A – Mechanically Stabilized Layer - This work shall consist of Mechanical Stabilization to reinforce the aggregate base layer. Mechanically Stabilized Aggregate includes, but is not limited to, the confinement of the aggregate material by use of a geogrid reinforcement system whereby the design requirements of the project are achieved.

1.05 DESIGN & PERFORMANCE

A. The design of the pavement shall be in accordance with the 1993 American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures.

B. The Mechanically Stabilized Layer within the pavement structure shall have a thickness of 10.5 inches (267 mm) or as shown on the contract plans.

C. The design of the pavement shall be based on the following parameters:
1. Design traffic = 1000000 ESALs
2. Mechanically Stabilized Layer SN = 1.68

D. The MSL shall be incorporated into the pavement design by utilizing modified layer coefficients. Modified layer coefficients shall be calibrated and validated with the results of full scale laboratory, field and/or accelerated pavement testing where actual geogrids are tested in-soil and in representative conditions.

E. In-air index testing of geogrid properties, or explanations of performance based on in-air index testing of geogrid properties are not sufficient to understand the complex mechanisms involved in soil/geogrid interaction and/or the performance of MSLs. Therefore, no acceptance of alternates based on material property comparisons or explanations of performance based on in-air testing of geogrid properties will not be allowed.

F. Any submittal for an alternative MSL must be submitted at least 2 weeks in advance of the bid date and must be accompanied with the following:

1. A design signed and sealed by a professional engineer registered to practice in the country, state or province in which the project is located.
2. A written statement from the alternative MSL design engineer-of-record that the design is based on the AASHTO 1993 Pavement Design Guide and utilizes modified layer coefficient that have been properly calibrated and validated for the geogrid reinforcement utilized in the MSL in accordance with this Section.

1.06 SUBMITTALS

A. Submit representative geogrid product sample.

B. Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the requirements of sub-part 2.02A of this Section.

C. Submit Manufacturer's installation instructions and general recommendations.

1.07 QUALITY ASSURANCE

A. Pre-Construction Conference - Prior to the start of construction of the MSL, the Contractor shall arrange a meeting at the site with the geogrid material supplier and, where applicable, the geogrid installer. The Owner and the Engineer shall be notified at least 3 days in advance of the time of the meeting. A representative of the geogrid supplier shall be available on an "as needed" basis during construction.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Storage and Protection

1. Prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to the geogrid materials.
2. Store at temperatures above -20 degrees F (-29 degrees C).
3. Rolled materials may be laid flat or stood on end.
4. Geogrid materials should not be left directly exposed to sunlight for a period longer than the period recommended by the manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. An approved source of geogrid is The Tensar Corporation, Morrow, GA or their designated representative.

2.02 MATERIALS

A. Structural Soil Reinforcement Geogrid – The geogrid component of the SAL shall be TriAx TX5 or TX7 and shall be integrally formed and produced from a punched sheet of polypropylene which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.

B. The resulting geogrid structure shall have apertures that are triangular in shape, and shall have ribs with a depth-to-width ratio greater than 1.0.

C. The geogrid shall have the nominal characteristics shown in the table below, and shall be certified in writing by the manufacturer to be TX5 or TX7:

TX5

Properties	**Longitudinal**	**Diagonal**	**Transverse**	**General**
Rib pitch, mm (in)	40 (1.60)	40 (1.60)	-	
Mid-rib depth, mm (in)	-	1.3 (0.05)	1.2 (0.05)	
Mid-rib width, mm (in)	-	0.9 (0.04)	1.2 (0.05)	
Rib shape				rectangular
Aperture shape				triangular

PART 3 EXECUTION

3.01 EXAMINATION

A. The Contractor shall check the geogrid upon delivery to verify that the proper material has been received. The geogrid shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.

3.02 PREPARATION

A. The subgrade soil shall be prepared as indicated on the construction drawings or as directed by the Engineer.

3.03 INSTALLATION

A. The SAL shall be constructed at the proper elevation and alignment as shown on the construction drawings.

B. The geogrid shall be installed in accordance with these plans and specifications and any installation guidelines provided by the manufacturer or as directed by the Engineer.

C. The geogrid may be temporarily secured in place with ties, staples, pins, sand bags or backfill as required by fill properties, fill placement procedures or weather conditions or as directed by the Engineer.

3.04 GRANULAR FILL PLACEMENT OVER GEOGRID

A. Granular fill material shall be placed in lifts and compacted as directed under Section N/A and Section N/A. Granular fill material shall be placed, spread, and compacted in such a manner that minimizes the development of wrinkles in the geogrid and/or movement of the geogrid.

B. A minimum loose fill thickness of 6 inches (150mm) is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid. When underlying substrate is trafficable with minimal rutting, rubber-tired equipment may pass over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.

3.05 INSPECTION

A. The Owner or Owner's representative may randomly inspect geogrid before, during and after (using test pits) installation.

B. Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) will be repaired/replaced in accordance with Section 3.06.

3.06 REPAIR

A. Any roll of geogrid damaged before, during and after installation shall be replaced by the Contractor at no additional cost to the Owner.

B. Proper replacement shall consist of replacing the affected area adding 3ft (1m) of geogrid beyond the limits of the affected area.

3.07 PROTECTION

A. Follow the Manufacturer's recommendations regarding protection from exposure to sunlight.

PART 4 BASIS OF PAYMENT – ALL OPTIONS

4.01 Unit of Measure

Stabilized Aggregate Layer shall be paid for by the square yard (square meter).

The unit price bid per square yard (square meter) shall include all materials, labor, equipment, storage, private lab testing, sampling, handling, excavation, disposal, tools, removal, placement, hauling, shaping, compacting, surveying, finishing to grade, curing, fees, permits, and proof-rolling the SAL including all appurtenances and incidentals necessary to complete the work. Test rolling and/or Proof rolling shall be considered incidental to the contract and will not be measured or paid for separately.

Payment will be made under:

PAY ITEM	PAY UNIT
Stabilized Aggregate Layer	Square Yard (Square Meter)

*** * *END OF SECTION * * ***

SECTION 02620

TACK COAT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

A. Apply asphaltic materials on completed base course after curing of prime coat, on existing pavement, on bituminous surfaces, or on portland cement concrete surface.

1.02 QUALITY CONTROL:

A. Asphaltic materials supplied for tack coat shall be tested in accordance with applicable ASTM or AASHTO designation noted below.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Tack coat shall be composed of bituminous material of the type and grade specified in the plans or as specified by the ENGINEER.

B. Unless otherwise specified, tack coat shall be one of the following grades:

1. Penetrating Asphalt 85 - 100 or 120 - 150.
2. EA-CSS-1 or EA-1OS (SS-1) Emulsified Asphalt.
3. AC-5 or AC-10 Asphalt.

2.02 ASPHALT CEMENT (GRADES RC AND PENETRATING ASPHALT):

A. Asphalt cement binders shall be un-cracked petroleum asphalts and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum sources other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogenous, free of water, and shall not foam when heated to 350 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, the CONTRACTOR will remain with that grade throughout the project.

TABLE 02620-1

Specification Designation	AASHTO Test Method	ASTM Test Method	85 to 100	120 to 100
Flash Point (Open Cup) Min.	T43	D92	450	450
Penetration of Original Sample at 77 degrees F.	T49	D5	85 to 100	120 to 150
Thin-Film Oven Loss, Hours at 325 degrees F. % Max.	T179	D1754	0.75	0.75
Test of Residue from Thin-Film Oven Test % of Orig. Pen., Min.	T49	D5	50	50
Ductility at 77 degrees F., cm. after Loss at 325 degrees F., Min.	T51	D113	100	100
Solubility in $CC1^4$ Min	T44*	None	99.5	99.5
Reaction to Spot Test.	T102**	None	-0-	-0-

* Procedure No. 1 with $CC1^4$ substituted for CS^2.

** Using 85% Standard Naphtha Solvent and 15% Xylene.

TABLE 02620-2
REEEEQUIREMENTS FOR SPECIFICATIONS FOR ASPHALT CEMENT
VISCOSITY GRADED AT 14 DEGREES F.

	VISCOSITY GRADE			
	AC-5		AC-10	
	Min.	Max.	Min.	Max
Viscosity, 60C (140F), poises	500	-100	1000	-200
Viscosity, 135C (275F), Cs	200	-	250	-
Penetration, 25C (77F), 100g, 5 sec.	140	-	80	-
Flash Point, COC, C (F)	177 (350)	-	219 (425)	-
Solubility in trichlorethylene,	99.0	-	99.0	-
Tests on residue from Thin film Oven Test:				
Loss on heating, percent	-	1.0	-	0.5
Viscosity, 60C (140F) poises	-	2000	-	2000
Ductility, 25C (77F), 5 cm per minute, cm	100	-	75	-
Spot test (when and as specified)[2] with:				
Standard naphtha solvent	Negative for all grades			
Naphtha-Xylene solvent, % Xylene	Negative for all grades			
Heptane-Xylene solvent, % Xylene	Negative for all grades			

[1] If ductility is less than 100, material will be accepted if ductility at 15.5C (60F) is 100.

[2] The use of the spot test is optional, when it is specified, the ENGINEER shall indicate whether the standard naphtha solvent, or the heptane-xylene solvent will be used in determining compliance with the requirement, and also, in the case of xylene solvents, the percentage of xylene to be used.

2.03 EMULSIFIED ASPHALTS:

A. Emulsified asphalts shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. They shall be homogeneous throughout. Emulsified asphalt shall be classified as rapid-setting, medium-setting, or slow-setting type in either anionic or cationic emulsions.

B. The emulsified asphalt shall conform to the requirements asphalt shall conform to the requirements set forth in the following tables:

TABLE 02620-3
REQUIREMENTS FOR EMULSIFIED ASPHALT

ANIONIC EMULSION

TYPE: SETTING TIME	**RAPID**				**MEDIUM**				**SLOW**			
	(RS-2)		(RS-2H)		(RS-2)		(RS-2)		(RS-2)		(RS-2)	
GRADE	EA-HVRS		EA-HVRS 90		EA-HVMS		EA-HVMS-90		EA-11M		EA-10S	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
FUROL VISCOSITY AT 77 F (25 C), SEC., C.	---	---	---	---	---	---	---	---	30	100	30	100
FUROL VISCOSITY AT122 F (50 C)	100	300	100	300	100	300	100	300	---	---	---	---
RESIDUE BY DISTILLATION, %	63	---	63	---	63	---	63	---	60	---	60	---
OIL PORTION OF DISTILLATE, %	---	2.0	---	2.0	---	2.0	---	20	---	2.0	---	2.0
SIEVE TEST, %	---	0.1	---	0.1	---	0.1	---	0.1	---	0.1	---	0.1
MISCIBILITY (STANDARD TEST)	---	---	---	---	---	---	---	---				
COATING	---	---	---	---	---	---	---	---			---	---
CEMENT MIXING, %	---	---	---	---	---	---	---	---	---	---	---	2.0
Demulsibility 50 cc OF N/10 CacL2, %	---	---	---	---	---	---	---	---	---	70	---	---
DEMULSIBILITY 33 CC OF N/50 CacL2	60	---	60	---	---	30	---	30	---	---	---	---
SETTLEMENT, 5 DAYS, %	---	5.0	---	5.0	---	5.0	---	5.0	---	5.0	---	5.0
FREEZING TEST 3 CYCLE	---	---	---	---								

TEST RESIDUE: PENETRATION AT 77 deg. F (25 C) 100 G, 5 SEC.	120	160	80	110	120	160	80	110	120	160	120	160
Solubility in Trichlordethylne, %	97.5	---	97.5	---	97.5	---	97.5	---	97.5	---	97.5	---
Ductibility at 77 F (25 C) 5 cm/min., cms.	100	---	100	---	100	---	100	---	100	---	100	---

* Applies only when ENGINEER designates material for winter use.

* The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time; or the Owner may require that the settlement test be run from the time the sample is received until it is used, if the elapse is less than 5 days.

** The 24-h (1-day) storage stability test may be used instead of the 5-day settlement test.

*** The demulsibility test shall be made within 30 days from date of shipment.

C. Unless otherwise specified, the various grades of emulsified asphalt shall be applied at temperatures within the limits specified below, the exact temperature to be determined by the ENGINEER. Emulsified asphalt shall be reheated, if necessary, but at no time after loading into a tank, car or truck for transportation from the refinery to the purchaser shall the temperature of the emulsion be raised above 185 degrees F. During all reheating operations the emulsified asphalt shall be agitated to prevent localized overheating. Emulsified asphalt shall not be permitted to cool to a temperature of less than 40 degrees F.

TABLE 02620-5
APPLICATION TEMPERATURE
OF EMULSIFIED ASPHALT

Grade	Mixing	Spraying
RS-1	Not used	70-140 deg. F.
A-HVRS, EA-CRS-2 CRS-1	Not used	125 - 185 deg. F.
EA-1OS, EA-CSS-1	50 - 160 deg. F.	70 - 140 deg. F.
EA-CSS-1	50 - 160 deg. F.	70 - 140 deg. F.

D. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicated the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

E. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report related and any work in which it may have been incorporated as an integral component will be only tentatively accepted by the ENGINEER. Final acceptance will be dependant upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefore. The certified test reports and the testing required in connection with the reports will be at the expense to the Contracting Agency.

PART 3 - EXECUTION

3.01 PREPARATION OF SURFACE TO BE TREATED:

A. Surface to be tacked shall be patched, cleaned and free of dirt, surface moisture, vegetation and any other deleterious materials or irregularities to provide a smooth, uniform surface.

B. Unstable corrugated areas shall be removed and replaced with suitable patching materials. Patching shall be completed at no cost to the COUNTY.

C. The edges of existing pavements adjacent to new surface shall be cleaned to permit adhesion of tack coat.

3.02 WEATHER LIMITATIONS:

A. Tack coat shall not be applied on a wet surface; during wet weather; after sunset; or when the ambient temperature is below 40 degrees F.

3.03 APPLICATION

A. Apply tack coat uniformly with a self-propelled, pressure distributor at a rate of 0.02 to 0.15 gallons per square yard as directed by the ENGINEER.

B. Roll tack coat with a self-propelled pneumatic tired roller weighing not less than 4 tons without ballast, to evenly distribute asphaltic material. Each tire shall have a contact pressure of not less than 90 pounds per square inch.

C. Rolling will not be required for emulsified asphalt tack coat.

D. Rolling shall be completed at no cost to the COUNTY

E. Tack coat shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pickup or tracking.

F. In no case shall the surface be tacked extend beyond what can be covered in the same day by surfacing courses.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Asphaltic material for tack coat will be measured at point of delivery on project in gallons at the applied temperature.

4.02 PAYMENT:

A. Asphaltic material for tack coat will be measured at point of delivery on project in gallons at the applied temperature.

B. When not listed as a separate contract item, tack coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02660

CONCRETE CURB AND GUTTER AND VALLEY GUTTER

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of the construction of concrete curb, concrete curb and gutter, concrete gutter or valley gutter, or combination thereof in compliance with these specifications, lines, grades, and details shown on the plans, or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete and manufactured curb and gutter materials shall be subject to inspection and tests at plants and construction sites for compliance with quality requirements.

B. Concrete curb and gutter or concrete valley gutter shall be constructed with concrete conforming to the provisions of Section 02614 - Portland Cement Concrete Paving, or Class "B" concrete conforming to the requirements of Section 03300 - Cast-In-Place Concrete.

C. Preformed expansion Joint Filler shall conform to the requirements of AASHTO M-33 or M-153.

D. Linseed Oil shall conform to the requirements of AASHTO D-260.

E. Mineral Spirits shall conform to the requirements of AASHTO D-235.

2.02 FOUNDATION

A. Concrete curb and gutter or concrete valley gutter shall be placed on an approved foundation conforming to the requirements of the following City Of McAllen Specifications:

1. Section 02210 - Subgrade Preparation,
2. Section 02601 - Flexible Base,
3. Section 02230 - Roadway Excavation, Borrow, and Embankment.

PART 3 - EXECUTION

3.01 EXCAVATION

A. When required, excavation shall be made to the specified depth, and the base upon which the curb and gutter or valley gutter is to be placed shall be compacted to a firm, even surface conforming to the requirements of Subsection 2.02 above.

B. All soft and unacceptable material shall be removed an replaced with material approved by the ENGINEER in conformance with the requirements of Subsection 2.02 above.

3.02 FORMS

A. Forms shall be of wood or metal, straight, free from warp, and of such construction that there will be no interference to the inspection of grade or alignment.

B. All forms shall extend for the entire depth of the curb and gutter and shall be braced and secured sufficiently so that no deflection from alignment or grade will occur during the placing of the concrete. Flexible forms shall be used in curved sections so that the top surface of the forms will form a smooth, continuous arc.

3.03 MIXING AND PLACING

A. Concrete shall be proportioned, mixed, and placed in accordance with the requirements of Section 02614 and Section 03300.

B. Compaction of the concrete placed in forms shall be by vibration or other acceptable methods.

C. Unless otherwise provided, the exposed surfaces of curbs and gutters shall be finished by belting or with wooden floats. Forms shall be left in place until the concrete has set sufficiently so that they can be removed without injury to the curb and gutter.

3.04 SECTIONS

A. Curb and gutter shall be constructed in sections having a uniform length of 20 feet, unless otherwise directed by the ENGINEER. Sections shall be separate by open joints 1/8 inch wide except at expansion joints.

3.05 EXPANSION JOINTS

A. Expansion joints shall be formed at the intervals shown on the plans using a performed expansion joints filler having a thickness of 3/4 inch.

B. When the curb and gutter is constructed adjacent to or on concrete pavement, expansion joints, shall be located opposite or at expansion joints in the pavement.

3.06 CURING

A. Immediately upon completion of the finishing, the curb and gutter shall be moistened and kept moist for 3 days, or the curb and gutter shall be cured by the use of membrane-forming material. The method and details of curing shall be subject to the approval of the ENGINEER.

3.07 SURFACE TREATMENT

A. The surface of concrete curb and gutter or concrete valley gutter shall be treated with a solution of Linseed Oil and Mineral Spirits in accordance with the applicable requirements of Section 03300 - Cast-In-Place Concrete.

3.08 BACKFILLING

A. After the concrete has set sufficiently, the spaces in front and back of the curb shall be refilled to the required elevation with material approved by the ENGINEER, and shall be thoroughly tamped in layers of not more than 6 inches.

3.09 SLIP-FORM CONCRETE CURB, CONCRETE CURB AND GUTTER OR CONCRETE VALLEY GUTTER

A. Any concrete curb or concrete curb and gutter, except on structures, may be placed using a slip form machine provided that the finished concrete curb or concrete curb and gutter is true to line and grade and the concrete is dense and of the required surface texture.

B. The concrete shall be of a consistency that it will maintain the shape of the concrete curb or concrete curb and gutter section without support after slip forming.

C. The top and face of the finished concrete curb or concrete curb and gutter shall be true an straight and the top surface of the concrete curb or concrete curb and gutter shall be of uniform width and free from humps, sags, or other irregularities.

D. The forming portion of the slip form machine shall be readily adjustable vertically during the forward motion of the slip from machine to provide a variable height of concrete curb or concrete curb and gutter grade when necessary. A grade line gauge or pointer shall be attached to the slip form machine in such a manner that a continual comparison can be made between the concrete curb or concrete curb and gutter grade as indicated by the offset guidelines.

E. Concrete shall be fed to the slip form machine at a uniform rate. The slip form machine shall be operated under sufficient uniform restraint to forward motion to produce a well compacted mass of concrete free from surface pits larger than 3/16 inch in diameter and requiring no further finishing, other than light brushing with a wet brush. Finishing with a brush application of grout will not be permitted.

F. Transverse weakened plane and expansion joints shall be constructed at right angles to the line of the concrete curb, concrete curb and gutter, or concrete valley gutter.

G. Expansion joints may be constructed by sawing through the concrete curb or concrete curb and gutter section to its full depth. The width of the cut shall be such as to admit the joint filler with a snug fit.

H. The operations of sawing and inserting the joint filler shall be completed before curing the concrete. At the conclusion of the curing period the filler in each joint shall be checked for tightness of fit. The loose filler in any joint shall be mortared in place and cured.

I. Excavation shall be as per Subsection 2.02 above.

J. All remaining provisions of Subsection 2.02 above also apply, unless otherwise specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Curb and gutter, curb, and valley gutter shall be measured by the linear foot.

1. Curb shall be measured along the front face of the section at the finished grade elevation.

2. Combination curb and gutter will be measured along the face of the curb at the flowline of the gutter.

3. Valley gutter will be measured along the flowline of the gutter.

B. A deduction in length shall be made for drainage structures, such as catch basins or inlets, in the curb, gutter, or combination thereof.

C. There will be no direct measurement or payment of materials used to construct curb and gutter, curb or valley gutter.

D. Excavation or construction of embankment for foundation of curb, valley gutter, or combination curb and gutter will not be measured for payment.

4.02 PAYMENT

A. The accepted quantities of curb, valley gutter, and curb and gutter will be paid for at the contract unit bid price per linear foot for each kind and type specified complete in place.

B. Foundation preparation by excavating or constructing embankment to the required sub-grade elevation is considered incidental to the completion of the work and no direct payment will be made thereof.

C. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02780

FLAT WHEEL ROLLING

PART 1- GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of subgrade, embankment, flexible base, surface treatments and asphalt surfaces by the operation of approved power roller as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. Embankments and Flexible Bases

1. Power rollers shall be of the 3-wheel, self-propelled type, weighing not less than 10 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear of wheel width. All wheels shall be flat.

2. The rear wheels shall have a diameter of not less than 48 inches and each shall have a wheel width of not less than 20 inches.

B. Surface Treatments and Pavements

1. Power rollers shall be the 3-wheel or tandem, self-propelled type, weighing not less than 3 tons nor more than 6 tons. All wheels shall be flat.

2. Rollers shall be equipped with an adequate scraping or cleaning device on each wheel.

3. Rollers used to compact asphalt mixture shall be equipped with a water system which will keep all tires uniformly wet.

4. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting in the same period of time as the specified equipment. If the substituted compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

5. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Subgrades, Embankments and Flexible Base

1. The subgrade or embankment layer or the base course shall be sprinkled if directed and rolling with a power roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the rear wheel of the power roller.

2. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the roller shall be slightly different in length.

3. The rollers, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

B. Surface Treatments and Pavements

1. Rolling shall be done to produce a satisfactory surface as called for in surface treatment and pavement items.

2. The sequence of work shall be as indicated for embankment layer or base course.

3. The operating speed shall be determined by the CONTRACTOR.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered incidental to the other items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02782

PNEUMATIC TIRE ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment, flexible base, surface treatments or pavements by the operation of approved pneumatic tire rollers.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. When used on seal coats, asphaltic surface treatments and bituminous mixture pavements, the roller shall be self propelled and equipped with smooth tread tires with 45 psi tire pressure.

B. The roller shall be so constructed as to be capable of being operated in both a forward and a reverse direction.

C. When used on bituminous mixture pavements, the roller shall have suitable provision for moistening the surface of the tires while operating.

D. When turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, the roller shall be of the self-propelled type.

E. In lieu of the rolling equipment specified, the CONTRACTOR may operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time, its use shall be discontinued.

F. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

2.02 LIGHT PNEUMATIC TIRE ROLLER:

A. The light pneumatic tire roller shall consist of not less than 9 pneumatic tire wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle.

C. The pneumatic tire roller under working conditions shall have an effective rolling width of approximately 60 inches and shall be so designed that by ballast loading the total load be varied uniformly from 9,000 pounds or less to 18,000 pounds or more.

D. The roller shall be equipped with tires that will afford ground contact pressures to 45 pounds per square inch or more. The operating load and tire air pressure shall be within the range of the manufacturer's chart. The roller under working conditions shall provide a uniform compression under all wheels.

E. Individuals tire inflation pressures shall be within +5 psi of each other.

F. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type and the roller, when drawn or propelled by either type of equipment, shall be considered a light pneumatic tire roller unit.

2.03 MEDIUM PNEUMATIC TIRE ROLLER (TYPE A):

A. The medium pneumatic tire roller (Type A) shall consist of not less than 7 pneumatic tired wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axles shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tire roller, under working conditions, shall have an effective rolling width of approximately 84 inches and shall be so designed that, by ballast loading, the total load may be varied uniformly from 23,500 pounds or less to 50,000 pounds or more.

C. The roller shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more. Individual tire inflation pressures shall be within +5 psi of each other.

D. The operating load and tire air pressure shall be within the range of the manufacturer's chart.

E. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type.

F. The roller, when drawn or propelled by any type of equipment, shall be considered a medium pneumatic tire roller unit.

G. The power unit shall have adequate tractive effort to properly move the operating roller at variable uniform speeds up to approximately 5 miles per hour.

2.04 MEDIUM PNEUMATIC TIRE ROLLER (Type B):

A. The medium pneumatic tire roller (Type B) shall conform to the requirements for Medium Pneumatic Tire Roller (Type A) as specified above, except that the roller shall be equipped with tires that will afford ground contact pressures to 90 psi or more.

PART 3 -EXECUTION

3.01 CONSTRUCTION METHODS:

A. The embankment layer or the base course be sprinkled if directed and rolling with a pneumatic tire roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 of width of the pneumatic tire roller.

B. On super-elevated curves, rolling shall begin at the low sides and progress towards the high sides.

C. Alternative trips of the roller shall be slightly different in length.

D. The light pneumatic tire roller shall be operated at speeds between 2 and 6 miles per hour for asphalt surfacing work and all other work.

E. The medium pneumatic tire roller shall be operated at speeds which produce a satisfactory product.

F. Sufficient rollers shall be provided to compact the material in a satisfactory manner. When operations are so isolated from one another that 1 roller unit cannot perform the required compaction satisfactorily, additional roller units shall be provided.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered subsidiary to the various items of the contract.

*** * * END OF SECTION * * ***

SECTION 02784

TAMPING ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment by the operation of approved tamping rollers as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The tamping rollers shall consist of two metal rollers, drums or shells of 40 inches minimum diameter; each not less than 42 inches in length and unit mounted in a rigid frame in such a manner that each roller may oscillate independently of the other.

B. Each roller, drum or shell be surmounted by metal studs with tamping feet projecting not less than 7 inches from the surface and spaced not less than 6 inches nor more than 10 inches, measured diagonally center to center and the cross sectional area of each tamping foot, measured perpendicularly to the axis of the stud, shall not be less than 5 nor 8 square inches.

C. The roller shall be supplemented with cleaning teeth to provide self cleaning.

D. The roller shall be so designed that, by ballast loading, the load on each tamping foot may be varied uniformly from 125 to 175 psi of cross sectional area. The load per tamping foot will be determined by dividing the total weight of the roller by the number of tamping feet in 1 row parallel to or approximately parallel to the axis of the roller.

E. The compression to be provided at any time shall be as directed by the ENGINEER. The tamping roller shall be drawn by suitable power equipment of adequate tractive effort.

F. Two tamping roller, consisting of 4 cylinders, conforming to the above prescribed requirements, drawn by approved power equipment, shall be considered a roller unit.

G. Where turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, 1 tamping roller consisting of 2 cylinders fastened to the front end of approved power equipment, shall be considered a roller unit.

H. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting equipment that will produce equivalent relative compaction in the same period of time a the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

I. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done only when ordered by the ENGINEER.

B. The embankment layer or the base courses shall be sprinkled if directed and rolling with a tamping roller unit shall start longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 of the width of the tamping roller unit.

C. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the unit shall be slightly different in length.

D. The tamping roller unit, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

E. Sufficient roller shall be provided to compact the material in a satisfactory manner.

F. The minimum number of rolling units shall be governed by the progress in placing the material to be compacted. The quantity of material placed per hour shall be determined by averaging the total quantity of material placed within any 1 working day.

G. When operations are so isolated from one another that one roller cannot perform the required compaction satisfactorily, additional roller shall be provided and operated as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.

B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.

C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.

D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.

E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.

F. Rubber tired tractive equipment shall be used on base courses.

G. Other type tractive equipment may be used on embankment sub-grade.

H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produces the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.

B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.

C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.

D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.

E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.

F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: Richard Pacheco

Print Name: PACHECO, RICK

Title: ESTIMATOR / P.M.

Telephone Number: 956·381·8875

Date: 07/30/12

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

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

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
FRESNO CONSTRUCTION STFC, INC.

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
724 W. MONTE CRISTO Rd.

Requester's name and address (optional)

City, state, and ZIP code
EDINburg, TX. 78541

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
| 2 | 0 | - | 3 | 7 | 1 | 0 | 1 | 4 | 1 | 1 | 6 | 1 | 5 |

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.)

Sign Here Signature of U.S. person ▶ Darlene Salk Date ▶ 07/30/2012

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.

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.

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.

- 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.

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 [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
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

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the 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.

[4] 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
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: FRESNO CONST **Telephone No.** (956) 381-8875

dba Name: FRESNO CONST. STFC. INC.

Legal Name:

Mailing Address: 724 W. MONTE CRISTO (Rd.) **Fax No.** 956.287.0559

Physical Address: 724. W. MONTE CRISTO Rd. Edbg. TX. 78541

City, State, Zip EDINburg, TX. **Tax I.D. No.**

Remit to Address: **City, State, Zip**

E-Mail Address: FRESNORICK65@YAHOO.COM.

Representative(s) Name(s) & Title(s) MR LARRY DOWNING / MRS BELINDA DOWNING

Type of Organization (check one): ____ Individual ____ Partnership V Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify ____

State Identification No. ____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. 04-37-04165

State of Incorporation: TEXAS **Date:** ____ **Other:** ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify ____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- (Women)
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • (No)

Indicate Certification No.(s): ____ **or are Certificate(s) attached?:** • Yes • (No)

What type of product(s) is/are solicited by your company?: NO PRODUCT

Would you like to be provided with specifications for procurements of such products?: • Yes (No)

To Be Completed by the County: Rec'd by (Purchasing): ____ **Date Rec'd by (Purchasing):** ____

Date Forwarded Information to Auditor's Office: ____ **Entry Date:** ____ **Vendor No.:** ____

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 NONE

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: _____

N/A

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: _____

N/A

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: _____

N/A

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.

2347559

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

2347559

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

Larry Downing STFC, Inc. DBA Fresno Const.

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.**

None

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.

N/A

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 ☒ XX 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 ☒ XX 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 ☒ XX No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Signature of person doing business with the governmental entity

Larry Downing

October 02,2012

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 3 rd day of October, 20 12.

Pacheco, Amado

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

Exhibit E-L

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.: 1215-0149
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) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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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*

Exhibit E-L

Date _____

I _____ _____
(Name of Signatory Party) (Title)

do 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)

_____ 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 (29 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 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
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

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, 1998

Exhibit E-F

General Decision Number: TX120005 01/06/2012 TX5

Superseded General Decision Number: TX20100006

State: Texas

Construction Types: Building and Residential

Counties: Cameron and Hidalgo Counties in Texas.

BUILDING AND RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and garden apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012

* SUTX1990-013 05/01/1990

	Rates	Fringes
BOILERMAKER		
RESIDENTIAL CONSTRUCTION ONLY	$ 16.35	2.315
BRICKLAYER		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
CARPENTER (Including Drywall Hanging and Acoustical Ceiling Installation)		
BUILDING CONSTRUCTION ONLY Excluding Batt Insulation	$ 7.25	
CARPENTER		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
CEMENT MASON/CONCRETE FINISHER (Excluding Form Setting)		
BUILDING CONSTRUCTION ONLY	$ 7.25	
CEMENT MASON/CONCRETE FINISHER		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
ELECTRICIAN		
BUILDING CONSTRUCTION ONLY	$ 8.30	
Electricians: (Residential)		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
FLOOR LAYER: CARPET (SOFT) FLOOR		
BUILDING CONSTRUCTION ONLY	$ 7.25	
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
Insulation Installer		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
IRONWORKER, REINFORCING		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
Laborer, common		
BUILDING CONSTRUCTION ONLY	$ 7.25	
LABORER		
RESIDENTIAL CONSTRUCTION ONLY		
Pipelayer	$ 7.25	
Unskilled	$ 7.25	
PAINTER (Including Drywall		

Finishing, Taping, and
Bedding)
BUILDING CONSTRUCTION ONLY..$ 7.25

PAINTER
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

PIPEFITTER (Including HVAC
Work)
BUILDING CONSTRUCTION ONLY..$ 7.28 .12

Plasterer tender
BUILDING CONSTRUCTION ONLY..$ 7.25

PLASTERER
BUILDING CONSTRUCTION ONLY..$ 8.41
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

PLUMBER (Excluding HVAC Work)
BUILDING CONSTRUCTION ONLY..$ 7.50 .48

Plumbers and Pipefitters
RESIDENTIAL CONSTRUCTION
ONLY.....$ 8.20

Power equipment operators:
BUILDING CONSTRUCTION ONLY
Backhoe.....$ 7.25 .48
RESIDENTIAL CONSTRUCTION
ONLY
Backhoe.....$ 7.25
Grader.....$ 7.25
Loader.....$ 7.25

ROOFER, Including Built Up,
Composition and Single Ply
Roofs
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

Sheet metal worker
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

Sheet Rock Installer
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

SHEETMETAL WORKER (Including
HVAC duct Work)
BUILDING CONSTRUCTION ONLY..$ 7.25

TILE SETTER
BUILDING CONSTRUCTION ONLY..$ 7.25
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

TRUCK DRIVER
BUILDING CONSTRUCTION ONLY..$ 7.25
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

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.

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END OF GENERAL DECISION

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

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar 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 $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
Enigineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Exhibit D-B

SAMPLE --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:

DRAFT

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:

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:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	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 RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD 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
							0			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: _____

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SAMPLE

_____ 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
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DRAFT

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. Raul E. Sesin, P.E.
1304 S. 25th St.
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 2
Alamo Road Crossing Drainage Improvements
Contract No.: C-10-032-___-___

Mr. Sesin:

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,

_____
(name)_____, Manger

DRAFT

PARTIAL/FINAL WAIVER OF LIEN

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.

_____
SUPPLIER

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

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor 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 otherwisse 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:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

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:

Form L

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5248	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-O

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 ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or 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.

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct. 4

Joseph Palacios, Commissioner

In Partnership with Texas Department of Transportation

Construction of a New Multi Purpose Facility and Mechanical Shop – Civil Site Improvements

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

Project Contractor: _____

Project Engineer: Raul E. Sesin, P.E.

AI-34723 **Purchasing Department 18. F. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase Four (4) New or Newer 2013 Chevrolet Tahoe's through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of $178,726.00 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-262-OGG).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-294-001-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** N/A

BUDGETARY IMPACT:

Funds available pending approval of interdepartmental transfer. REF: AI 34738 CC 10-16-12.

Attachments

Price Verification

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 01:31 PM
Budget & Management	Merlen P. Munoz	10/12/2012 01:41 PM
Rosalinda Cantu	Rosie Cantu	10/12/2012 04:14 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Oscar Garza Started On: 10/11/2012 05:34 PM

Final Approval Date: 10/12/2012

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	10/10/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT4-CONSTABLES OFFICE	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JOEL RIVERA	Prepared By:	AVERYT KNAPP
Phone:	956-383-8565	Phone:	979-567-6116
Fax:	956-292-7767	Fax:	979-567-0853
Email:	JOEL.RIVERA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2012 CHEVROLET TAHOE PPV CC10706 (2013)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,976.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CARPET FLOOR W/MATS B30	190		
SLICK TOP PACKAGE CWPKG3	5212		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	5402

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FLEET SAFETY #19905 MODIFICATION	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	995		
EXTERIOR COLOR MOCHA STEEL	INCL		
		Subtotal D:	995

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 30373

Quantity Ordered:	1	X Subtotal of A + B + C + D:	30373	=	**Subtotal E:**	30373

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:	**120 DAYS APPX**	**H. Total Purchase Price (E+F+G):**	30973

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	10/11/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT4-CONSTABLES OFFICE	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JOEL RIVERA	Prepared By:	AVERYT KNAPP
Phone:	956-383-8565	Phone:	979-567-6116
Fax:	956-292-7767	Fax:	979-567-0853
Email:	JOEL.RIVERA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2012 CHEVROLET TAHOE PPV CC10706 (2013)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,976.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	460		
DUAL BATTERIES 6A6	155		
LOCKING REAR AXLE DIFFERENTIAL G80	295		
TEXAS SPECIAL LIBERTY PACKAGE TXSPLIBERTY	27775		
CARPET FLOOR W/MATS B30	190		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	28875

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FLEET SAFETY #16636 MODIFICATION	INCL		
COP SYNC #6010 MODIFICATION	-4595		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-4595

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** -9%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	995		
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	995

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 49251

Quantity Ordered:	3	X Subtotal of A + B + C + D:	49251	=	= Subtotal E:	147753

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	120 DAYS APPX	H. Total Purchase Price (E+F+G):	148353

PRICE VERIFICATION:

October 12, 2012

Chevrolet

PRODUCT CODE	VENDOR	VEHICLE CATEGORY	MFG's BODY CODE	MODEL / DESCRIPTION	BASE PRICE
A17	Caldwell Chevrolet	Police SUV	CC10706	Chevrolet Tahoe PPV, 4-door PPV, Rear wheel drive, 2WD, 5.3L V8, 6-speed auto trans, Complete with all manufacturer's standard equipment	$23,976.00

♦	V1K	Luggage Rack - Cross Bars		$90.00	$0.00	$90.00
Seating Arrangements:						
♦	A95	Seats, Front Bucket, Cloth w/ 6-way Power Driver Seat	Fleet Only	$935.00	$0.00	$935.00
♦	AL4	2nd Row Bucket Seats		$590.00	$0.00	$590.00
♦	ATD	Third Row Seat Delete	Fleet Only	($400.00)	$0.00	($400.00)
♦	AZ3	Bench Seat		($250.00)	$0.00	($250.00)
SEO Options:						
♦	4JP	Tire, Spare - P265/70R17 OOR BW		$35.00	$0.00	$35.00
♦	5T4	Exterior Body Colored Parts, Victory Red		$150.00	$0.00	$150.00
♦	5T5	Vinyl Rear Seats with Cloth Front Seats		$4.00	$0.00	$4.00
♦	6A6	Batteries, Dual Heavy-Duty 730 Cold-Cranking AMPS	&PPV/5W4	$155.00	$0.00	$155.00
	6B2	RR Door Handles Inop.		$66.00	$0.00	$66.00
♦	6C5	Battery, Single 730 CCA		$57.00	$0.00	$57.00
♦	6E2	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00
♦	6E8	Key Equipment, Single Key	&PPV/5W4	$25.00	$0.00	$25.00
	6J3	Wiring-Grille Lamps & Speakers		$102.00	$0.00	$102.00
	6J4	Wiring-Horn Siren Circuit		$36.00	$0.00	$36.00
	6J7	Flasher System		$480.00	$0.00	$480.00
	6N5	RR Window Switches Inop.		$56.00	$0.00	$56.00
	6N6	RR Door Locks Inop.		$66.00	$0.00	$66.00
	7X6	LH Spotlamp		$460.00	$0.00	$460.00
	7X7	LH & RH Spotlamps		$820.00	$0.00	$820.00
♦	9G3	Off Road Suspension for Commercial Decor 4X4 Vehicles		$404.00	$0.00	$404.00
♦	9G8	Headlamps, Daytime Running/Automatic Headlamp Control Delete	&PPV/5W4	$1.00	$0.00	$1.00
♦	9N5	Front Floor Console Delete		($625.00)	$0.00	($625.00)
	9V2	Paint Solid Blue	&PPV/5W4	$30.00	$0.00	$30.00
♦	9V7	Exterior Body Colored Parts-Dark Blue Metallic	requires TGK	$50.00	$0.00	$50.00
♦	TGK	Special Paint	&9V5/9W3	$0.00	$0.00	$0.00
♦	TGK	Special Paint	w/o9V5/9W3	$300.00	$0.00	$300.00
♦	UTQ	Alarm, Horn---Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00
♦	WRJ	Dual Power Distribution Centers		$1,550.00	$0.00	$1,550.00
♦	WRK	Single Power Distribution Center		$1,075.00	$0.00	$1,075.00
Tires:						
♦	QJP	17" On/Off Road BW Tires		$150.00	$0.00	$150.00
Wheels:						
♦	P46	17" Aluminum Wheels		$375.00	$0.00	$375.00
♦	RCS	20" Polished Aluminum Wheels		$1,795.00	$0.00	$1,795.00
♦	RCZ	LTZ Chrome Wheels		$700.00	$0.00	$700.00

REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices. Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

♦ Revised June 24, 2011

ANY UNAUTHORIZED ACCESS IS PROHIBITED AND SUBJECT TO PROSECUTION!
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	DRC	ISRVM with Rear Camera Display		$450.00	$0.00	$450.00
	JL1	Trailer Brake Controller		$200.00	$0.00	$200.00
	K05	Engine Block Heater		$75.00	$0.00	$75.00
	K47	High Capacity Air Cleaner		$25.00	$0.00	$25.00
	TRW	Roof Mounted Lamp Provision		$30.00	$0.00	$30.00
	V76	Recovery Hooks		$50.00	$0.00	$50.00
	VK3	Front License Plate Bracket	w/ R7E	$0.00	$0.00	$0.00
Axles:						
	G80	Locking Rear Differential		$295.00	$0.00	$295.00
Dealer Installed						
	SES	22" Wheels		$2,995.00	$0.00	$2,995.00
	SEU	22" Wheels		$2,995.00	$0.00	$2,995.00
	SEV	22" Wheels		$2,995.00	$0.00	$2,995.00
	SEW	22" Wheels		$2,995.00	$0.00	$2,995.00
	VAT	Chrome Grille		$496.00	$0.00	$496.00
	VAV	1st & 2nd Row All Weather Floor Mats		$138.00	$0.00	$138.00
	VKN	3rd Row All Weather Floor Mats		$69.00	$0.00	$69.00
	VKU	Chrome Mirror Caps		$115.00	$0.00	$115.00
	VKV	Wheel Flares		$661.00	$0.00	$661.00
	VKW	Front Console Organizer		$43.00	$0.00	$43.00
	VKX	Hybrid Spare Tire Kit		$995.00	$0.00	$995.00
	VLG	Trailer Hitch Closeout		$124.00	$0.00	$124.00
	VLI	Rear Cargo Mat		$69.00	$0.00	$69.00
	VQZ	Chrome Exhaust Tips		$122.00	$0.00	$122.00
	VS4	22" Wheels		$2,995.00	$0.00	$2,995.00
	VSA	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VSA	20" Wheels		$2,995.00	$0.00	$2,995.00
	VSB	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VSB	20" Wheels		$2,995.00	$0.00	$2,995.00
	VSF	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VSF	20" Wheels		$2,995.00	$0.00	$2,995.00
	VSJ	22" Wheels		$2,995.00	$0.00	$2,995.00
	VSK	22" Wheels		$2,995.00	$0.00	$2,995.00
	VSN	22" Wheels		$2,995.00	$0.00	$2,995.00
	VZK	20" Wheels	w/1LZ	$1,895.00	$0.00	$1,895.00
	VZK	20" Wheels		$2,995.00	$0.00	$2,995.00
	W04	Theft-Deterrent Wheel		$215.00	$0.00	$215.00
Paint:						
	58U	Black Granite Metallic		$195.00	$0.00	$195.00
	89U	Crystal Red Tint Coat		$395.00	$0.00	$395.00
	98U	White Diamond Tricoat		$995.00	$0.00	$995.00
Radio Equipment:						
	U2J	XM Radio Delete		($100.00)	$0.00	($100.00)
	U42	Rear Seat Entertainment System		$1,295.00	$0.00	$1,295.00
Safety / Convenience:						
	AMF	Remote Keyless Entry	& 1FL	$75.00	$0.00	$75.00
	ANJ	Non-Deep Tinted Glass	&1FL	($295.00)	$0.00	($295.00)
	AP3	Remote Vehicle Start	& 1FL	$195.00	$0.00	$195.00
	BRS	Power Retractable Assist Steps		$1,095.00	$0.00	$1,095.00
	DPN	Mirrors, OSRV Heated, Power, Retractable Camper Style w/Turn Signal	w/PCK	$55.00	$0.00	$55.00
	DPN	Mirrors, OSRV Heated, Power, Retractable Camper Style w/Turn Signal		$240.00	$0.00	$240.00
	G63	Luggage Rack Delete		($25.00)	$0.00	($25.00)
	JF4	Power Adjustable Pedals		$150.00	$0.00	$150.00
	T96	Fog Lamps	& 1FL	$140.00	$0.00	$140.00
	UD7	Ultrasonic Rear Parking Assist		$265.00	$0.00	$265.00
	UE0	OnStar Delete		($85.00)	$0.00	($85.00)

2012 Chevrolet Tahoe

2012 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2012 MODEL YEAR PRODUCTION

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)
CC10706	2WD Tahoe w/1LS or 1FL	$38,450.00	$0.00	$38,450.00
CK10706	4WD Tahoe w/1LS or 1FL	$42,510.00	$0.00	$42,510.00
CC10706	2WD Tahoe LT	$43,600.00	$0.00	$43,600.00
CK10706	4WD Tahoe LT	$46,450.00	$0.00	$46,450.00
CC10706	2WD Tahoe Hybrid	$51,665.00	$0.00	$51,665.00
CC10706	2WD Tahoe LTZ	$52,665.00	$0.00	$52,665.00
CK10706	4WD Tahoe Hybrid	$54,470.00	$0.00	$54,470.00
CK10706	4WD Tahoe LTZ	$55,770.00	$0.00	$55,770.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)
1FL	Fleet / Commercial Package 2WD w/o PPV	($1,245.00)	$0.00	($1,245.00)
1FL	Fleet / Commercial Package 4WD w/o 5W4	($1,295.00)	$0.00	($1,295.00)
1FL	Fleet / Police Vehicle 2WD w/PPV	($4,730.00)	$0.00	($4,730.00)
	Fleet / Special Service Vehicle 4WD w/5W4	($5,710.00)	$0.00	($5,710.00)
K5L	Heavy Duty Trailering Package w/ NQH on 4WD	$330.00	$0.00	$330.00
	Heavy Duty Trailering Package on 2WD	$230.00	$0.00	$230.00
PCJ	Sun, Entertainment & Destinations Package w/ 1LT	$4,935.00	$0.00	$4,935.00
	Sun & Entertainment Package w/ 1LZ	$2,435.00	$0.00	$2,435.00
	Sun & Entertainment Package w/ 1HY	$2,410.00	$0.00	$2,410.00
	Sun & Entertainment Package Discount w/ 1LZ / 1HY	($450.00)	$0.00	($450.00)
	Sun, Entertainment & Destinations Package Discount w/ 1LT	($900.00)	$0.00	($900.00)
PCK	Luxury Package w/DD8	$1,575.00	$0.00	$1,575.00
PDA/PEB	Texas Edition (Only Available In Texas) / All Star Edition 1LS w/ NQH on 4WD w/DD8	$3,255.00	$0.00	$3,255.00
	Texas Edition (Only Available In Texas) / All Star Edition 1LS 2WD w/DD8	$3,155.00	$0.00	$3,155.00
	Texas Edition (Only Available In Texas) / All Star Edition 1LT w/ NQH on 4WD w/DD8	$2,820.00	$0.00	$2,820.00
	Texas Edition (Only Available In Texas) / All Star Edition 1LT 2WD w/DD8	$2,720.00	$0.00	$2,720.00
	Texas Edition / All Star Edition Savings	($1,000.00)	$0.00	($1,000.00)
PDD	Convenience Package	$1,060.00	$0.00	$1,060.00
Z71	Off-Road Package on 4WD	$1,585.00	$0.00	$1,585.00
	Off-Road Package on 2WD	$1,535.00	$0.00	$1,535.00

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)
Additional Options:					
B30	Carpeting, Color Keyed	&1FL	$190.00	$0.00	$190.00
B85	Bodyside Molding	& 1FL	$100.00	$0.00	$100.00
CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00
DRC	ISRVM with Rear Camera Display	w/PCK/PDA/PEB	$390.00	$0.00	$390.00

	53	UPFIT-TRANS	DELIVERY	DELIVERY CHARGE PER MILE TO UPFITTER	$	2.85
	57	MANUALS	SHOP	SERVICE & PARTS MANUALS	$	725.00
	74	FLEET SAFETY	CWPKG1	BASIC PATROL PACKAGE-FREEDOM BAR	$	8,453.00
	74	FLEET SAFETY	CWPKG2	FULL PATROL PACKAGE-"LIBERTY"	$	10,460.00
	74	FLEET SAFETY	CWPKG3	SLICK TOP PACKAGE	$	5,212.00
	74	FLEET SAFETY	CWPKG4	SMALL BASIC PACKAGE	$	6,162.00
	3	FLEET SAFETY	TXSPLIBERTY	TEXAS SPECIAL LIBERTY PACKAGE	$	27,775.00
	3	FLEET SAFETY	NEW9M	NEW 9M HOUST-3 NEW HOUSTON DVD BAR	$	2,675.00
	10	FLEET SAFETY	PANASONIC	CF31 PANASONIC CPU WITH DOCK	$	6,675.00
	10	FLEET SAFETY	DELL	DELL XFR CPU WITH DOCK	$	6,275.00
	13	FLEET SAFETY	PANNIN	PANNIN CAMERA WITH KENWOOD	$	6,775.00
	13	FLEET SAFETY	WATCHGUARD	WATCHGUARD CAMERA	$	6,775.00
	12	FLEET SAFETY	DECATUR	DECATUR RADAR	$	2,675.00
	74	FLEET SAFETY	HPD1	HOUSTON POLICE DEPARTMENT PACKAGE 9382	$	11,912.00
	74	FLEET SAFETY	HPD2	HOUSTON POLICE DEPARTMENT PACKAGE 10422	$	5,930.00
	74	KERR	HC1	HARRIS COUNTY POLICE PATROL PACKAGE	$	5,968.00
	74	MAJ	MAVUNMK	MAVERICK COUNTY UNMARKED POLICE PACKAGE	$	7,557.00
	74	MAJ	MAVMK	MAVERICK COUNTY MARKED POLICE PACKAGE	$	16,886.00
	74	FLEET SAFETY	HIDAL	HIDALGO POLICE PACKAGE	$	14,880.00
	74	SIDDONS	CSPD	COLLEGE STATION POLICE DEPARTMENT PACKAGE	$	14,832.00
	3	FEDERAL SIGNAL	VALR51-10743	VALOR 51" MULTI COLOR LED V-SHAPED LIGHTBAR NEEDS SIREN TO OPERATE	$	2,775.00
	3	FEDERAL SIGNAL	LGD53-94508	LEGEND 53" LED LIGHTBAR	$	1,775.00
	3	FEDERAL SIGNAL	LPX53-HGAC	LPX 53" LED LIGHTBAR	$	1,375.00
	7	FEDERAL SIGNAL	SS2000SM-SD	STANDARD SMART SIREN (INCLUDES RMK AND MNCT-SB)	$	650.00
	7	FEDERAL SIGNAL	SSP3000	SMARTSIREN PLATINUM	$	1,125.00
	8	FEDERAL SIGNAL	ES100	100 WATT SPEAKER APPROPRIATE BRACKET NEEDS TO BE ORDERED SEPERATELY BUT IS INCLUDED IN PRICE (SPEAKER SUBJECT TO SURCHARGE)	$	225.00
	7	FEDERAL SIGNAL	RUMBLER-3	AUDIBLE INTERSECTION CLEARING SIREN (MUST BE USED WITH A SIREN) BRACKET MUST BE ORDERED SEPARATE AND IS INCLUDED IN PRICE WHERE APPLICABLE	$	475.00
	7	FEDERAL SIGNAL	640000	100 WATT SIREN WITH SWITCHES BUILT-IN	$	375.00
	4	FEDERAL SIGNAL	VPX800-3	VIPER EXT LED PERIMETER LIGHT BLUE	$	180.00
	4	FEDERAL SIGNAL	VPX800-4	VIPER EXT LED PERIMETER LIGHT RED (8 DIODES)	$	180.00
	4	FEDERAL SIGNAL	IPX300-3	IMPAXX LED PERIMETER LIGHT (3 DIODES) BLUE	$	140.00
	4	FEDERAL SIGNAL	IPX300-4	IMPAXX LED PERIMETER LIGHT (3 DIODES) RED	$	140.00
	4	FEDERAL SIGNAL	IPX600-3	IMPAXX LED PERIMETER LIGHT (6 DIODES)BLUE	$	170.00
	4	FEDERAL SIGNAL	IPX600-4	IMPAXX LED PERIMETER LIGHT (6 DIODES)RED	$	170.00
	4	FEDERAL SIGNAL	IPX620-BR	IMPAXX LED PERIMTER LIGHT (6 DIODES) BLUE/RED	$	170.00
	4	FEDERAL SIGNAL	MPS600-RR	MICROPULSE LED SURFACE MOUNT (6 DIODES) RED	$	160.00
	4	FEDERAL SIGNAL	MPS600-BB	MICROPULSE LED SURFACE MOUNT (6 DIODES) BLUE	$	160.00
	4	FEDERAL SIGNAL	MPS600-RB	MICROPULSE LED SURFACE MOUNT (6 DIODES) RED/BLUE	$	160.00
	4	FEDERAL SIGNAL	MPS650-RR	MICROPULSE LED HOOD/GRILL MOUNT RED	$	160.00

AI-34692 **Purchasing Department 18. G. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Renan Ramirez, IT **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of invoice(s) from OCE/Canon (attached herein) in the amount of $214.54 as a lapse occurred when vendor was asked to modify agreement (through legal review & comment as to form) and there was a delay in receiving document from company for placement on CC agenda for action with authority for Hidalgo County Treasurer to issue payment after auditing procedures completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-002-0-432

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

BUDGETARY IMPACT:

Funds available as of 10/12/12 $2,012.33.

Attachments

OCE - IT Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 02:17 PM
Budget & Management	Merlen P. Munoz	10/11/2012 03:07 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Marty Salazar Started On: 10/10/2012 05:49 PM

Final Approval Date: 10/12/2012

Martha Salazar

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Tuesday, October 09, 2012 8:47 AM
To: 'Matilde Faz'
Cc: 'Martha Salazar'
Subject: FW: Scanned from IT-DEPT 10/09/2012 08:27

Importance: High

Attachments: DOC100912.pdf



DOC100912.pdf (7 MB)

Maty,

Attached is the Discrepancy Letter that Connie (Auditors) sent asking to ask your Department as to how to proceed with the bills from OCE.

I have forward over e-mails and memos as to how the process was done but still need your assistance and how to proceed.

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 Ext. 6017
f. 956.318.2152
Hidalgo County, Texas
-----Original Message-----
From: IT Department [mailto:it.dept@co.hidalgo.tx.us]
Sent: Tuesday, October 09, 2012 9:28 AM
To: Edna Kirby
Subject: Scanned from IT-DEPT 10/09/2012 08:27

Scanned from IT-DEPT.
Date: 10/09/2012 08:27
Pages:5
Resolution:300x300 DPI

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 10/05/2012

TO: Edna Kirby **DEPARTMENT:** (200) INFORMATION TECHNOLOGY

FROM: Connie Salazar C.S. **PHONE:** (956)-318-2511 ext 4625

REFERENCE: OCE FINANCIAL SERVICES, INC. Invoice #987793976

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #987793976*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- [x] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- [ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- [ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- [ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- [ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- [ ] **SIGNATURE OR DATE NOT PRESENT**
- [ ] **SYSTEM SHOWS INVOICE PAID**
- [ ] **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- [ ] **NEEDS APPROVAL OF:**
- [ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- [x] **OTHER: Please contact purchasing department on how to go about processing the invoice.**
- [ ] **COMMENTS / RECOMMENDATION:**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

COUNTY of HIDALGO

Hidalgo County Computer Department
100 N. Closner Blvd.
Edinburg, TX 78539-3587
ph: 956-318-2151
fx: 956-318-2152
webmaster@co.hidalgo.tx.us
www.co.hidalgo.tx.us



EDINBURG, TEXAS 78539

TO: County Auditor, Ray Eufracio

FROM: Renan Ramirez, Chief Information Officer

DATE: September 28, 2012

RE: OCE

Requisition #218287 (OCE) was done on 06/21/2012 for review to request a Purchase Order. Maty Faz from Purchasing assisted me with this request, additional quotes were provided and an agreement was reviewed by legal counsel and some suggestions were made. Subsequently OCE agreed with the changes and gave their consent and Purchasing placed it thru Commissioner's Court on 08/27/12 AI 33285 with the services dates of 09/01/2012 to 12/31/2012. On 08/27/12 Maty Faz (Purchasing) verbrally requested that the service dates be changed from 07/01/2012 to 12/31/2012 to 09/01/2012 to 12/31/2012 due to the fact that the month of September was approaching and dates cannot be retroactive.

At this time we are trying to process invoices 987793976 dated 07/01/2012 and 987825889 dated 08/01/2012 and since Purchasing and our department continued to get all proper documentation ready we could not request the service dates of July and August on the Purchase Order.

If any more information is warranted do hesitate to call Edna Kirby at 956.292.7010 Ext. 6017.

RECEIVED BY
COUNTY AUDITOR
2012 OCT 1 PM 3 21

mlw
10-1-12

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2809 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
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P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 09/20/2012

TO: Edna Kirby

DEPARTMENT: (200) INFORMATION TECHNOLOGY

FROM: Connie Salazar C.S.

PHONE: (956)-318-2511 ext 4625

REFERENCE: OCE FINANCIAL SERVICES, INC. Invoice #987793976

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #987793976*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [ ] **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- [x] **OTHER: Please contact purchasing department on how to go about processing this invoice.**
- [ ] **COMMENTS / RECOMMENDATION:**

RECEIVED BY COUNTY AUDITOR
2012 OCT 1 PM 3 28

10/1/12 Additional information noted on Memo.

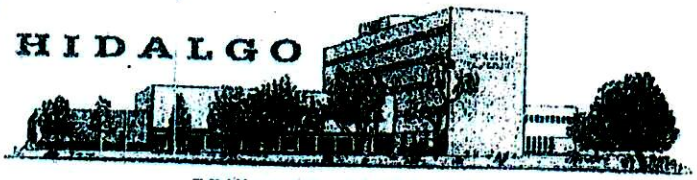
COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

E. K.

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

COUNTY of HIDALGO
Hidalgo County Computer Department
100 N. Closner Blvd.
Edinburg, TX 78539-5557
ph: 956-318-2151
fx: 956-318-2152
webmaster@co.hidalgo.tx.us
www.co.hidalgo.tx.us



EDINBURG, TEXAS 78539

TO: County Auditor, Ray Eufracio

FROM: Renan Ramirez, Chief Information Officer

DATE: September 21, 2012

RE: OCE

Requisition #218287 (OCE) was done on 06/21/2012 for review to request a Purchase Order. Maty Faz from Purchasing assisted me with this request, additional quotes were provided and an agreement was reviewed by legal counsel and some suggestions were made. Subsequently OCE agreed with the changes and gave their consent and Purchasing placed it thru Commissioner's Court on 08/27/12 AI 33285 with the services dates of 09/01/2012 to 12/31/2012.

At this time we are trying to process invoices 987793976 dated 07/01/2012 and 987825889 dated 08/01/2012 and since Purchasing and our department continued to get all proper documentation ready we could not request the service dates of July and August on the Purchase Order.

If any more information is warranted do hesitate to call Edna Kirby at 956.292.7010 Ext. 6017.

le 88e55

9-21-12

Océ
5450 North Cumberland Avenue
Chicago, IL 60656

Canon
CANON GROUP

PLEASE REMIT TO:
Océ
12379 Collections Center Drive
Chicago, IL 60693

D-U-N-S 78-756-7924
F-I-N 06-1070101

INVOICE

BILL TO ADDRESS: 0000518080

Attn: County of Hidalgo Information Techn-956.
COUNTY OF HIDALGO
PO Box 207
EDINBURG TX 78540-0207

INFORMATION

Invoice Number	: 987825889
Date	: 09/14/2012
Payment Terms	: Net 30 Days
Payment Due	: 10/14/2012
Customer No.	: 518080
Control Number	: 6030342

	Amount
PO Number: Juan D. Salinas III	
Oce TCS Scanner Model: TCS4 Serial No.451004875 Equipment Location: COUNTY OF HIDALGO 518080 100 E CANO ST EDINBURG TX 78539-4582 Maintenance From 08/01/2012 to 08/31/2012	63.93
Oce TCS500 Color Printer w/2 Rolls Model: TCS522NA Serial No.552003530 Maintenance From 08/01/2012 to 08/31/2012	90.94
Oce TCS500 Scan Logic Model: 4903619 Serial No. Maintenance From 08/01/2012 to 08/31/2012	46.89
2 HelpDesk Incidents (Only w/HMA or SMA) Model: 9713088 Serial No. Maintenance From 08/01/2012 to 08/31/2012	12.78

Invoice Received By
Edna Ruiz On 9/20/12
Goods/services Received By:
Edna Ruiz On 8-01-31/13
Acct.# 2-1100-415-00-200-002-0-432
PO# 081405

Net Amount	214.54
Total Tax	0.00
Total Amount	214.54

Please Include Invoice Number With Payment

RECEIVED BY COUNTY AUDITOR 2012 SEP 21 AM 11 06

Thank You For Your Order. If you have any questions, please contact

Supplies	
Orders and Billing Inquiries	1-800-323-4827
Parts	
Orders and Billing Inquiries	1-866-472-7876
Machines/Software/Professional Services	
Service	1-800-662-2966
Billing and Payment Inquiries	1-877-587-1645

To ensure accurate invoicing, report your meter reads each month at www.oceusa.com/meter2

To have your Invoices emailed to you, please contact the Billing Inquiry Center at 1-877-587-1645.

Océ reserves the right to charge Customer 1-1/2% per month of the portion of Customer's unpaid balance that exceeds Customer's payment terms. We hereby certify these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued undersection 14,thereof.

10/10/12

93691	Water Supply and Sewage	99.95
93695	Welding Equipment Maint	200.00
9380	BLANK	100.73
93824	Dental Equipment Mainten	56.98
93850	Gas Equipment (Hospital,	100.00
93862	Laboratory Equipment and	42.00
93876	Pollution Control Equipme	600.00
93890	Veterinary Equipment and	94.99
93895	X-Ray Equipment Mainten	920.00
93906	Audio-Visual Equipment M	568.00
93918	Clocks, Timers, Watches,	316.00
93921	Computers, Data Processi	64,783.77
93924	Coolers, Drinking Water, M	950.00
93927	Copy Machine Maintenanc	27,421.47
93937	Electronic Equipment Mair	817.50
93955	Multi-Function Office Macl	3,778.12
93959	Office Equipment, Filing S	590.00
93960	Office Machines and Mecl	271.06

AI-34442 **Purchasing Department 18. G. 2.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7) - 'an item that can only be obtained from only one source';

b. Approval of a "Sole Source Declaration" with 3M Cogent, Inc. and authority for Hidalgo County to purchase the following items: SA-4, SA-4ii and MiY for the finger print readers that outfit the time clocks through the following requisition #224707 with said sole source designation remaining in effect as long as Hidalgo County "user departments"such as the (IT) Information Technologies Department possess and utilize the product(s) and/or services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-002-0-679

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Attachments

3M Quote
Vendor and I T sole source letter
Chapter 262.024.
Vendor Sole Source Affidavit
County Sole Source Memo
3M Cogent IT Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/03/2012 12:03 PM
Budget & Management	Merlen P. Munoz	10/03/2012 12:59 PM
Erika Zamora	Monica Badillo	10/12/2012 03:55 PM
Matilde Faz	Matilde Faz	10/12/2012 04:48 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Matilde Faz Started On: 09/25/2012 04:55 PM

Final Approval Date: 10/12/2012

3M Cogent, Inc.
639 North Rosemead Blvd
Pasadena, CA 91107
(626)325-9600 (Main)
(626)325-9700 (Fax)

Quotation Ref No.: 16504

Quotation Date: 09/27/12

Expiration Date: 10/27/12

COGENT
a 3M Company

3M

QUOTED FOR:	Customer #: C3556
Hidalgo County Information Technology Renan Ramirez P. O. Box 207 Edinburg TX 78540 USA	

Quoted By	Terms	FOB	Ship Via
Chris Crump	Net 30 Days	Origin	

ITEM NO.	ITEM DESCRIPTION	QTY	PRICE	EXTENSION
SA42-02-1008-1	SA-4ii - Bundled with the UPEK Standard w/ 8MB flash, Ver 1.0 PCB, OEM	50.00	150.00	USD 7,500.00

Subtotal	Tax	Discount	Freight		
USD 7,500.00	USD 0.00	USD 0.00	USD 0.00	**Quotation Total:**	**USD 7,500.00**

Authorized signature

COGENT
a 3M Company

3M

To: Renan Ramirez
Re: Sole Source

Dear Renan,

This letter is to confirm that 3M Cogent, Inc. is the sole source provider and manufacture of the SA-4, SA-4ii and the MiY product line. While the product maybe OEM'ed to other companies and resold under different brand names and/or products 3M Cogent is the only company authorized to provide our protocols, provide licensing of our biometric algorithms and the ability to resell them in the open market.

Sincerely,

Matthew Pepe
Chief Operating Officer
3M Cogent, Inc.

3M Cogent, Inc.
639 North Rosemead Blvd.
Pasadena, CA 91107 USA

tel. 626.325.9600
fax 626.325.9700
www.cogentsystems.com

Matilde Faz

From: Renan Ramirez [renan.ramirez@co.hidalgo.tx.us]
Sent: Friday, October 05, 2012 11:01 AM
To: Matilde Faz
Cc: 'Renan Ramirez'; 'Martha Salazar'
Subject: Re: FW: Hidalgo County Time Clocks - SA4ii

Marty,

Hidalgo County currently uses, exclusively, the branded ATS Cyber series 2103 and ATS Maximus 2100 biometric time clocks that use the 3M Cogent SA-4 biometric sensors.

We are in need of purchasing these sensors to repair the ATS branded time clocks as needed.

I am confirming that 3M Cogent is the only source for these sensors, specifically because of the licensing provisions to their product.

If you have any questions please feel free to contact me.

- Renan

----- Original Message -----
From: Matilde Faz <matilde.faz@co.hidalgo.tx.us>
To: 'Renan Ramirez' <renan@co.hidalgo.tx.us>
Cc: 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>
Sent: Fri, 05 Oct 2012 09:50:48 -0500 (CDT)
Subject: FW: Hidalgo County Time Clocks - SA4ii

Good morning, Mr. Ramirez

As per your request!

Thanks!

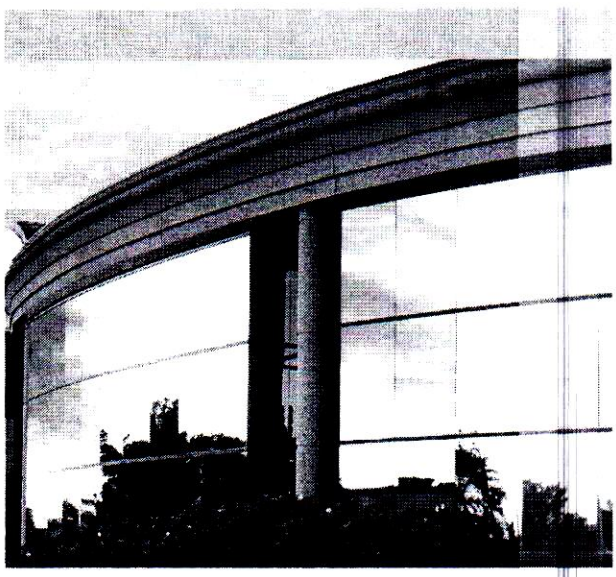


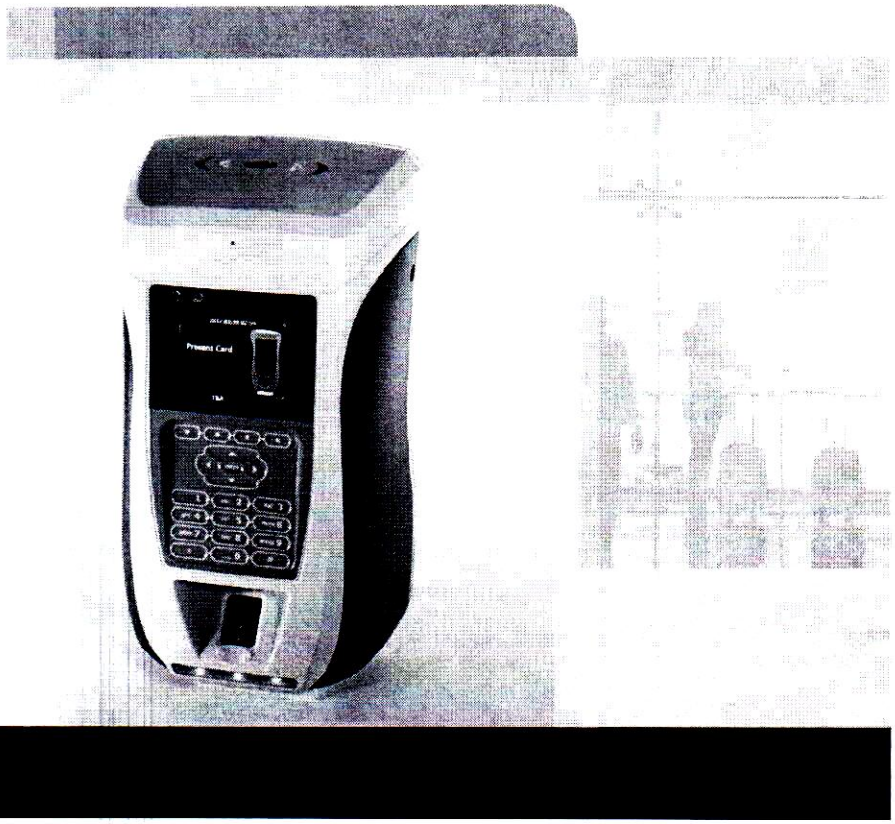
Matilde (Maty) Faz

THE COUNTY OF HIDALGO, TEXAS

Purchase Order Specialist II

3M Cogent, Inc.





Biometric Access Control

MiY Product Line

COGENT
a 3M Company

3M

MiY Biometric Access Control Readers

3M Cogent's commitment to solving our customers' business challenges by aligning biometric technology with semi- or fully-intelligent readers and services led to the development of the MiY Product Line. The first of its kind, the MiY Product Line provides an outdoor biometric access control solution with built-in TLS encrypted Ethernet support and Sandbox development framework.

Best-in-class Biometrics

The 3M Cogent MiY Product Line offers a complete range of highly sophisticated, accurate, and customizable biometric physical access control readers that perform fast authentication and efficient entry while providing access security in a variety of environments. The readers feature an Ingress Protection design with built-in TLS encrypted Ethernet and PIV-approved matchers and scanners.

Pick Your Reader

- MiY-ID—Award winning, multi-purpose, multi-functional biometric access control reader. Uses fingerprint, PIN, contact and contactless smartcard. It meets current PACS standards for PIV, CAC, and TWIC, and can be easily customized to conform to changing standards.
- MiY-Card—Multi-purpose, multi-factor biometric access control reader. Uses fingerprint, PIN and contactless smart card.
- MiY-Search—Multi-purpose, two-factor biometric access control reader. Uses fingerprint and PIN.
- MiY-Security Manager—A comprehensive management system developed to optimize the MiY Readers' Biometric Access Control product line. The software facilitates the management of the devices, making the addition to existing access control systems simple and cost effective.

Customization

The ground-breaking "Make it Yours" Sandbox SDK developed for our MiY readers allows third-party customization of almost all parts of the product, leveraging future technologies as they are introduced.

3M Cogent's SecurAPI has over 500 functions, allowing integrators to create customized workflows with existing hardware and third-party hardware via the secure USB port. Possibilities include disarming an area upon authentication, barcode reading, delivering personal messages while performing time and attendance, and using the device as an intercom with Voice-Over-IP.

Award-winning Solution

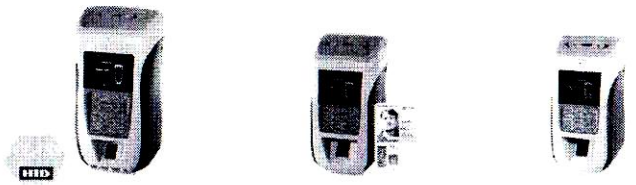
MiY-ID has been recognized as Best in Biometrics, Identification and Credentialing by the SIA New Product Showcase in 2011, and as ASIS Accolades 2010 Security's Best Winner.

The GateApp software, which is included with every MiY reader, provides the end-user experience and access control functionality of the MiY product line. GateApp is based on 3M Cogent's Sandbox API, a comprehensive and extendible set of core components for rapid application development on the MiY devices. This gives integrators great flexibility without compromising security.

The MiY reader can be operated as a semi-intelligent or intelligent reader, allowing the integrator to save time and resources.

Benefits and Features

- Flexible
- Intuitive
- Scalable
- Easy to install
- Robust
- External USB for add-on devices
- Protected OTG port
- Sandbox API framework supported
- Full Audio
- UV Lighting
- Non Mechanical Keypad



	MiY-ID	MiY-Card	MiY-Search
Fingerprint Algorithm	GSA FIPS 201 PIV approved matcher / 3M Cogent proprietary	GSA FIPS 201 PIV approved matcher / 3M Cogent proprietary	GSA FIPS 201 PIV approved matcher / 3M Cogent proprietary
Fingerprint Sensor	500 ppi optical sensor, FIPS 201 PIV Approved	500 ppi optical sensor, FIPS 201 PIV Approved	500 ppi optical sensor, FIPS 201 PIV Approved
Image Capture Size	480 x 320 pixels	480 x 320 pixels	480 x 320 pixels
Enrollment Method	Single-finger, multiple enrollments	Single-finger, multiple enrollments	Single-finger, multiple enrollments
Allowable Finger Rotation	+/- 45°	+/- 45°	+/- 45°
I/O Interface	RS485, USB 2.0, Secure OTG port	RS485, USB 2.0, Secure OTG port	RS485, USB 2.0, Secure OTG port
Ethernet	10/100, TLS encryption	10/100, TLS encryption	10/100, TLS encryption
Memory	256 MB, 4 GB secure SD flash, 2 GB secure NAND flash	256 MB, 4 GB secure SD flash, 2 GB secure NAND flash	256 MB, 4 GB secure SD flash, 2 GB secure NAND flash
Contact Smart Card Reader	PC/SC ISO 7816	N/A	N/A
Contactless Smart Card Reader	PC/SC ISO 14443 MiFare/ DESFire with optional ISO 15693, iClass	PC/SC ISO 14443 MiFare/ DESFire	N/A
LCD Display	2.7 in color LCD Screen	2.2 in color LCD Screen	2.2 in color LCD Screen
Device Mode Indicator	6 multi-color status LEDs	4 multi-color status LEDs	4 multi-color status LEDs
Keypad	21 key non-mechanical	12 key non-mechanical	12 key non-mechanical
Wiegand	Programmable up to 256 bits	Programmable up to 256 bits	Programmable up to 256 bits
I/O Power	12 V DC standard input, 500 mA, POE fully 802.3af compliant	12 V DC standard input, 400 mA, POE fully 802.3af compliant	12 V DC standard input, 300 mA, POE fully 802.3af compliant
Operating Temperature	-4° F to 158° F (-20° C to 70° C)	-4° F to 158° F (-20° C to 70° C)	-4° F to 158° F (-20° C to 70° C)
Physical Dimensions	5.5 x 11 x 4.4 in (139.7 x 279.4 x 111.1 mm)	4.4 x 8.1 x 3.8 in (111.1 x 206.4 x 95.3 mm)	4.4 x 8.1 x 3.8 in (111.1 x 206.4 x 95.3 mm)
Weight	3.0 lb (1.36 kg)	2.0 lbs (0.90 kg)	1.80 lbs (0.81 kg)
Device Management Software	MiY Security Manager	MiY Security Manager	MiY Security Manager
Ingress Protection	IP 64	IP 65	IP 65
Certification	FIPS 201 PIV FCC CE RoHS compliant IC	FIPS 201 PIV Transparent FCC CE RoHS compliant IC	FCC CE RoHS compliant IC

Beyond Comparison™

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271), in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13.38, eff. Sept. 1, 1993. Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(b) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Matthew Pepe a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Matthew Pepe. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: 3M Cogent, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   SA-4ii and MiY
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this ~~Sole Source~~ Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature

SWORN AND SUBSCRIBED TO under oath before me on this 5th day of October, 2012.

SHERRY F. STOCKLAND
Commission # 1894328
Notary Public - California
Los Angeles County
My Comm. Expires Jul 2, 2014

NOTARY PUBLIC

SHERRY F. STOCKLAND
PRINTED NAME

July 2, 2014
MY COMMISSION EXPIRES

COMPANY NAME: 3M Cogent, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 639 N. Rosemead Blvd., Pasadena CA 91107
PHONE: 626-325-9600 NUMBER:
CONTACT NAME AND TITLE: Chris Crump, Director of Commercial Business
WEB ADDRESS: www.cogentsystems.com EMAIL: CCrump@CogentSystems.com
FEDERAL TAX ID NUMBER: 95-4305768 TEXAS SALES TAX NUMBER: 19543057681

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date; October 16, 2012

Re: "Sole Source Declaration" - 3M Cogent, Inc.

Hidalgo County's current posses and utilizes, exclusively, the branded ATS Cyber series 2103 and ATS Maximus 2100 biometric time clocks that use the 3M Cogent SA-4 biometric sensors.

Although this component may be sold under other names, 3M Cogent posses the license for the product and thus become the Sole Source for acquistion.

Therefore, the Hidalgo County, through the IT Department needs to purchase the SA-4 biometric sensors and if necessary other components manufactured and licensed through 3M Cogent, Inc.

This declaration remains in effect as long as Hidalgo County possess and uses the items/components purchased from 3M Cogent, Inc.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Requisition

Req # 00224707

PO #

Date: 10/12/12

Regular
34442
10/16/12

Bill To: x
x

Vendor : 403164
3M COGENT, INC.
639 N. ROSEMEAD BOULEVARD
PASADENA CA 91107
FAX (676)325-9700

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTATION #16504		
		DO NOT DUPLICATE ORDER		
50.00	EACH	SA42-02-1008-1 SA-4iii-BUNDLED WITH THE UPEK STANDARD W/8MB FLASH, VER 1.0 PCB, OEM	150.00	7,500.00
		Account No	Encumbrance	
		2-1100-415-00-200-002-0-679	7,500.00	T
			Freight	.00
			Total	7,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-33749 **Purchasing Department** **18. H. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor, Aguilera Properties, LLC. (as detailed in tabulation sheet contained herein) submitting the lowest and best bid meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled : Hidalgo County WIC Program- "Lease of Office Space-Las Milpas-WIC Clinic" through bid project No. 2012-124-08-08-MEG.

BACKGROUND

BACKGROUND

1. Upon approval by Commissioner's Court the contract will commence on October 17, 2012.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-3-441

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

BUDGETARY IMPACT:

Attachments

Memo of Recommendation

Appraisal, Legal Description

Tab Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 11:58 AM
Budget & Management	Merlen P. Munoz	10/11/2012 12:54 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Elena Gomez Started On: 08/15/2012 01:37 PM

Final Approval Date: 10/12/2012

PURCHASING DEPARMENT

County of Hidalgo

MEMORANDUM

TO: Margarita Gonzalez
Hidalgo County WIC Program

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: August 10, 2012

RE: Request Recommendation for RFB 2012-124-08-08-MEG
"Lease of Office Space in Las Milpas- WIC Clinic"

Attach you will find a copy of the sole bid response received and bid tabulation form for the above referenced project for your review and concurrence. Please reply with your recommendation. We will attempt to present award of bid/contract at the next Commissioners Court Meeting..

Indicate recommendations or concerns on the space provided below and reply via email: elena.gomez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4855. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation/Concurrence
Aguilera Properties	Award to sole bidder

Budget Acct №: 2.1292.441.00.350.001.2.441

Department Name : WIC Department

Concerns:

Norma L Longoria — Norma Longoria — 08/13/2012

Authorized Signature — Printed Name — Date

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2012

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

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

PRODUCER RICK VILLARREAL INS AGENCY 2116 W University Dr Edinburg, TX 78539	CONTACT NAME: Julie Villarreal PHONE (A/C, No, Ext): (956) 383-7001 FAX (A/C, No): (956) 383-7009 E-MAIL ADDRESS: rrvi@sbcglobal.net
INSURED Aguilera Properties, LLC 807 Cage Blvd Pharr, TX 78577 956-534-6529	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A : Truck Insurance Exchange INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	x		604785955	12/17/2011	12/17/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

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

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281
Edinburg, Texas 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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INSURANCE BINDER

DATE (MM/DD/YYYY): 8/14/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY
RICK VILLARREAL INS AGENCY
2116 W University Dr
Edinburg, TX 78539

COMPANY: Truckk Insurance Exchange

BINDER #:

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE	EXPIRATION TIME	
12/17/2011	12:01	x AM / PM	12/17/2012	x 12:01 AM / NOON	

PHONE (A/C, No, Ext): (956) 383-7001 FAX (A/C, No): (956) 383-7009

CODE: SUB CODE:

AGENCY CUSTOMER ID:

[x] THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY
PER EXPIRING POLICY #: 60478-59-55

INSURED
Aguilera Properties, LLC

807 Cage Blvd
Pharr, TX 78577
956-534-6529

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
125 E Las Milpas
Pharr, Texas 78577

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS%	LIMITS AMOUNT
PROPERTY — CAUSES OF LOSS: [x] BASIC [ ] BROAD [x] SPECIAL	Fire, EC, VMM & Theft	2500	100	1,167,000
GENERAL LIABILITY: [x] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS MADE [x] OCCUR	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE $ 2,000,000
				DAMAGE TO RENTED PREMISES $ 100,000
				MED EXP (Any one person) $ 5,000
				PERSONAL & ADV INJURY $ 2,000,000
				GENERAL AGGREGATE $ 4,000,000
				PRODUCTS - COMP/OP AGG $ 2,000,000
VEHICLE LIABILITY: [ ] ANY AUTO; [ ] ALL OWNED AUTOS; [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS; [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT $
				BODILY INJURY (Per person) $
				BODILY INJURY (Per accident) $
				PROPERTY DAMAGE $
				MEDICAL PAYMENTS $
				PERSONAL INJURY PROT $
				UNINSURED MOTORIST $
				$
VEHICLE PHYSICAL DAMAGE — DED: [ ] COLLISION: ____ [ ] OTHER THAN COL: ____	[ ] ALL VEHICLES [ ] SCHEDULED VEHICLES			[ ] ACTUAL CASH VALUE; [ ] STATED AMOUNT $
GARAGE LIABILITY: [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT $
				OTHER THAN AUTO ONLY:
				EACH ACCIDENT $
				AGGREGATE $
EXCESS LIABILITY: [ ] UMBRELLA FORM; [ ] OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE $
				AGGREGATE $
				SELF-INSURED RETENTION $
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				[ ] WC STATUTORY LIMITS
				E.L. EACH ACCIDENT $
				E.L. DISEASE - EA EMPLOYEE $
				E.L. DISEASE - POLICY LIMIT $
SPECIAL CONDITIONS / OTHER COVERAGES				FEES $
				TAXES $
				ESTIMATED TOTAL PREMIUM $

NAME & ADDRESS

Hidalgo County
2802 S Business Hwy 281
Edinburg, Texas 78539

[ ] MORTGAGEE [x] ADDITIONAL INSURED
[ ] LOSS PAYEE

LOAN#

AUTHORIZED REPRESENTATIVE

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Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Rick Villarreal
- 2116 W.univ.dr.
- Edinburg, TX 78539
- 956-383-7001

Issue Date (MM/DD/YY) 08/14/2012

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 shown below.

St. 19 Dist. 42 Agent 391

Insured Name & Address
- AGUILERA PROPERTIES, LLC
- 807 N CAGE BLVD
- PHARR, TX 78577

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D:

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability	604785955	12/17/2011	12/17/2012	General Aggregate	$ 4,000,000
	X Commercial General Liability				Products-Comp/OPS Aggregate	$ 2,000,000
	X - Occurrence Version				Personal & Advertising Injury	$ 2,000,000
	Contractual - Incidental Only				Each Occurrence	$ 2,000,000
	Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 100,000
					Medical Expense (Any one person)	$ 5,000
	Automobile Liability				Combined Single Limit	$
	All Owned Commercial Autos				Bodily Injury (Per person)	$
	Scheduled Autos				Bodily Injury (Per accident)	$
	Hired Autos				Property Damage	$
	Non-Owned Autos				Garage Aggregate	$
	Garage Liability					
	Umbrella Liability				Limit	$
	Workers' Compensation and Employers' Liability				Statutory	
					Each Accident	$
					Disease - Each Employee	$
					Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special items:
125 E LAS MILPAS, PHARR, TX 78577

Certificate Holder

Name & Address
- Hidalgo County
- 2802 S Business Hwy 281
- Edinburg, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

EXHIBIT "A"

RFB NO: 2012-124-08-08-MEG

LEGAL DESCRIPTION

Aguilera Medical Plaza #4 PH 1 LOT 1 Official Records of Hidalgo County, Texas

Property ID # 20830442

Geographic # A1310-04-000-0001-00

Hidalgo CAD

Property Search Results > 20830442 AGUILERA PROPERTIES LLC for Year 2012

Property

Account

Property ID:	20830442	Legal Description:	AGUILERA MEDICAL PLAZA #4 PH 1 LOT 1
Geographic ID:	A1310-04-000-0001-00	Agent Code:	A0113307
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	125 LAS MILPAS RD PHARR, TX	Mapsco:	
Neighborhood:		Map ID:	CPR DOC 2069564
Neighborhood CD:			

Owner

Name:	AGUILERA PROPERTIES LLC	Owner ID:	691716
Mailing Address:	807 N CAGE BLVD PHARR, TX 78577-3117	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$647,633		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$306,240	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$953,873		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$953,873		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$953,873		

Taxing Jurisdiction

Owner: AGUILERA PROPERTIES LLC
% Ownership: 100.0000000000%
Total Value: $953,873

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$953,873	$953,873	$0.00
CPR	CITY OF PHARR	0.680000	$953,873	$953,873	$6,486.34
DR1	DRAINAGE DISTRICT #1	0.073300	$953,873	$953,873	$699.19
GHD	HIDALGO COUNTY	0.590000	$953,873	$953,873	$5,627.85
JCC	SOUTH TEXAS COLLEGE	0.150700	$953,873	$953,873	$1,437.49
R17	ROAD DIST 17	0.000000	$953,873	$953,873	$0.00
SHD	HIDALGO ISD	1.586400	$953,873	$953,873	$15,132.24
SST	SOUTH TEXAS SCHOOL	0.049200	$953,873	$953,873	$469.31

Total Tax Rate: 3.129600

Taxes w/Current Exemptions: $29,852.42
Taxes w/o Exemptions: $29,852.41

Improvement / Building

Improvement #1: COMMERCIAL **State Code:** F1 **Living Area:** 16940.0 sqft **Value:** $647,633

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OFF	OFFICE	52CA	STU	2009	4340.0
OFF	OFFICE	52CA		2009	6300.0
CAN	CANOPY	52CA		2009	32.0
CAN	CANOPY	52CA		2009	32.0
CAN	CANOPY	52CA		2009	32.0
CAN	CANOPY	52CA		2009	32.0
CAN	CANOPY	52CA		2009	51.0
CAN	CANOPY	52CA		2009	32.0
CAN	CANOPY	52CA		2009	32.0
CAN	CANOPY	52CA		2009	51.0
ASP	ASPHALT	*		2009	47040.0
OFF	OFFICE	52CA		2009	6300.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	2.1304	92800.00	320.00	290.00	$306,240	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	N/A	N/A	N/A	N/A	N/A	N/A
2012	$647,633	$306,240	0	953,873	$0	$953,873
2011	$647,633	$306,240	0	953,873	$0	$953,873

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number

Tax Due

Property Tax Information as of 08/08/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 8/8/2012 6:27 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

SOLE PARTICIPATE

Aguilera Properties LLC
805 N. Cage Ste R.
Pharr, Texas 78577

Bid Price per Square Foot:	$ 1.20
Total Monthly Bid Price	$ 5,400
Total Square Feet on Proposed Office Building:	4, 500 sq ft
Physical Location of Proposed Building	125 Las Milpas Rd
	Las Milpas, Texas
Property Id #: (Local Appraisal District Info.)	20830442
Aguilera Medical Plaza 34 PH 1 Lot 1	

AI-34345 **Purchasing Department** **18. H. 2.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Amendment No. 1 to Lease Agreement C-12-054-06-26 between Hidalgo County and Miguel L. Barboza Jr., for "Lease of Office Space in the City of Alton where the Lessee desires to lease an additional nine-hundred (900) feet of the real property. Resulting in an increase of eight-hundred ten dollars ($810.00) per month.

BACKGROUND

Requisition No. 224054

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1292-441-00-350-001-3-441

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

BUDGETARY IMPACT:

Funding available through Requisition#224054 in the amount of $25,110.00 as of 10/12/12 for Miguel Barboza Jr.

Attachments

Legal's Revised Amendment

Contract-12-054

Legal's Review

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/03/2012 12:04 PM
Budget & Management	Merlen P. Munoz	10/03/2012 12:54 PM
Erika Zamora	Erika Zamora	10/12/2012 10:40 AM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Yolanda Velasquez Started On: 09/19/2012 03:07 PM

Final Approval Date: 10/12/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDEDMENT to
LEASE AGREEMENT
C-12-054-06-26

This **Amendment To Lease Agreement By And Between The County Of Hidalgo, Texas** and **Miguel L. Barboza Jr**., is made the 16th day of October 2012, is made between the parties, as follows:

WHEREAS, on June 26, 2012, Hidalgo County (the "Lessee") entered into a Lease Agreement (the "Lease Agreement") with **Miguel L. Barboza Jr.,** (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lessee desires to lease an additional nine-hundred (900) square feet of the real property;

WHEREAS, the rent for the additional nine-hundred square feet is Eight hundred and ten dollars ($810.00) per month for a monthly total of four-thousand one-hundred and eighty-five dollars(4,185.00) a month versus the three-thousand-three hundred seventy-five dollars ($3,375.00).

WHEREAS, the parties desire to amend the Lease as hereinafter provided as Exhibit A-1.

NOW THEREFORE, for and in consideration of and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **MIGUEL L. BARBOZA JR**, as Lessor, and **COUNTY OF HIDALGO, TEXAS,** as Lessee effective as of the 09th day of October, 2012 (the "Effective Date") hereby agrees to the following amendments to the Lease:

1. The first sentence of Article 2.1 is deleted in its entirety and the following is inserted in lieu thereof;

> Lessee agrees to pay to Lessor, during the term hereof, a monthly rent of equal to Four Thousand One Eighty Five ($4,185.00) per month.

2. Exhibit A of the Lease is deleted in its entirety and Exhibit A-1 attached to this Amendment to Lease Agreement is inserted in lieu thereof.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

MIGUEL L. BARBOZA JR

By: _____

Printed Name:__, Miguel L. Barboza Jr__

APPROVED AS TO FORM:

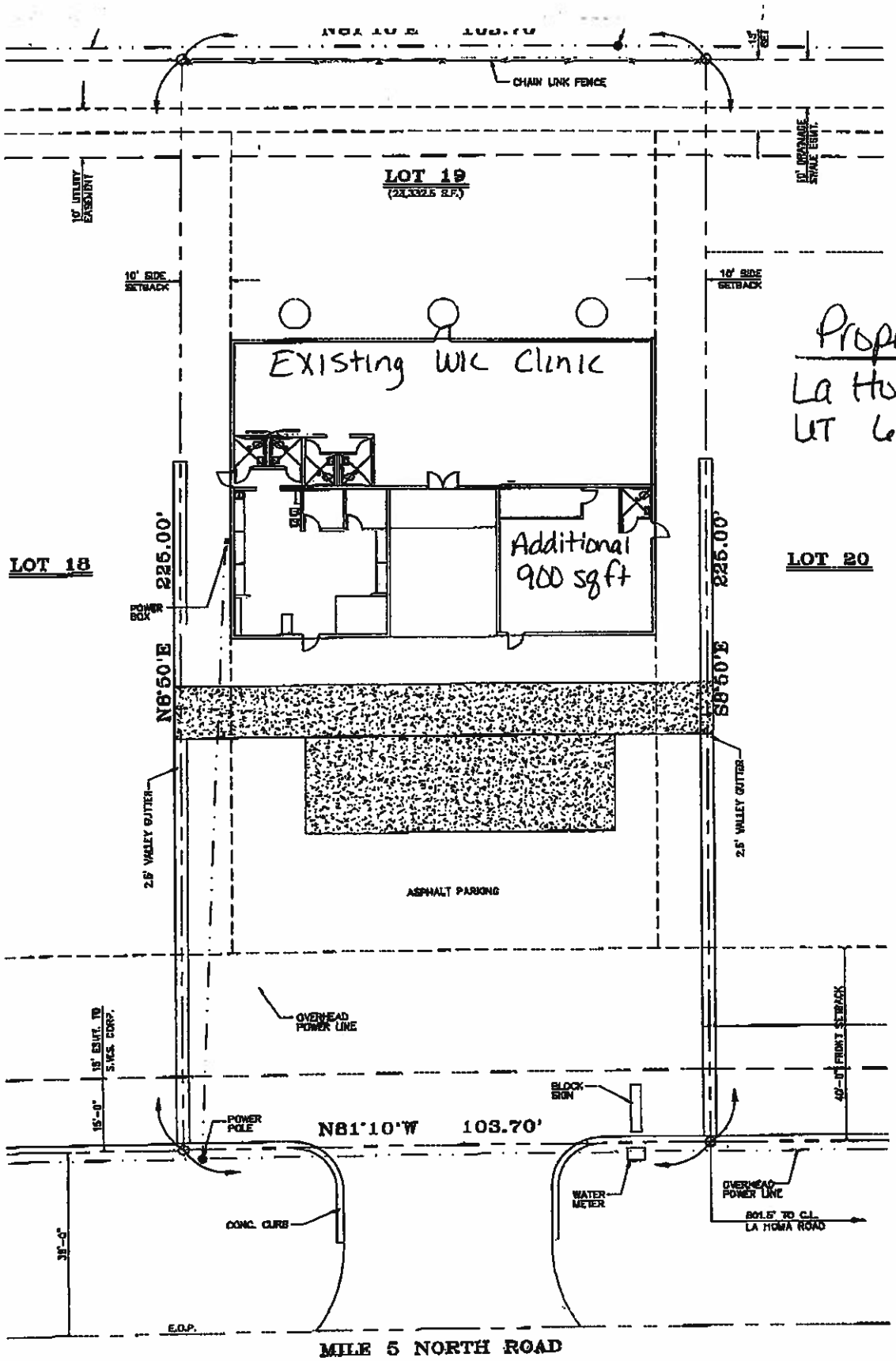
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT “A-1”

LEGAL DESCRIPTION

LOT NINETEEN (19) LA HOMA GROVES SUBDIVISION UNIT 6, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGE 89, MAP RECORDS, HIDALGO COUNTY, TEXAS.



Property description
La Homa Groves
LT 6 LOT 19

SITE PLAN

SCALE: 1/16" = 1'-0"

(1)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-12-054-06-26

THIS LEASE is made and entered into by and between **Miguel L. Barboza Jr.** ,a resident of Hidalgo County, Texas referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specification on the Request for Bid, and a copy of such as Request for Bid Procurement packet and Bid Page is (collectively the "RFB") attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **July 12, 2012** (as hereinafter defined) and ending on **July 11, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not

affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to three-thousand three hundred and seventy five dollars ($3,375.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and

in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3519 West Main Avenue, Mission, Texas 78574 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused

by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air

condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and

water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or

destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessee may elect to terminate this lease on thirty (30) day notification to Lessor and if Lessee so elects Lessor shall not be required to rebuild or repair such damage otherwise Lessor shall proposed to repair or rebuild the leased premises to substantially the condition in which they existed prior to the damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. Notwithstanding anything to the contrary herein, within thirty (30) working days from the date of the

occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be

decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor

of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and

Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Miguel L. Barboza Jr.
3711 E. Main Avenue
Alton, Texas 78573

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or

otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with

respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the ____ day of _____, 2012.

HIDALGO COUNTY

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6/26/12 RO

VENDOR'S NAME

Miguel L. Barboza Jr.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

ATTEST:

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

LOT NINETEEN (19) LA HOMA GROVES SUBDIVISION UNIT 6, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 31, PAGE 89, MAP RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT "B"

REQUEST FOR BID (RFB) & BID PAGE

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

REQUEST FOR BIDS (RFB)

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HIDALGO COUNTY-WIC PROGRAM

"LEASE OF OFFICE SPACE- CITY OF ALTON "

RFB № 2012-054-05-23-YZV

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 07, 2012
Date

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY-WIC PROGRAM

"LEASE OF OFFICE SPACE- CITY OF ALTON"

RFB NO: 2012-054-05-23-YZV

Acceptance Due Date: **MAY 23, 2012**

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

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-WIC PROGRAM- LEASE OF OFFICE SPACE- CITY OF ALTON"** 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-2012-054-05-23-YZV- HIDALGO COUNTY–WIC PROGRAM- LEASE OF OFFICE SPACE CITY OF ALTON"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 23, 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 "REQUEST FOR BIDS -2012-054-05-23-YZV HIDALGO COUNTY-WIC PROGRAM – LEASE OF OFFICE SPACE – CITY OF ALTON". 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

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 o 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 - **BID-2012-054-05-23-YZV- HIDALGO COUNTY–WIC PROGRAM – LEASE OF OFFICE SPACE CITY OF ALTON"** 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 WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. Schedule of Events

Bid Opening	**9:30 AM**	**MAY 23, 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

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.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads

regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated**

with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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.

Bid
for

HIDALGO COUNTY-WIC PROGRAM
"LEASE OF OFFICE SPACE-CITY OF ALTON"

BID No. -2012-054-05-23-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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: _____

EXHIBIT "A"
HIDALGO COUNTY-WIC OFFICE
"LEASE OF OFFICE SPACE FOR WIC Clinic - CITY OF ALTON"
RFB NO.: 2012-054-05-23-YZV

SCOPE OF WORK:
Hidalgo County is seeking bidders to establish a contract for "**Lease of Office Space in the City of Alton**" The proposed building should be in good habitable condition and shall consist as follows:

SPECIFICATIONS:

1. Proposed office space should be located within the following Parameter: **Five (5) Mile Line and within one (1) mile radius from La Homa Road in the City of Alton.**

2. Said office space shall have the designated rooms or areas for conducting WIC functions:

   - Waiting Area
   - Nutrition Education Classroom
   - Computer Area
   - Lab Lactation Room
   - File Room
   - Reception Area
   - Counseling Room
   - Screening Room
   - Lounge Area
   - Two (2) Storage Rooms

3. The proposed office building shall consist of a **minimum of 2,800 square feet to a maximum of 4,000 square feet** of available tile floor space to perform WIC services.

4. Building must be well insulated with an ERA rating of minimum of eleven (11).

5. **Bidder shall charge by the square foot for the rental of space on a monthly basis.** The bid should reflect the actual square feet of the building being proposed.

6. The proposed bid premises will comply with all federal, state and local laws, ordinance and codes at the time of occupancy (examples: fire extinguisher, ADA).

7. The building must meet all American with Disabilities Act (ADA) accessibility requirements for all entrances, restrooms (men and women) and shall be fully handicap accessible for all parking areas.

8. Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.

9. The public parking lot must consist of at least twenty (20) parking spaces should made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces and 12 parking spaces for staff should be available leading to the building.

10. Bid premises shall have electricity, water, sewer central air and heating of the entire building and includes garbage pickup.

11. Lessor will be responsible for electrical, painting, keeping building free mold at all times and central air and cooling maintenance.

12. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

13. Building shall be safe from rodents and insects prior to occupancy by Hidalgo County – WIC Program Staff. It will be the Lessor's responsibility for the expense of the pest control services throughout the term of this contract.

14. Lessor must provide documented proof that the building is asbestos free.

15. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

16. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of the awarding of the bid.

17. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work will be made by Lessor and the Lessor's cost and work must be completed ninety (90) days from the date of contract/lease award and execution of the contract/lease or the award will become void/null.

18. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements.

1. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements (Exhibit "C").

2. Property insurance policy shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

3. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such

coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

5. Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

6. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project, **must provide the following:**

    a) Property ID number and/or Geographic ID number
    b) Legal Description as listed in your local Hidalgo County District for proposed property.

TERM AND CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

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

3. If a new building is to be constructed, there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. All cost and expenses associated with the preparation and submission of bids proposals and/or quotes shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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

7. Any contract awarded to a successful bidder will be in effect until:
    (a) The contract expires
    (b) Delivery and acceptance of products and/or performance of service ordered, or
    (c) Terminated by County with sixty (60) day written notice prior to cancellation.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 **OR VIA E-MAIL TO** yolanda.velasquez@co.hidalgo.tx.us **BY NO LATER THAN Wednesday, May 16, 2012.** Responses to said inquiries will be sent to applicants via facsimile by no later than, **Friday, May 18, 2012.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY – WIC PROGRAM
"LEASE OF OFFICE SPACE CITY OF ALTON
BID № 2012-054-05-23

Term:
The initial term of contract/lease is for a period of three (3) years with the County's option to renew for an additional one (1) year term under same rates, terms and conditions.

BID PRICE PER SQ. FT. $ _____

TOTAL MONTHLY AMOUNT: $ _____

TOTAL SQ. FT OF PROPOSED BUILDING: _____

LOCATION/ADDRESS OF PROPOSED BUILDING: _____

_____

PROPERTY ID AND/OR GEOGRAPHIC ID _____

LEGAL DESCRIPTION OF PROPERTY _____

_____

BIDDER/COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE № _____ **FAX №** _____

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

EMAIL: _____

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** OTHER				WC STATU- ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CANCELLED

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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

Adopted 06/29/2007

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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.

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

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax 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 payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See 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.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-12-054-00-00

THIS LEASE is made and entered into by and between **VENDOR'S NAME**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." And in accordance with specification on the Request for Bid (RFB), A copy of such as Request for Bid (RFB) Procurement packet and Bid Page attached hereto as Exhibtit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **July 12, 2012** (as hereinafter defined) and ending on **July 11, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when

more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be

terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All

installments of rent shall be paid in lawful money of the United States to the Lessor at _____ _____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free

from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased

Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest,

shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term

of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of

eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease

term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each

agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2011.

HIDALGO COUNTY

Ramon Garcia, County Judge

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

Stephen L. Crain

VENDOR'S NAME

ATTEST:

Arturo Guajardo Jr., County Clerk

DRAFT

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY – WIC PROGRAM
"LEASE OF OFFICE SPACE CITY OF ALTON
BID № 2012-054-05-23

Term:
The initial term of contract/lease is for a period of three (3) years with the County's option to renew for an additional one (1) year term under same ~~rates, terms~~ and conditions.

9:45
5/23/12
Witnessed

BID PRICE PER SQ. FT. $ 0.90

TOTAL MONTHLY AMOUNT: $ 3,375.00

TOTAL SQ. FT OF PROPOSED BUILDING: 3,750

LOCATION/ADDRESS OF PROPOSED BUILDING: 3519 W. main ave, Mission TX 78574

* optional 900 additional sq. ft. @ .90¢ sq. ft. for a total of 4,650 sq. ft.

PROPERTY ID AND/OR GEOGRAPHIC ID 5 mile line & La Homa

LEGAL DESCRIPTION OF PROPERTY La Homa Groves UT 6 Lot 19

BIDDER/COMPANY NAME Miguel L. Barboza Jr.

ADDRESS 3711 E. main ave

CITY/STATE/ZIP CODE Alton TX 78573

PHONE № 956-585-6167 **FAX №** 956-583-3999

AUTHORIZED SIGNATURE Miguel L. Barboza Jr.

PRINTED NAME Miguel L. Barboza Jr.

TITLE Owner

EMAIL: mapaintingservice @ att.net

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2012

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

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

PRODUCER
BSB Ins/FIATx, LLC
PO Box 911

Belton TX 76513

CONTACT NAME: Cynthia Savage
PHONE (A/C, No, Ext): (254) 933-1333 FAX A/C No: (254) 933-1339
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West American Insurance Company	44393
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Miguel Barboza

3711 E Main Ave

Alton TX 78573

COVERAGES **CERTIFICATE NUMBER:** Cert ID 4926 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y		BRW53699481	1/1/2012	1/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Property located at 3519 W Main Ave, Mission, TX

CERTIFICATE HOLDER

The Hidalgo County WIC Program

2812 South Business Hwy 281

Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cynthia K Savage

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America First Insurance

Coverage is Provided In:
Very American Insurance Company

Commercial Property Declarations Schedule

Policy Number
BKW (13) 53 69 94 81
Policy Period
From 01/01/2012 To 01/01/2013
12:01 am Standard Time at Insured Mailing Location

Named Insured	Agent
MICHEL BARBOZA	[illegible]

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0005 3519 W MAIN AVENUE
BLDG 2
MISSION, TX 78572-0000

Property Characteristics

Description [illegible]

Construction: Joisted Masonry

Building Coverage

Occupancy: Offices, NOC

Description	
Limit of Insurance - Replacement Cost	$299,485
Coinsurance	80%
Covered Causes of Loss	
Special Form - Including Theft	
Deductible	$500
Premium	*$1,863.00*

Mortgage Holder(s)

ONE STAR BANK
[illegible]

APPROVED

AI-32778 **Purchasing Department** **17. E. 2.**

CC REGULAR

Meeting Date: 06/26/2012

Department Head: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole response received as further detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for the following WIC Program projects:

RFB No	Bid Description	Recommend Vendor/Bidder
2012-052-05-23	Lease of Office Space City of Edinburg	Dr. Ralph H. Jackson
2012-054-05-23	Lease of Office Space City of Alton	Miguel L. Barboza Jr.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-441

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

BUDGETARY IMPACT:

Funds available as of 6/21/12 $29,697.50.

Attachments

WIC RECOMMENDATION MEMO

Lease C-12-052-06-26

C-12-054-06-26

Legal review

TABULATION-PARTICIPATION LOG-52-54

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/15/2012 04:49 PM
Budget & Management	Merlen P. Munoz	06/18/2012 08:02 AM
Erika Zamora	Erika Zamora	06/21/2012 09:42 AM
Auditor's Office	Arcilia Duran	06/22/2012 02:59 PM
Purchasing Department	Monica Badillo	06/22/2012 04:25 PM

Form Started By: Yolanda Velasquez Started On: 06/11/2012 03:21 PM

Final Approval Date: 06/22/2012

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
June 26, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, 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**

5. **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"

B. **AI-32693** 1. Approval to accept settlement check from Old American Insurance Company in the amount of $3,500.00 to settle auto accident with County vehicle. (Sheriff's Office)
2. Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign property damage release form to settle claim with Old American Insurance Company.

C. **AI-32850** Approval to accept settlement check from Allstate Insurance Company in the amount of $15,488.81 to settle total loss auto accident with County vehicle. (Sheriff's Office)

D. **AI-32941** Approval to submit request for funds (unclaimed capital credits) from the Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the letter of request.

6. **County Judge's Office:**

17.  **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

1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action
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:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. **AI-32654** Approval of "First Amendment" to Agreement #C-10-343-05-10 with First Southwest Company in connection to RFP No: 2010-343-11-10-YZV-Financial Advisory Services in order to clarify the fees as shown on Appendix A of current agreement and replace with the revised adjusted "Attachment A-Appendix A".

5. **AI-32682** a. Requesting approval for County's option to exercise the final year extension as provided under the Requirements/Terms and conditions of the Hidalgo County RFP/Q- "Pool of Professional Consultants to Seek Funding and Assistance Through Federal and State Agencies, Private Sector(s) and Other Sources", or if not approved, in the alternative;

b. Requesting authority to advertise a Request for Proposals with qualifications for “Pool of Professional Consultants to Seek Funding and

Software License Price $66,298
Statewide Discount – 20% (*) $13,260
Software License Total (One Time) $53,038
Implementation (One Time)$13,259
Ongoing Assurance $13,259
FIRST YEAR COST $79,556

TOTAL FIRST YEAR COST $129,536

E. **WIC**

1. **AI-32710** Presentation of sole bid received from Campbell's Services as further detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County WIC Program-" Floor Maintenance for all WIC Clinics located in Hidalgo County" through project No.: 2012-051-04-04-SGS.

2. **AI-32778** Presentation of sole response received as further detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for the following WIC Program projects:

RFB No	Bid Description	Recommend Vendor/Bidder
2012-052-05-23	Lease of Office Space City of Edinburg	Dr. Ralph H. Jackson
2012-054-05-23	Lease of Office Space City of Alton	Miguel L. Barboza Jr.

APPROVED

F. **Colonia Access Program Pct. 1**

1. **AI-32802** Requesting the following for Mid-Valley Subdivision between Hidalgo County and Asago, LLC dba Asago Construction:
a. Approval of final construction contract (CC previously approved to award on 05-01-12) for C-CAP-12-049-05-01 in the amount of $317,767.00;
b. Approval of First Amendment to contract # C-CAP-12-049-05-01 to
(1.) Increase the sum to $327,181.08; &
(2.) Delete the outdated prevailing wage rates-Davis-Bacon; (Decision Number 02/09/2007 TX29) and replace with current prevailing wage rates-Davis-Bacon; (Decision Number TX120008 01-06-2012 TX8) in the Contract.

G. **Colonia Access Program Pct. 2**

From: Martha Salazar
To: "Yolanda Velasquez"
Subject: FW: Amendment to Lease
Date: Friday, October 05, 2012 5:33:10 PM
Importance: High

HOOOOOOORRRRRRRAAAAAAAY!!!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, October 05, 2012 5:16 PM
To: 'Martha Salazar'
Subject: RE: Amendment to Lease

OK. That should do it.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, October 05, 2012 3:16 PM
To: 'Steve Crain'
Subject: FW: Amendment to Lease
Importance: High

Mr. Crain:
Here is the complete attachment you requested as A-1. Please review and comment as to form.
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, October 05, 2012 11:53 AM
To: 'Martha Salazar'
Subject: RE: Amendment to Lease

Ms. Marty

Copy of Property drawing attached. I had AI #34345 for this project moved to October 16th meeting.

Yoli

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, October 05, 2012 11:12 AM
To: 'Yolanda Velasquez'
Subject: FW: Amendment to Lease

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, October 05, 2012 9:43 AM
To: 'Martha Salazar'
Subject: RE: Amendment to Lease

Attachment A-1 must contain the legal description as well as a description(drawing of the premises) showing the square footage of the leased premises.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 5:43 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Amendment to Lease
Importance: High

Mr. Crain:
Hope the third time is the charmer. For your review and comment as to form.
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 4:43 PM
To: 'Martha Salazar'
Subject: FW: Amendment to Lease

Ms. Marty

Made changes as requested by legal.. Please forward for review.

Thanks
Yoli

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 4:23 PM
To: 'Yolanda Velasquez'
Subject: FW: Amendment to Lease

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, October 04, 2012 3:55 PM
To: 'Martha Salazar'
Subject: RE: Amendment to Lease

Insert the word “square” in front of feet in the second Whereas clause. Take out the word “fee” in the third Whereas clause. Add Exhibit A-1 to the amendment.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 3:31 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Amendment to Lease
Importance: High

Mr. Crain:
Corrections completed. Please review and comment as to form.

Thanks,
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 3:18 PM
To: 'Martha Salazar'
Subject: Amendment to Lease

Mrs. Marty

Please forward attached amendment to legal with correction on total of square footage. I have an agenda item on for next week's CC meeting. Please advise if I should have it moved to the 16th.

Thanks

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

AI-34717 **18. I. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting Acceptance and approval of "Certificate of Substantial Completion" for Hidalgo County -"Renovations and Additions to Elections Warehouse", from contractor, Alpha Building Corp., as submitted and certified by project architect, Dannenbaum Engineering.

b. Request approval of Payment Application No. 5 in the amount of $15,797.98 submitted by Alpha Building Corp (awarded - CC -10/18/2011 for proposed Renovations and Additions to Elections Warehouse (Project #2011-147-09-20-MSS) and as certified by project architect, Dannenbaum Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1301-414-00-130-020-0-452

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

BUDGETARY IMPACT:

P.O. 667685

Attachments

Pay Appl #5 Alpha Bldg Corp

Mr Sunday's approval of Subs Compltn

Certificate of Substantial Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 01:27 PM
Budget & Management	Merlen P. Munoz	10/12/2012 01:29 PM
Roland Garcia	Rolando Garcia	10/12/2012 03:59 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Moises Salazar Started On: 10/11/2012

Final Approval Date: 10/12/2012

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: County of Hidalgo
2812 So. Bus 281 & Corner of Canton
Edinburg, TEXAS 78539

PROJECT: 1240006 Hidalgo Cty Elect Metal Bl

APPLICATION NO: 00005
PERIOD TO: 9/10/2012
PROJECT NOS.: 667685

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

FROM CONTRACTOR: Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TEXAS 78550

VIA ARCHITECT: County of Hidalgo
2812 So. Bus 281 & Corner of Ca
Edinburg, TEXAS 78539

CONTRACT DATE: 1/9/2012

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$418,778.35
2. Net change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (Line 1 ±2)	$418,778.35
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$404,576.76
5. RETAINAGE:	
a. 5.000 % of Completed Work (Columns D + E on G703)	$20,228.84
b. 5.000 % of Stored Material (Columns F on G703)	$0.00
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	$20,228.84
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$384,347.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$368,549.94
8. CURRENT PAYMENT DUE	$15,797.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$34,430.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$10,798.41	$10,798.41
Total approved this Month	$0.00	$0.00
TOTALS	$10,798.41	$10,798.41
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alpha Building Corporation

By: _____ Date: 9-12-12

Gustavo Grajales

State of: Texas
County of: Cameron
Subscribed and sworn to before me this 12 day of September 2012

JESSICA A. HANSEN
Notary Public, State of Texas
My Commission Expires
October 27, 2015

Notary Public: JHansen
My Commission expires: 10/27/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $15,797.98

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Dannenbaum Engineering Company

By: _____ Date: 9/23/2012

Steve McGarraugh

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Invoice received by: [illegible] on 10/3/12
Goods/Services Rec'd by [illegible] on 10-3-12
2-1301-41400-130-020-0-452
P.O.# 160227

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.**

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00005
APPLICATION DATE:
PERIOD TO: 9/10/2012
ARCHITECT'S PROJECT NO.: 667685

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000010	General Superintendent	$19,296.35	$16,401.90	$2,894.45	$0.00	$19,296.35	100.000	$0.00	$0.00
0000020	Bond	$7,282.00	$7,282.00	$0.00	$0.00	$7,282.00	100.000	$0.00	$0.00
0000030	Temp Toilets	$1,000.00	$850.00	$150.00	$0.00	$1,000.00	100.000	$0.00	$0.00
0000040	Container	$2,500.00	$2,125.00	$375.00	$0.00	$2,500.00	100.000	$0.00	$0.00
0000050	Clean up	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	100.000	$0.00	$0.00
0000060	Mobilization	$3,900.00	$3,900.00	$0.00	$0.00	$3,900.00	100.000	$0.00	$0.00
0000070	Demolition asphalt	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100.000	$0.00	$0.00
0000080	Clearing and grubbing	$3,500.00	$3,500.00	$0.00	$0.00	$3,500.00	100.000	$0.00	$0.00
0000090	Strip, stock	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.000	$0.00	$0.00
0000100	Flexible base	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.000	$0.00	$0.00
0000110	Earthwork	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.000	$0.00	$0.00
0000120	Foundation/Sidewalks prep	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.000	$0.00	$0.00
0000130	Asphalt pavement	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100.000	$0.00	$0.00
0000140	Striping/markings	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.000	$0.00	$0.00
0000150	Concrete finish	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100.000	$0.00	$0.00
0000160	Concrete foundation/sidewalk/footings	$23,000.00	$23,000.00	$0.00	$0.00	$23,000.00	100.000	$0.00	$0.00
0000170	Rebar	$8,500.00	$8,500.00	$0.00	$0.00	$8,500.00	100.000	$0.00	$0.00
0000180	Forming	$3,200.00	$3,200.00	$0.00	$0.00	$3,200.00	100.000	$0.00	$0.00
0000190	Pre-fabricated building - Mtl	$41,000.00	$41,000.00	$0.00	$0.00	$41,000.00	100.000	$0.00	$0.00
0000200	Pre-fabricated building Lbr	$9,500.00	$9,500.00	$0.00	$0.00	$9,500.00	100.000	$0.00	$0.00
0000210	Canopy Mtl	$8,500.00	$8,500.00	$0.00	$0.00	$8,500.00	100.000	$0.00	$0.00
0000220	Canopy Lbr	$3,500.00	$2,625.00	$875.00	$0.00	$3,500.00	100.000	$0.00	$0.00
0000230	Hollow metal doors and frames - mtl	$13,500.00	$13,500.00	$0.00	$0.00	$13,500.00	100.000	$0.00	$0.00
0000240	Hollow metal doors and frames - lbr	$3,500.00	$3,500.00	$0.00	$0.00	$3,500.00	100.000	$0.00	$0.00
0000250	Glazing	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.000	$0.00	$0.00
0000260	Metal stud framing	$13,500.00	$13,500.00	$0.00	$0.00	$13,500.00	100.000	$0.00	$0.00
0000270	Wall board	$8,900.00	$8,900.00	$0.00	$0.00	$8,900.00	100.000	$0.00	$0.00
0000280	Insulation	$7,500.00	$5,625.00	$1,875.00	$0.00	$7,500.00	100.000	$0.00	$0.00
0000290	Ceramic tile	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.000	$0.00	$0.00
0000300	Acoustical ceiling	$6,800.00	$5,100.00	$1,700.00	$0.00	$6,800.00	100.000	$0.00	$0.00
0000310	Flooring	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.000	$0.00	$0.00
0000320	Painting	$9,500.00	$9,500.00	$0.00	$0.00	$9,500.00	100.000	$0.00	$0.00
0000330	Partitions	$5,000.00	$4,250.00	$750.00	$0.00	$5,000.00	100.000	$0.00	$0.00
0000340	Toilet accessories	$2,300.00	$1,840.00	$460.00	$0.00	$2,300.00	100.000	$0.00	$0.00

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AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00005
APPLICATION DATE:
PERIOD TO: 9/10/2012
ARCHITECT'S PROJECT NO.: 667685

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000350	HVAC AHU - Mtl	$6,500.00	$5,525.00	$975.00	$0.00	$6,500.00	100.000	$0.00	$0.00
0000360	HVAC AHU - lbr	$2,500.00	$2,250.00	$250.00	$0.00	$2,500.00	100.000	$0.00	$0.00
0000370	Duct - mtl & lbr	$15,000.00	$15,000.00	$0.00	$0.00	$15,000.00	100.000	$0.00	$0.00
0000380	Duct install	$7,500.00	$6,375.00	$1,125.00	$0.00	$7,500.00	100.000	$0.00	$0.00
0000390	Air outs/inlets - mtl	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.000	$0.00	$0.00
0000400	Air outs/inlets - lbr	$800.00	$720.00	$80.00	$0.00	$800.00	100.000	$0.00	$0.00
0000410	Exhaust fans - mtl	$350.00	$350.00	$0.00	$0.00	$350.00	100.000	$0.00	$0.00
0000420	Exhaust fans - lbr	$200.00	$180.00	$20.00	$0.00	$200.00	100.000	$0.00	$0.00
0000430	HVAC piping	$500.00	$500.00	$0.00	$0.00	$500.00	100.000	$0.00	$0.00
0000440	HVAC Insulation	$5,000.00	$4,000.00	$1,000.00	$0.00	$5,000.00	100.000	$0.00	$0.00
0000450	HVAC start up	$500.00	$0.00	$500.00	$0.00	$500.00	100.000	$0.00	$0.00
0000460	Sanitary underground	$8,500.00	$8,500.00	$0.00	$0.00	$8,500.00	100.000	$0.00	$0.00
0000470	Domestic water	$1,000.00	$900.00	$100.00	$0.00	$1,000.00	100.000	$0.00	$0.00
0000480	Plumbing Rough in	$3,500.00	$3,150.00	$350.00	$0.00	$3,500.00	100.000	$0.00	$0.00
0000490	Plumbing fixtures - mtl	$9,500.00	$9,500.00	$0.00	$0.00	$9,500.00	100.000	$0.00	$0.00
0000500	Plumbing fixtures - lbr	$1,500.00	$1,275.00	$225.00	$0.00	$1,500.00	100.000	$0.00	$0.00
0000510	Drains/carriers/cleanouts	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.000	$0.00	$0.00
0000520	Water heater	$750.00	$750.00	$0.00	$0.00	$750.00	100.000	$0.00	$0.00
0000530	Data drops	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.000	$0.00	$0.00
0000540	Gear & lighting package	$30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100.000	$0.00	$0.00
0000550	Electrical rough in	$11,000.00	$11,000.00	$0.00	$0.00	$11,000.00	100.000	$0.00	$0.00
0000560	Feeders	$12,500.00	$12,500.00	$0.00	$0.00	$12,500.00	100.000	$0.00	$0.00
0000570	Trim out	$9,500.00	$8,075.00	$1,425.00	$0.00	$9,500.00	100.000	$0.00	$0.00
0000580	HVAC Equipment connection	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.000	$0.00	$0.00
0000590	Contingency Allowance	$25,000.00	$10,798.41	$0.00	$0.00	$10,798.41	43.194	$14,201.59	$0.00
C000010	Change Order-Additional Exterior	$4,022.89	$4,022.89	$0.00	$0.00	$4,022.89	100.000	$0.00	$0.00
C000020	Change Order - AEP City Smart	$6,775.52	$6,775.52	$0.00	$0.00	$6,775.52	100.000	$0.00	$0.00
C000030	Change Order - Deductive Additional	($4,022.89)	($4,022.89)	$0.00	$0.00	($4,022.89)	100.000	$0.00	$0.00
C000040	Change Order - Deductive AEP City	($6,775.52)	($6,775.52)	$0.00	$0.00	($6,775.52)	100.000	$0.00	$0.00
		$418,778.35	$387,947.31	$16,629.45	$0.00	$404,576.76	96.61%	$14,201.59	$0.00

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Alpha Building Corporation

TRANSMITTAL
No. 00044

222 E. Van Buren #503
Harlingen, TX 78550

Phone: (956)622-3242
Fax: (956)622-3102

PROJECT: 1240006 Hidalgo Cty Elect Metal Bldg

DATE: 9/12/2012

TO: Dannenbaum Engineering Company
1109 Nolana Loop #208
McAllen, TX 78504

REF: Requisition

ATTN: Steve McGarraugh

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
☐ Shop Drawings	☐ Approval	☐ Approved as Submitted
☐ Letter	☐ Your Use	☐ Approved as Noted
☐ Prints	☐ As Requested	☐ Returned After Loan
☐ Change Order	☑ Review and Comment	☐ Resubmit
☐ Plans		☐ Submit
☐ Samples	**SENT VIA:**	☐ Returned
☐ Specifications	☑ Attached	☐ Returned for Corrections
☑ Other: Requisition	☐ Separate Cover Via:	☐ Due Date:

PACKAGE	SUBMITTAL	REV.	ITEM NO.	COPIES	DATE	ITEM	DESCRIPTION	STATUS
			00005	2	9/10/2012	RQS		NEW

Remarks:

CC: FILE

Signed: _____

From:	Richard Sunday
To:	moises.salazar@co.hidalgo.tx.us
Cc:	"Valde"; yvonne.ramon@co.hidalgo.tx.us
Subject:	FW: Certificate of Substantial Completion
Date:	Thursday, October 11, 2012 4:20:36 PM
Attachments:	Subst Comp Cert w Punch.pdf

Mr. Salazar,

I concur with this substantial completion since the building meets the legal requirement of completion for "meaningful use" . To the best of my knowledge, Ms. Ramon is in agreement. Please note that the parking lot will be re-done in the near future after elections are over, as well as the change of tile at the front entrance to the South, as well as the change directive regarding the 18" decorative border at the South entrance. This substantial completion does not relieve Alpha from completing any other items on the punchlist hereafter. As for that matter, the legal definition of "punchlist" pertains to remaining items yet to be done at the time of substantial completion. Please forward this for consideration for the CC Agenda on 16 Oct. 2012. We need to get this approved so that Elections can use the facility for training.

Thank you,

Rick Sunday
Infrastructure Systems Division Manager of Maintenance, Repair, Renovation & New Construction,
County of Hidalgo, Texas, Facilities Management Department
BS Commerce & Engineering, MBA, Association of Energy Engineers Certified
Business Energy Professional, USGBC Accredited LEED Green Associate
Energy Conscious Solutions, Greater Productivity, & Facilities Improvement to Exceed Internal Customer Needs
While Providing a Better Work Environment at a Lower Total Cost.
Cell 956-874-4677, Office 956-289-7858, richard.sunday@co.hidalgo.tx.us

---

From: Steve McGarraugh [mailto:Steve.McGarraugh@dannenbaum.com]
Sent: Thursday, October 11, 2012 3:29 PM
To: 'Moises Salazar'; Richard Sunday
Cc: tdearmin@halff.com; 'Ayala, Rolando'
Subject: Certificate of Substantial Completion

Moises,

I have attached the Substantial Completion Certificate with the final punch list. Do I need to have Gus sign the original Substantial Completion Form before turning in to you.

Steve

DANNENBAUM
Steven L McGarraugh AIA
Project Architect
Dannenbaum Engineering Company – McAllen, LLC
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

(956)682-3677 Office
(956)429-0542 Direct
(956)686-1822 Fax
(956)456-9828 Mobile
steve.mcgarraugh@dannenbaum.com

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: *(Name and address)* Renov/Adds Elections Warehouse 317 North Closner	**PROJECT NUMBER:** 28273 **CONTRACT FOR:** General Construction **CONTRACT DATE:** December 12, 2011	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒
TO OWNER: *(Name and address)* Hidalgo County Elections Dept. 101 South 10th Street Edinburg, Texas 78539	**TO CONTRACTOR:** *(Name and address)* Alpha Building Corporation 5541 Bear Lane #201 Corpus Christi, Texas 78504	FIELD ☐ OTHER ☐

Project or portion of the Project designated for partial occupancy or use shall include:

Entire project is substantially complete and available for owner use and occupancy.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

Steven McGarraugh, AIA		October 11, 2012
ARCHITECT	**BY** *(Signature)*	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 48,750.00

The Contractor will complete or correct the Work on the list of items attached hereto within fifty-six (56) days from the above date of Substantial Completion.

Gustavo Grajales		
CONTRACTOR	**BY** *(Signature)*	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 a.m. (*time*) on October 12, 2012 (*date*).

Hon. Ramon Garcia		
OWNER	**BY** *(Signature)*	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(NOTE: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Per the requirements of the Contract for Construction.

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Halff Associates

5000 West Military, Suite 100
McAllen, Texas 78503
(956) 664-0286
Fax: (956) 664-0282

Punchlist

Project: Hidalgo County Elections Warehouse **Report number:** N/A

Owner: Hidalgo County Date: 9/28/2012 Time:9:00 AM

Subject: Walk through: Gen. Observations - MEP AVO: **28237**

Weather			Site Conditions		Day	
☒ Clear	☐ Snow	☐ Warm	☐ Clear	☐ Dusty	☐ Monday	☐ Thursday
☐ Overcast	☐ Foggy	☒ Hot	☐ Muddy	☐	☐ Tuesday	☒ Friday
☐ Rain	☐ Cold	☐	☒ Temperature	90s	☐ Wednesday	☐

PERSONS CONTACTED:

Gustavo "Gus" Grajales – Alpha Building Corporation

WORK OBSERVED:

Electrical:

1) Finish connection at Water Heater, install and label disconnect.
2) General note: All equipment disconnects need to be properly labeled.
3) All j-boxes need to be properly supported per NEC.
4) Verify all lay in light fixtures are properly supported back to structure.
5) Label disconnect switches to condensing units.
6) Circuit Breaker directory needs to be properly lableled. Hand written label is not acceptable.
7) All wall plugs, light switches need to be flush with wall, sealed as required. Verify properly identified and wired, also verify correct label on circuit breaker panel.
8) Properly ground exterior panels. PVC conduit is not acceptable, use EMT.
9) Install missing exterior East light fixture on stucco column.

Mechanical:

1) Verify final filters have been installed. Spare parts and filters to be properly documented upon delivery.
2) Coordinate with Plumbing subctr, installation of condensate lines, verify proper draining of aux. drain pans.
3) Seal all wall and other penetrations as specified.

Plumbing:

1) Complete plumbing fixtures at restrooms, fixtures and escutcheons. Verify working correctly.
2) Review specs and verify proper insulation is installed. Remove foam insulation.
3) Verify access to water heater including removal / replacement space.
4) Verify correct condensate drain line insulation was installed. Replace is needed.

Exterior:

1) Correction and resolution of exterior floor tile.
2) Install missing light fixture by stucco column.

Halff Associates

5000 West Military, Suite 100
McAllen, Texas 78503
(956) 664-0286
Fax: (956) 664-0282

3) Install handrails by south entrance.
4) Correction and resolution of questions on asphalt compacting. Were any tests done during installation. Tear out and replace in proper sequence for uniform appearance.
5) Splash blocks were not installed.
6) Verify proper drainage and slope of concrete between existing building and new warehouse.
7) Verify handicap parking signs are installed.
8) General clean-up of South area was pending. Remove wood forms from concrete collars around cleanouts. General leveling and cleaning of South area.
9) All excess construction debris

REMARKS:

Contractor to provide his own generated punchlist. Send to Architect for distribution.

Electrical P.E. has done his electrical punchlist along with Architect punchlist..

☐ ATTACHMENTS: none

SIGNED: Rolando A. Ayala

Cc: Steve McGarrath - Dannebuam

AI-34641 **Purchasing Department 18. J. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration, and action on a recommendation by project engineer, Javier Hinojosa Engineering, to award to the lowest bidder meeting all specifications-Valley Paving Inc. in the amount of $66,903.45 for Bid No. CAP-12-208-08-29-YSI "Road & Drainage Construction for Dude Hill Subdivision."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-234-0-731

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

BUDGETARY IMPACT:

For Road Construction: Available funds as of 10/12/12 are $46,913.29.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-234-0-733

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

BUDGETARY IMPACT:

For Drainage Construction: Available funds as of 10/12/12 are $28,335.00.

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-234-0-841

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

BUDGETARY IMPACT:

For Road Construction: Available funds as of 10/12/12 are $170.51.

Attachments

dude hill conc to txdot

dude hill eng recomn

dude hill b tab sheet

dude hill ai req

dude hill cost breakdown

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 01:30 PM
Budget & Management	Merlen P. Munoz	10/11/2012 01:47 PM
Perla Lopez	Perla Lopez	10/12/2012 10:34 AM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Yvette Islas Started On: 10/09/2012 10:46 AM

Final Approval Date: 10/12/2012

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

3 October 2012

Judy Sanchez, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-12-208-08-29-YSI 3rd Call Project Dude Hill Subdivision CSJ: 3C1080234

Dear Judy:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.
Please be advised that the County will proceed to award the bid on the following:

1. Engineer's Recommendation
2. Bidder meets all County requirements
3. Bids is the lowest of bids received
4. Cost breakdown

Javier Hinojosa Engineering has reviewed bids and tabulations and is recommending Valley Paving, Inc. of Mission TX as the low bidder for the above-referenced project. The County was awarded $60.500.00 for Road Work and $63,585.00 for Drainage for a total of $124,085. Based on the apparent low bidder, the County will have an overrun of $170.51 for Road Work and an underrun of $8,515.35 for Drainage.

The award will be to the low bidder Valley Paving, Inc. with a low bid amount of $66,903.45.

The bids were as follows:

Contractor	Read Total	Correct Total
Jimmy Closner and Sons Construction Company, Inc.	$80,775.00	$80,775.00
Valley Paving, Inc	$66,903.45	$66,903.45

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

2GS, LLC	$81,909.50	$81,909.50

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M Flores, Hidalgo County Precinct 3 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Norma Ceballos, Executive Assistant, Precinct 3 (email)
Eralio Palacios, HCBCAP County Wide Coordinator (email)
Rossana Schettino, Grant Accountant II (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

August 31, 2012

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Dude Hill Subdivision
Bid No. CAP-12-208-08-29-YSI

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-12-208-08-29-YSI Dude Hill Subdivision on August 29, 2012. A total of three bids were received with Valley Paving, Inc. being the low bidder with a total base bid of $66,903.45. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Israel Avenue within Dude Hill Subdivision. Valley Paving, Inc. is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Valley Paving, Inc. in the amount of $66,903.45.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program
Ms. Yvette S. Islas, Hidalgo County Purchasing Dept.

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2012\LETTERS 2012\BID RECOMMENDATION\HIDALGO COUNTY PCT 3\Flores-Joe-M-08-31-12.doc

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: August 29, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION"

BID NO: CAP-12-208-08-29-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Jimmy Closner & Sons Construction Co., Inc.	$80,755.00	Bid Bond Included
2.	2GS, LLC	$81,909.50	Bid Bond Included
3.	Valley Paving Inc.	$66,903.45	Bid Bond Included
4.			
5.			
6.			
7.			
8.			
9.			
10.			

From:	marcie.jackson
To:	Yvette Islas; Agapito Vargas
Cc:	"Norma Ceballos "; "Eralio Palacios"
Subject:	Request Approval to Award Contractor
Date:	Monday, October 01, 2012 3:28:35 PM
Attachments:	Cost Breakdown dude hill 1 09102012.xls Recommendation Letter - Dude Hill Subd 08312012.pdf Bid Tab Itemized - Dude Hill Subd.pdf

---

Yvette,

Please place the following item on CC agenda for Tuesday 16th October 2012:
Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project

Project Name: Dude Hill Subdivision No.1 (CSJ: 3C1080234)
Project Location: Precinct 3
Low Bidder: Valley Paving, Inc.; Mission, TX
Project Engineer: Javier Hinojosa Engineering/Consulting Engineers
Account: 2-1312-431-00-123-234-0-731
2-1312-431-00-123-234-0-733
2-1200-431-00-123-234-0-731

Attached is engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.

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: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

Dude Hill #1 Subdivision
CSJ: 3C1080234
Cost Breakdown
Precinct 3

			Original Contract Amounts				Change Order 1		
Item No.	Bid Item No.	Item Description	Unit	Original Quantities	Original Rates	Amount Bid	Revised Rates	Revised Quantities	Amount Increase/ Decrease
		ROADWAY							
1	100	Preparing ROW	STA	6.45	$1,050.00	$6,772.50			
2	110	Excavation (Roadway)	CY	985	$5.50	$5,417.50			
3	247	Flex Base (RD DEL) TY "E" GR4	CY	2294	$6.45	$14,796.30			
4	310	Prime Coat (MC-30)	GAL	459	$4.50	$2,065.50			
5	340	Asph Conc ACP Surface (TY "D") (1.5")	SY	1935	$7.20	$13,932.00			
6	502	Barricades, Signs and Traffic Handling	MO	1.5	$1,000.00	$1,500.00			
7	502	Type III Barricades	EA	1	$2,000.00	$2,000.00			
8	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	SY	30	$20.00	$600.00			
		SubTotal Base Bid				**$47,083.80**			
		DRAINAGE							
1	529	Concrete Curb & Gutter (Ty "A") (Barrier)	LF	1250	$6.20	$7,750.00			
2	530	Driveways (Asphalt, Concrete, Pavement)	SY	241	$13.65	$3,289.65			
3	530	Driveways (Concrete)	SY	110	$53.00	$5,830.00			
4	556	18" RCP Culvert Pipe	LF	70	$25.00	$1,750.00			
5	556	Safety End Treatment	EA	2	$600.00	$1,200.00			
		SubTotal Drainage				**$19,819.65**			
		GrandTotal Roadwork Base Bid and Drainage				**$66,903.45**			

Project Length: (LF)	640	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 60,608.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 60,606.06**	
Allowed Increase:	**$ 1.94**	**Amt Inc.: $ 15,151.52**

Road Construction Allocation:	$ 45,686.09
Possible 25% Transfer In Other Projects:	$ -
Indirect Cost Transfer In:	$ 1,227.20
Total Allocation, 25% Transfer and Contingency Transfer	$ 46,913.29
Low Base Bid Roadwork	$47,083.80
Overrun/Underrun	($170.51)

Change Order

Road Construction Allocation:	$ -
Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ -
Low Base Bid Roadwork After Change Order	$ -
Overrun/Underrun	$0.00

Drainage Allocation:	$ 28,335.00
Transfer In: Other Projects	
Total Allocation and Transfer	$28,335.00
Drainage Cost:	$19,819.65
Overrun/Underrun	$8,515.35

Change Order

Drainage Allocation:	$ -
Transfer In: Other Projects	
Total Allocation and Transfer	$0.00
Drainage Cost:	$0.00
Overrun/Underrun	$0.00

AI-34642 **Purchasing Department 18. J. 2.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration, and action on a recommendation by project engineer, Javier Hinojosa Engineering, to award to the lowest bidder meeting all specifications-Jimmy Closner & Sons Construction Company Inc. in the amount of $392,013.75 for Bid No. CAP-12-197-08-15-YSI "Road & Drainage Construction for Casa De Los Vecinos Subdivision."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-141-0-731

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

BUDGETARY IMPACT:

For Road Construction: Available funds as of 10/12/12 are $317,837.00.

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-141-0-733

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

BUDGETARY IMPACT:

For Drainage Construction: Available funds as of 10/12/12 are $114,490.00.

Attachments

c de vecinos ask conc

c de vecinos eng recomn

c de vecinos b tab sheet

c de vecinos ai req

c de vecinos cost breakdown

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 01:35 PM
Budget & Management	Merlen P. Munoz	10/11/2012 01:48 PM
Perla Lopez	Perla Lopez	10/12/2012 10:51 AM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Yvette Islas Started On: 10/09/2012 11:02 AM

Final Approval Date: 10/12/2012

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

31 August 2012

Judy Sanchez, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-12-197-08-15-YSI 3rd Call Project Casa de Los Vecinos Subdivision CSJ: 3C1080141

Dear Judy:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.
Please be advised that the County will proceed to award the bid on the following:

1. Engineer's Recommendation
2. Bidder meets all County requirements
3. Bids is the lowest of bids received
4. Cost breakdown

Javier Hinojosa Engineering has reviewed bids and tabulations and is recommending Jimmy Closner and Sons Construction Company, Inc. of _____TX as the low bidder for the above-referenced project. The County was awarded $423,757.12 for Road Work and $114,490.00 for Drainage for a total of $538,247.12. Based on the apparent low bidder, the County will have an underrun of $34,549.75 for Road Work and $5,763.50 for Drainage.

The award will be to the low bidder Jimmy Closner and Sons Construction Company, Inc. with a low bid amount of $392,013.75.

The bids were as follows:

Contractor	Read Total	Correct Total
Jimmy Closner and Sons Construction Company, Inc.	$392,013.75	$392,013.75
Valley Paving, Inc	$395,873.60	$395,873.60

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Asago Construction	$397,682.00	$397,682.00
FJW Construction	$433,738.50	$433,738.50
Saenz Utility Contractors, LTD	$473,229.20	$473,229.20
2GS, LLC	$479,806.60	$479,806.60
GP7 Construction, LLC	$490,842.35	$490,842.35
REIM Construction, Inc.	$522,529.50	$522,529.50

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M Flores, Hidalgo County Precinct 3 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Norma Ceballos, Executive Assistant, Precinct 3 (email)
Eralio Palacios, HCBCAP County Wide Coordinator (email)
Rossana Schettino, Grant Accountant II (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

August 22, 2012

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Casa De Los Vecinos Subdivision
Bid No. CAP-12-197-08-15-YSI

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-12-197-08-15-YSI Casa De Los Vecinos Subdivision on August 15, 2012. A total of eight bids were received with Jimmy Closner & Sons Construction Company, Inc. being the low bidder with a total base bid of $392,013.75. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Rhode Island Street, Pennsylvania Street and St. Jude Avenue within Casa De Los Vecinos Subdivision. Jimmy Closner & Sons Construction Company, Inc. is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Jimmy Closner & Sons Construction Company, Inc. in the amount of $392,013.75.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program
Ms. Yvette S. Islas, Hidalgo County Purchasing Dept.

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2012\LETTERS 2012\BID RECOMMENDATION\HIDALGO COUNTY PCT 3\Flores-Joe-M-08-22-12.doc

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: August 15, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR CASA DE VECINOS SUBDIVISION"

BID NO: CAP-12-197-08-15-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Asago Construction	$397,682.00	Bid Bond Included
2.	Valley Paving, Inc.	$395,873.60	Bid Bond Included
3.	Saenz Utility Contractors	$473,229.20	Bid Bond Included
4.	FJW Construction	$433,738.50	Bid Bond Included
5.	REIM Construction, Inc.	$522,529,50	Bid Bond Included
6.	2GS, LLC	$479,806.60	Bid Bond Included
7.	Jimmy Closner & Sons Const. Co., Inc.	$392,013.75	Bid Bond Included
8.	GP7 Construction, Ltd	$490,842.35	Bid Bond Included
9.			
10.			

From:	marcie.jackson
To:	Yvette Islas; Agapito Vargas
Cc:	"Norma Ceballos "; "Eralio Palacios"
Subject:	Request Approval to Award Contractor - Casa De Los Vecinos Subdivision
Date:	Monday, October 01, 2012 3:42:37 PM
Attachments:	Cost Breakdown casa de los vecinos 08282012.xls Bid Tab Itemized - Casa De Los Vecinos.pdf Recommendation Letter - Casa De Los Vecinos.pdf

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Yvette,

Please place the following item on CC agenda for Tuesday 16th October 2012:
Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project

Project Name: Casa De Los Vecinos Subdivision (CSJ: 3C1080141)
Project Location: Precinct 3
Low Bidder: Jimmy Closner & Sons Construction Company, Inc.; Mercedes, TX
Project Engineer: Javier Hinojosa Engineering/Consulting Engineers
Account: 2-1312-431-00-123-141-0-731
2-1312-431-00-123-141-0-733

Attached is engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.

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: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

Colonia Casa de los Vecinos
CSJ: 3C1080141
Cost Breakdown
Precinct 3

			Original Contract Amounts				**Change Order 1**		
Item No.	Bid Item No.	Item Description	Unit	Original Quantities	Original Rates	Amount Bid	Revised Rates	Revised Quantities	Amount Increase/ Decrease
		ROADWAY							
1	100	Preparing ROW	STA	43.74	$650.00	$28,431.00			
2	110	Excavation (Roadway)	CY	8664	$2.25	$19,494.00			
3	247	Flex Base (RD DEL) TY "E" GR4	CY	16764	$6.00	$100,584.00			
4	310	8" Flex Base (Compl in place) (TY E GR $)	SY	3353	$4.25	$14,250.25			
5	340	Asph Conc ACP Surface (TY "D") (1.5")	SY	14230	$8.10	$115,263.00			
6	502	Barricades, Signs and Traffic Handling	LS	4	$1,200.00	$4,800.00			
7	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	SY	30	$15.50	$465.00			
		SubTotal Base Bid	→			**$283,287.25**			
		DRAINAGE							
1	464	Convert Grate Inlet to Curb Inlet	EA	9	1450	$13,050.00			
2	529	18" Concrete Curb & Gutter (Ty "A") (Barrier)	SY	8920	$6.80	$60,656.00			
3	529	72" Concrete Valley Gutter	LF	180	$24.00	$4,320.00			
4	530	Driveways (Asphalt, Concrete, Pavement)	SY	1031	$15.50	$15,980.50			
5	530	Driveways (Concrete)	SY	368	$40.00	$14,720.00			
		SubTotal Drainage	→			**$108,726.50**			
		GrandTotal Roadwork Base Bid and Drainage	→			**$392,013.75**			

Project Length: (LF)		4490
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**425,203.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**423,757.12**
Allowed Increase:	**$**	**1,445.88**

Amt Inc.: **$ 105,939.28**

Road Construction Allocation:	$	317,837.00
Possible 25% Transfer In Other Projects:	$	-
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	317,837.00
Low Base Bid Roadwork		**$283,287.25**
Overrun/Underrun		$34,549.75

Drainage Allocation:	$	114,490.00
Transfer In: Other Projects		
Total Allocation and Transfer		$114,490.00
Drainage Cost:		$108,726.50
Overrun/Underrun		**$5,763.50**

Change Order

Road Construction Allocation:	$	-
Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	-
Low Base Bid Roadwork After Change Order	$	-
Overrun/Underrun		$0.00

Change Order

Drainage Allocation:	$	-
Transfer In: Other Projects		
Total Allocation and Transfer		$0.00
Drainage Cost:		$0.00
Overrun/Underrun		$0.00

AI-34414 **Purchasing Department 18. K. 1.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible, lowest and best bid received from Hydro System, Inc. (as detailed in tabulation sheet contained herein) including meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes titled : Hidalgo County Sheriff's Office- "Water Softener System Maintenance Service" through RFSQ No. 2012-163-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-002-0-431

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 10-12-12 $65,955.44
On an as needed basis

Attachments

tabulation sheet
Memo of Approval
contract#C-12-163-10-16-Hydro Systems Inc-HCSO
email-apprvd by legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 05:16 PM
Budget & Management	Merlen P. Munoz	10/12/2012 08:07 AM
Manuel Chapa	Manuel Chapa	10/12/2012 09:36 AM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Elena Gomez Started On: 09/24/2012 09:28 AM

Final Approval Date: 10/12/2012

HIDALGO COUNTY SHERIFF'S OFFICE
TABULATION SHEET

RFSQ OPENING DATE: September 19, 2012	**OPENING TIME: 5:00 PM**

DESCRIPTION OF RFSQ : Water Softener System Maintenance Service

RFSQ NO: 2012-163-09-19-MEG

ITEM DESCRIPTIONS: NIGP CODE 936-91	**PARTICIPATES** sole participant Hydro System, Inc Harlingen, Texas
HOURLY RATES:	
Normal Business Hours-Hourly Rates	
• Technician hourly rate	65.00
• A.M./P.M. please fill in the time	8:00 A.M-5:00 P.M.
After Hours (Weekends & Holidays)	
• Technician hourly rate	$ 97.50
• A.M./P.M. please fill in the time	8:00 A.M-5:00 P.M.
Mark up Rates (% for parts)	List price less 20 %
Mark up Material	Cost plus 30 %
TROUBLE SHOOTING	
Trouble Shooting Fee Per Hour $	N/A
RESPONSE TIME	
Regular Basis: (8a.m.-5p.m.)	72 HOURS
Emergency Basis: time of response	within 4 hours
	97.50 per hour
WARRANTIES	
Warranties on the work being performed:	30 days on Hydro Systems Labor manufactures warranties on all parts

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

RECEIVED
SEP 21 2012
By norma 2:3

To: Commander Rene Gonzalez
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

From: **Elena Gomez**, Buyer II
Hidalgo County Purchasing Dept.

Date: September 20, 2012

Re: RFSQ No. 2012-163-09-19-MEG-**HIDALGO COUNTY SHERIFF'S OFFICE-**
"Water Softener System Maintenance Services"

Attached you will find a copy of the sole bid received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday September 28, 2012 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4855

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Hydro Sys	Please Award to sole bidder.
BUDGET ACCOUNT #: 2-1100-423-21-280-002-0-431	

Authorized Signature | Comdr. Rene Tgonzalez (Printed Name) | HCSO (Department) | 9-21-12 (Date)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-063-10-16

THIS CONTRACT is made and entered into this **16th** day of **October, 2012** by and between the **County of Hidalgo, Texas** ("County") and **HYDRO SYSTEMS, INC.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: **"Water Softener System Maintenance Service" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the

Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **October 16, 2012** and expiring on **October 15, 2013,** but in no event to exceed the $50,000.00 statutory bid limit per calendar year, and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with

providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	**Hydro Systems, Inc.** Attn: Don McGhee, CEO 1501 North 28th Street Harlingen, Texas 78550

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this __day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: HYDRO SYSTEMS, INC.

By:_____
Printed Name: Don McGhee
Title: CEO

EXHIBIT “A”

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 29, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Water Softener System Maintenance Service"
RFSQ: 2012-163-09-19-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE
"Water Softener System Maintenance Service"
RFSQ: 2012-163-09-19-MEG

1. Request for Sealed Quotes Letter, consisting of __1__ page.
2. Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications consisting of __3__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.
7. Bidder/Vendor Application, consisting of __2__ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of __8__ pages.

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

Thank You,

Elena Gomez, Buyer II

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "WATER SOFTENER SYSTEM MAINTENANCE SERVICES"

DUE DATE: September 19, 2012

Contact Person:

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "WATER SOFTENER SYSTEM MAINTENANCE SERVICE"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants 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: **RFSQ NO. 2012-163-09-19-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "WATER SOFTENER SYSTEM MAINTENANCE SERVICE"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 5:00 p.m., Wednesday September 19, 2012 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 IN REFERENCE TO RFSQ. NO. 2012-163-09-19-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item 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 Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ 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 card 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
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "WATER SOFTENER SYSTEM MAINTENANCE SERVICE"** Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 5:00 PM	**September 19, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant 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 RFSQ awarded, the successful Participant'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. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by

submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant'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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENER SYSTEM MAINTENANCE SERVICE"
RFSQ NO.: 2012-163-09-19-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
Hidalgo County Sheriff's Office
"Water Softener System Maintenance Service"
RFSQ NO: 2012-163-09-19-MEG

PROJECT OVERVIEW

Hidalgo County Sheriff's Office is seeking to enter into contract with a qualified contractor(s) to provide services on a "WATER SOFTENERS SYSTEM MAINTENANCE SERVICE" on an "As needed Basis" for the following System: The Hudson Model SA-600-3900-System, 2000 Water System is a triplex system with 3 fiberglass Resin tanks and a separate single poly salt/ Brine Tank. The System is controlled individually by each tank control head timer.

a) High Capacity Cationic Resin
b) Remove Exiting Resin, install new Resin
c) Inspect the walls of the tank for a build up of salt residue

SERVICE AND MAINTENANCE

a) System service and repair
b) Installation of new tanks
c) Replacement parts
d) Emergency service

REPAIR SERVICE

a) System tune up
b) Water quality check
c) Set or re-set timers and sensors
d) Check for salt bridging in the tank

REQUIREMENTS

1. Vendor must be certified by Water Quality Association (WQA)
2. A List of a minimum of two (2) current references Information should be included
3. Vendor(s) submitting quote must warranty all work performed.
4. All billing invoices will be itemized (parts, labor, etc....)
5. Any/all supporting documentations for travel must be submitted with all invoices.
6. All billing for travel time must be itemized
7. Copies of original receipts for all travels expenses must be provided with your invoice.
8. Emergency service -within 24 to 48 hrs

STANDARD TERMS & CONDITION:

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

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

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates

and conditions.

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

7. Hidalgo County will award to the lowest qualified bidder meeting all specifications.

8 Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

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

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

11. All costs and expenses associated with the preparation and submission of all quotes shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

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

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

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

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday September 10, 2012 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Thursday September 13, 2012 by 5:00 p.m.

BID PAGE

Technician(s) hourly rate: _____ Normal Business Hours _____ A.M. to _____ P.M.

Technician(s) hourly rate: _____ after hours, Weekends & Holidays _____ A.M. to _____P.M.

Mark up (%) Parts/: _____ Mark up (%) Materials: _____

Troubleshooting (Phone) fees per hours _____Services calls $ _____

Emergency Services $ _____ time of response _____

Specify time fee starts for Technician(s) _____

Warranties on the work being performed: _____

_____

(If Applicable) Please specify all travel related expenses:

_____

_____

_____

1. REFERENCES INFORMATION	2. REFERENCES INFORMATION
Companies Name_____	**Companies Name**_____
Address _____	**Address** _____
Phone No. _____	**Phone No.** _____
Email Address: _____	**Email Address:** _____
Worked Preformed _____	**Worked Preformed** _____
Contract Term _____	**Contract Term** _____

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Water Softener System Maintenance Service"
RFSQ NO: 2012-163-09-19-MEG

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

Adopted 06/29/2007

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ 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.)

Sign Here 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 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *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 [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
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

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the 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.

[4] 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.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

EXHIBIT "B"

VENDOR'S QUOTE / TABULATION SHEET

HIDALGO COUNTY SHERIFF'S OFFICE
TABULATION SHEET

RFSQ OPENING DATE: September 19, 2012	**OPENING TIME: 5:00 PM**

DESCRIPTION OF RFSQ : Water Softener System Maintenance Service

RFSQ NO: 2012-163-09-19-MEG

ITEM DESCRIPTIONS: NIGP CODE 936-91	**PARTICIPATES** sole participant Hydro System, Inc Harlingen, Texas
HOURLY RATES:	
Normal Business Hours-Hourly Rates	
• Technician hourly rate	65.00
• A.M./P.M. please fill in the time	8:00 A.M-5:00 P.M.
After Hours (Weekends & Holidays)	
• Technician hourly rate	$ 97.50
• A.M./P.M. please fill in the time	8:00 A.M-5:00 P.M.
Mark up Rates (% for parts)	List price less 20 %
Mark up Material	Cost plus 30 %
TROUBLE SHOOTING	
Trouble Shooting Fee Per Hour $	N/A
RESPONSE TIME	
Regular Basis: (8a.m.-5p.m.)	72 HOURS
Emergency Basis: time of response	within 4 hours
	97.50 per hour
WARRANTIES	
Warranties on the work being performed:	30 days on Hydro Systems Labor manufactures warranties on all parts

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENER SYSTEM MAINTENANCE SERVICE"
RFSQ NO.: 2012-163-09-19-MEG

ORIGINAL

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this period of ninety (90) calendar days after the ined in the Specifications.

Respectfully submitted,

DONALD K. McGHEE

CERTIFIED WATER SPECIALIST Water Quality

Hydro Systems, Inc.
WATER TREATMENT EQUIPMENT AND SERVICE

Harlingen (956) 423-4932 • McAllen (956) 630-0111 • Toll Free (800) 299-4932
1501 N. 28th St. • Harlingen, Texas 78550
dmcghee@hydrosystemstx.com

Participant: Hydro Systems, Inc.

Address: 1501 N. 28th Street; Harlingen, TX 78550

By:

Printed Name: Don McGhee

Title: CEO

OPENED
9:40
9-19-12
Witnessed

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Water Softener System Maintenance Service"
RFSQ NO: 2012-163-09-19-MEG

COPY

BID PAGE

Technician(s) hourly rate: 65.00 Normal Business Hours 8:00 A.M. to 5:00 P.M.

Technician(s) hourly rate: 97.50 after hours, Weekends & Holidays 8:00 A.M. to 5:00 P.M.

Mark up (%) Parts/: List price less 20% Mark up (%) Materials: Cost plus 30%

Troubleshooting (Phone) fees per hours No charge Services calls $ 60.00

Emergency Services $ 97.50/per hour time of response 4 hours

Specify time fee starts for Technician(s) upon arrival

Warranties on the work being performed: 30 days on Hydro Systems Labor manufacturers warranties on all parts

OPENED
9:40
9-19-12
Witnessed

(If Applicable) Please specify all travel related expenses:

N/A

1. REFERENCES INFORMATION	2. REFERENCES INFORMATION
Companies Name Rio Grande Regional Hosp.	**Companies Name** Harlingen Medical Center
Address 101 East Ridge Road	**Address** 5501 S. Expressway 77
Phone No. (956) 632-6489	**Phone No.** (956) 365-1000
Email Address:	**Email Address:**
Worked Preformed Water Softener	**Worked Preformed** Water Softener
Contract Term Annual	**Contract Term** Annual

These references were chosen due to the similarities of equipment to Hidalgo County Sheriff's Department.

Hidalgo County Sheriff's Office
"Water Softener System Maintenance Service"
RFSQ NO: 2012-163-09-19-MEG

Bidder/Company Name: Hydro Systems, Inc.

Address: 1501 N. 28th Streer

City/State/Zip: Harlingen, TX 78550

Phone No/Fax No: (956)423-4932 (956)423-4994

Cell Phone No: (956)343-1140

E-Mail Address: dmcghee@hydrosystemstx.com

Authorized Signature:

Title: CEO

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2012

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

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

PRODUCER	CONTACT NAME:	
Smith-Reagan Insurance Agency P O Box 1009 148 N Sam Houston San Benito, TX 78586	PHONE (A/C, No, Ext): 956.399.1353	FAX (A/C, No): 956.399.2185
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hydro Systems, Inc. 1501 N 28th Street Harlingen, TX 78550	INSURER A: Assurance Company of America	19305
	INSURER B: Northern Ins Co of New York	19372
	INSURER C: Texas Mutual Insurance Company	0060
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: Master GL, WC,UM,Auto** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			PAS43167866	03/12/2012	03/12/2013	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			SBS01482449	03/12/2012	03/12/2013	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			PAS43167866	03/12/2012	03/12/2013	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	1,000,000
								$	0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001036323	11/08/2011	11/08/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
Attention: Purchasing Dept.
2812 S Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Smith/CL12

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Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Thursday, October 11, 2012 11:23 AM
To: 'Leticia Saenz'
Subject: RE: REVISED: Review & Approval of Contract#C-12-163-10-16-Hydro Systems Inc-HCSO

The contract is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 9:58 AM
To: 'Steve Crain'
Cc: 'Marynel Trevino'
Subject: REVISED: Review & Approval of Contract#C-12-163-10-16-Hydro Systems Inc-HCSO

Good Morning, Mr. Crain-

Attached, you will find the "revised" agreement with corrections as indicated below for the referenced agreement.

Please advice.

Thank you.

Letty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, October 11, 2012 8:18 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approval of Contract#C-12-163-10-16-Hydro Systems Inc-HCSO

Take out the parenthesis in the second line and continuing to the third line of numbered paragraph 3 but leave the language within the parenthesis in.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 4:17 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Elena Gomez'
Subject: Review & Approval of Contract#C-12-163-10-16-Hydro Systems Inc-HCSO

Mr. Crain-

Please review and approve as to form contract document (attached hereto) #C-12-163-10-16 with Hydro Systems, Inc for the purposes of "Water Softener System Maintenance Service" (on an as needed basis) for the Sheriff's Office.

***Note: will be placed on the next CC agenda for final approval.*

Please advise.

Thanks.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

AI-34513 **Purchasing Department** **18. K. 2.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Sheriff Lupe Trevino **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional construction management services.

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional construction management services for Law Enforcement/Adult Detention Facilities Repairs(Sheriff).

Total Scores	S& B Infrastructure	Prodigy	IDEA Group
Evaluator 1	100	98	90
Evaluator 2	96	100	94
Evaluator 3	96	100	93
Evaluator 4	98	100	96
Total	390	398	373
Average	**97.50**	**99.50**	**93.25**
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Construction Management Services) contract with the No. 1 ranked firm of _____ for: the provision of professional construction management services for Law Enforcement/Adult Detention Facilities Repairs (Sheriff)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-423-21-280-086-0-311

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 10-11-12 $70,000.00

Attachments

email

Grid

Form Review

Inbox **Reviewed By** **Date**

Purchasing Department	Marty Salazar	10/11/2012 01:32 PM
Budget & Management	Merlen P. Munoz	10/11/2012 01:46 PM
Manuel Chapa	Manuel Chapa	10/11/2012 03:16 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Nielda Cavazos Started On: 09/28/2012 02:15 PM

Final Approval Date: 10/12/2012

Nielda Cavazos

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, September 25, 2012 11:48 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Nielda Cavazos'
Subject: FW: Request to Nominate, Grade/Score Construction Manager Firms for Engagement for Repairs of Law Enforcement/Adult Detention Facilities

Ms. Marty

For your review and comment regarding the Sheriffs Office request to place an item on agenda to exempt and thereafter, negotiate with No. 1 ranked (which appears to be Prodigy) for Construction Management Services to assist in the remediation of the roofs at the Jail/Law Enforcement Center. Mr. Tapia has advised and as stated below, he has discussed the scope of work with Mr. Raul Sesin and Richard Sunday on the report provided by Mr. Trey Martinez's office in regards to the condition of the roof, as a result of the litigation.

Please advise on how to proceed in this matter. Thank you

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Wednesday, September 19, 2012 4:57 PM
To: 'Darlene Betancourt'; 'Nielda Cavazos'; moises.salazar@co.hidalgo.tx.us
Cc: Rene.Gonzalez@hidalgoso.org; 'Daniel Garcia'; ruben.hinojosa@hidalgoso.org; daniel.casarez@hidalgoso.org
Subject: RE: Request to Nominate, Grade/Score Construction Manager Firms for Engagement for Repairs of Law Enforcement/Adult Detention Facilities

Darlene,
Pursuant to Mrs. Salazar enclosed concerns; the final reports were received from expert consultants hired by the law firm of Hon Trey Martinez.
After reviewing by Sheriff's Office staff and professional recommendations by County Engineers Rick Sunday & Raul Sesin together we have determined that the mentioned reports can be utilized as basis for the scope of work that needs to be done, under Acc. 2-1100-423-21-280-086-0-311
Please place a line item for the next agenda for CC to rank the final approval of a Construction Manager firm. Scoring and Evaluation Grid recommendations have already been submitted for the negotiation of a contract to undertake the repairs of the Adult Detention & Law Enforcement Center.
Appreciate in advance the attention that you will give to this matter.
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel (956) 292-2930

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 3:32 PM
To: 'Juan Tapia'

Subject: FW: Request to Nominate, Grade/Score Construction Manager Firms for Engagement for Repairs of Law Enforcement/Adult Detention Facilities
Importance: High

For your information related to the agenda item for Construction Manager for Roof Assessment.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 2:22 PM
To: 'Rene.Gonzalez@hidalgoso.org'
Cc: 'Darlene Betancourt'; 'Moises Salazar'
Subject: Request to Nominate, Grade/Score Construction Manager Firms for Engagement for Repairs of Law Enforcement/Adult Detention Facilities
Importance: High

Commander Gonzalez:
Mr. Juan Tapia has requested the placement of an item on next week's agenda for CC to rank a Construction Manager firm for the negotiation of a contract to undertake the repairs/remediation of both the Law Enforcement Center & Adult Detention Facility arising from the settlement with numerous parties. What is of a concern is that this engagement may be premature as we are not in possession of the final report from expert consultants hired by the law firm of Hon. Trey Martinez. This report is pivotal as it will completely detail those repairs that are necessary to the roofs. If you (the S/O) have the results of said report, I can understand engaging a project/construction manager. However, in an unrelated meeting that Mr. Tapia was attending at our department, he seemed to be of the opinion that a construction manager is the way to go. Nonetheless, we need the final report from the expert consultants hired by the law firm in order to have a basis for this engagement. Please let me about the report/assessment as soon as possible or feel free to call me to discuss the situation. I may be unaware of other factors regarding this project. That is why I feel we need to discuss this agenda item.

Yours truly,
Marty Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

HIDALGO COUNTY SHERIFF'S

FOR

Construction Management Services

Repairs of Law Enforcement/Adult Detention Facilities

Scoring & Evaluation GRID

Construction Management Services

Total Scores	S&B Infrastructure	Prodigy	IDEA Group
Evaluator 1	100	98	90
Evaluator 2	96	100	94
Evaluator 3	96	100	93
Evaluator 4	98	100	96
Total	390	398	373
Average	97.50	99.50	93.25
RANKING			

*Scoring & Evaluation was completed by Sheriff Department *

AI-34587 **Purchasing Department 18. K. 3.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, acceptance and approval of Work Authorization No. 2 (with an estimated cost of $2,903.98) for "Hidalgo County Sheriff's Office Sub-station Construction Project" with L&G Engineering Laboratory, LLC, to provide construction material testing engineer services. C-11-032C-10-11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-423-00-280-036-0-739

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI# 34514 - CC 10-16-12

Attachments

WA#2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 01:39 PM
Budget & Management	Merlen P. Munoz	10/11/2012 01:47 PM
Manuel Chapa	Manuel Chapa	10/12/2012 04:33 PM
Auditor's Office	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Rocio Villarreal Started On: 10/03/2012 04:34 PM

Final Approval Date: 10/12/2012

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-032C-10-11
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Hidalgo County Sheriff's Office Sub-Station Construction Project in Hidalgo County.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A"*** – ***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B"*** – ***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 **$2,903.98**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

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 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. **2-1336-423-00-280-036-0-739**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

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 Sheriff's Office as to content and detail of this Work Authorization No. #2.

HIDALGO COUNTY
SHERIFF'S OFFICE:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Sheriff's Office on _____ as indicated below and effective as of _____ day of _____, 2012.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Hidalgo County Sheriff's Office Substation Construction Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Projects in Hidalgo County.**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo Sheriff's Office** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Construction Materials Testing Services** for the **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County.**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo Sheriff's Office and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo Sheriff's Office** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo Sheriff's Office** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County.**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Sheriff's Office** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-11-032C-10-11.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Hidalgo County Sheriff's Office Substation Construction Project in Hidalgo County.**

See Attached

Attachment "D"
L&G Engineering Laboratory, LLC
Hidalgo Sherriff's Substation
Prepared for Hidalgo County

Hot Mix Asphalt Field and Laboratory Testing				
Extraction/Sieve/%AC	2	Ea.	$222.33	$444.66
Asphalt Rolling Patterns	6	Ea.	$38.12	$228.72
Density of Asphalt Cores	2	Pr.	$69.85	$139.70
Coring-ACP Thickness	8	Ea.	$63.57	$508.56
Report	4	Ea.	$22.56	$90.24
Eng. Tech. (Asphalt)	16	Hr.	$58.41	$934.56
Trip Charge (Miles)	48	Mi.	$0.50	$24.00
				$2,370.44
Field and Laboratory Test Fees				$2,370.44
Eng. Specialist (Rpt. Review)(Hr.)	2		$114.30	$228.60
Engineer (Report Review)(Hr.)	2		$152.47	$304.94
Estimated Materials Testing Total				$2,903.98

AI-34696 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Mario Herrera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:51 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Aida Alvarez Started On: 10/11/2012 08:41 AM

Final Approval Date: 10/12/2012

AI-34707 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victor Perez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 03:08 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Aida Alvarez Started On: 10/11/2012 02:32 PM

Final Approval Date: 10/12/2012

AI-34697 **Open Session 21. C.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Mario Herrera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 09:15 AM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Aida Alvarez Started On: 10/11/2012 08:56 AM

Final Approval Date: 10/12/2012

AI-34708 **Open Session 21. D.**

CC REGULAR

Meeting Date: 10/16/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victor Perez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 03:08 PM
Purchasing Department	Angela Garcia	10/12/2012 05:07 PM

Form Started By: Aida Alvarez Started On: 10/11/2012 02:45 PM

Final Approval Date: 10/12/2012