AI-34895 **County Judge's Office 5. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Karina Cardoza **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Proclamation declaring November 2012 as National Hospice and Palliative Care Month

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 08:36 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: SANDRA DELEON Started On: 10/24/2012 08:27 AM

Final Approval Date: 10/26/2012

AI-34822 **Comm. Court Executive Office 6. C.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

I.T. Department:
Requesting approval for Renan Ramirez to travel to Fort Worth, Tx for the TechShare Planning Meeting on November 28th-30th, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Funds available through 224779, 224781 and 224841

Attachments

t-1

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/17/2012 04:02 PM
Veronica Ortiz	Veronica Ortiz	10/26/2012 10:11 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Edna Kirby Started On: 10/17/2012 03:17 PM

Final Approval Date: 10/26/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/17/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: I. T. DEPARTMENT
NAME & TITLE OF EMPLOYEE(S) TRAVELING: RENAN RAMIREZ

EVENT INFORMATION

TITLE OF EVENT:	TECHSHARE PLANNING MEETING		
EVENT DATE(S) FROM:	11/28/12	TO:	11/30/12
DEPARTURE DATE:	11/28/12	RETURN DATE:	11/30/12
LOCATION OF EVENT: CITY:	FORT WORTH	STATE:	TEXAS

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- ____ To obtain statutorily required continuing professional education.
- ____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- ____ To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County.
- ____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County.
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- ____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 1,166.20	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ 108.09	
6. GASOLINE/DIESEL/FUEL	$ 60.00	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 250.70	
11. MEALS	$ 108.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 1,692.99	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,692.99	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE*
- BUS**
- Rental Car**
- County Vehicle**
- Private Vehicle**
- OTHER** (Specify)

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- ____ Trip expenses are necessary and will be incurred for official county business.
- ____ Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	10/29/12	Edna Kirby	X6001

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

- ____ TRAVEL IS **APPROVED** for the individuals listed below:
- ____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
	10/29/12	Veronica Ortiz	292-2025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T.1.1 (01/12)

Requisition

Req # 00225434

PO #

Date: 10/29/12

Bill To: x
x

Vendor : 182958
RAMIREZ, RENAN A.
C/O IT DEPT

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
		AIRFARE EXPENSES FOR RENAN RAMIREZ HE WILL BE ATTENDING THE TECHSHARE PLANNING MEETING IN FORT WORTH, TEXAS NOVEMBER 28, 2012 THUR NOVEMBER 30,2012 DO NOT DUPLICATE ORDER		
2.00	EACH	BREAKFAST 11/29-30/12	9.00	18.00
3.00	EACH	LUNCH 11/28-30/12	12.00	36.00
3.00	EACH	DINNER 11/28-30/12	18.00	54.00
		Account No	Encumbrance	
		2-1100-415-00-200-001-0-583	108.00	
			Freight	.00
			Total	108.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/17/12

DEPARTMENT NAME: I. T. DEPARTMENT

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: RENAN RAMIREZ

EVENT INFORMATION

TITLE OF EVENT:	TECHSHARE PLANNING MEETING		
EVENT DATE(S) FROM:	11/28/12	TO:	11/30/12
DEPARTURE DATE:	11/28/12	RETURN DATE:	11/30/12
LOCATION OF EVENT: CITY:	FORT WORTH	STATE:	TEXAS

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

	To obtain statutorily required continuing professional education.
	To obtain continuing education related to an employee's work or maintenance of a license or certification.
	To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
	To participate in professional organizations related to the employee or official's job assignment.
X	To conduct essential research & information-gathering for improvement of County operations or compliance with law.
	To monitor the development of state or federal legislation or implementation of legislation that might affect the County
	To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
	To pursue the County's interests in litigation or criminal justice.
	To promote the economic development interests of the County.
	To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 1,166.20	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ 108.09	
6. GASOLINE/DIESEL/FUEL	$ 60.00	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 250.70	
11. MEALS	$ 168.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 1,752.99	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,752.99	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

	Trip expenses are necessary and will be incurred for official county business.
	Reasonable efforts to minimize the use of county funds have been explored.
X	Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
	If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

	TRAVEL IS **APPROVED** for the individuals listed below:
	TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT:	IT DEPARTMENT	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	11/28/2012	RETURN DATE:	11/30/2012
TO CITY:	FORT WORTH	STATE:	TEXAS
NAME OF EMPLOYEES ATTENDING SEMINAR:	RENAN RAMIREZ		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		
PURPOSE/BENEFIT TO HIDALGO COUNTY:			

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	TECHSHARE PLANNING MEETING		
SPONSORED BY:	TEXAS CONFERENCE OF URBAN COUNTIES		
REGISTRATION CHECK PAYABLE TO:			
REGISTRATION ADDRESS:		SEMINAR START DATE:	11/28/2012
		SEMINAR END DATE:	11/30/2012
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ -	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	2-1100-415-00-200-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	-
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	-
TOTAL 2ND PAGE (B + C + D):	$	1,525.00
GRAND TOTAL (A + B + C + D)	$	1,525.00

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
RENAN RAMIREZ		050229
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT:	IT DEPARTMENT		
DEPARTURE DATE:	11/28/2012	RETURN DATE:	11/30/2012
TO CITY:	FORT WORTH	STATE:	TEXAS
NAME OF EMPLOYEES ATTENDING SEMINAR:	RENAN RAMIREZ		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	1		

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL:	DALLAS/FORT WORTH MARRIOTT HOTEL	HOTEL PHONE NO:	817-961-0800
ADDRESS OF HOTEL:	3300 CHAMPIONSHIP PARKWAY FORT WORTH, TEXAS 76177	CONFIRMATION NO.(s):	86628336
ROOM RATE:	$ 125.35	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	2	GENERAL LEDGER ACCT NO:	2-1100-415-00-200-001-0-583
ROOM RATE:		TOTAL NO. OF ROOMS:	1
NUMBER OF NIGHTS:			
ROOM RATE:		HOTEL TAX RATE:	
NUMBER OF NIGHTS:			

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 250.70

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO	No	IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.	
NAME OF CAR RENTAL COMPANY:	ENTERPRISE HOLDINGS, INC		
ADDRESS OF CAR RENTAL COMPANY: *Note: Coordination of travel is required for every group of 4 or less*	DALLAS FT WORTH AIRPORT DFW AIRPORT, TX		
PHONE NUMBER OF CAR RENTAL COMPANY:	972.586.1100		
VEHICLE NO. 1 TYPE:	STANDARD	VEHICLE NO. 2 TYPE:	
DAILY CAR RATE:	$ 54.05	DAILY CAR RATE:	
NUMBER OF DAYS:	2	NUMBER OF DAYS:	
CONFIRMATION NO.:	577480309	CONFIRMATION NO.	
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:		VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:	
PURCHASE ORDER NO.		GL ACCT NO:	2-1100-415-00-200-001-0583

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ 108.10

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:	UNITED AIRLINES INC		
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	PGT6XZ
ROUND TRIP AIRFARE PER PERSON:	$ 1,166.20		
NUMBER OF TRAVELERS:	1		
GENERAL LEDGER ACCOUNT NUMBEI	2-1100-415-00-200-001-0-583	P.O. NO.	

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ 1,166.20

SUBTOTAL (B+C+D) $ 1,525.00

COUNTY AUDITOR'S FORM T.1.2 (01/10)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Renan Ramirez	EMPLOYEE I.D. NO.:	050229	EMPLOYEE TITLE:	CIO
DEPARTMENT:	Information Technology	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	11/28/12	RETURN DATE:	11/30/12		
TIME OF DEPARTURE:	9:00 AM	TIME OF RETURN:	7:00 PM		
TO CITY:	Fort Worth	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 11/28/2012		11/30/2012	ACTUAL NO. OF DAYS	3
TITLE OF WORKSHOP/CONFERENCE:	Tech Share Planning Meeting				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Air	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Renan Ramirez				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	No	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 28-Nov	MONTH / DAY 29-Nov	MONTH / DAY 30-Nov	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00		$9.00	$9.00					$18.00	
Lunch	$12.00	$12.00	$12.00	$12.00					$36.00	
Dinner	$18.00	$18.00	$18.00	$18.00					$54.00	
Total	$39.00	$30.00	$39.00	$39.00	$0.00	$0.00	$0.00	$0.00	$108.00	$ 108.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: 3 days @ $ 20.00 — $ 60.00

III. PERSONAL VEHICLE MILEAGE Miles @ $ 0.500 (Current Rate) . . . . — $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

. . . . . $

. . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 160 8.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-415-00-200-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

Requisition

Req # 00224779

PO #

Date: 10/15/12

Bill To: x
x

Vendor : 343277
CITIBANK
P.O. BOX 183173
COLUMBUS OH 43218-3173

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		
1.00	EACH	AIRFARE FOR RENAN RAMIREZ HE WILL BE ATTENDING THE TECHSHARE PLANNING MEETING IN FORT WORTH, TEXAS NOVEMBER 28, 2012 THUR NOVEMBER 30,2012	1,166.20	1,166.20
		e TICKET NUMBER: 0162343583777		
		DEPARTURE: 11/28/12 LEAVING @ 12:14PM ARRIVE @ 03:30PM		
		RETURN: 11/30/12 LEAVING 02:28PM ARRIVE 05:53PM		
		Account No	Encumbrance	
		2-1100-415-00-200-001-0-583	1,166.20	
			Freight	.00
			Total	1,166.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Edna Kirby

From: United Airlines, Inc. [unitedairlines@united.com]
Sent: Tuesday, October 16, 2012 9:18 AM
To: NIELDA.CAVAZOS@CO.HIDALGO.TX.US
Subject: eTicket Itinerary and Receipt for Confirmation PGT6XZ

UNITED | A STAR ALLIANCE MEMBER

Confirmation:
PGT6XZ
Check-In >

Issue Date: October 16, 2012

Traveler	eTicket Number	Frequent Flyer	Seats
RAMIREZ/RENAN	0162343583777		25D/11C/10C/10B

FLIGHT INFORMATION

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Wed, 28NOV12	UA1507	B	MCALLEN, TX (MFE) **12:14 PM**	HOUSTON, TX (IAH -BUSH INTL) **1:28 PM**	737-500	
Wed, 28NOV12	UA5166	B	HOUSTON, TX (IAH -BUSH INTL) **2:16 PM**	DALLAS/FORT WORTH, TX (DFW) **3:30 PM**	CRJ-700	
Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.						
Fri, 30NOV12	UA5195	B	DALLAS/FORT WORTH, TX (DFW) **2:28 PM**	HOUSTON, TX (IAH -BUSH INTL) **3:39 PM**	CRJ-700	
Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.						
Fri, 30NOV12	UA4505	B	HOUSTON, TX (IAH -BUSH INTL) **4:40 PM**	MCALLEN, TX (MFE) **5:53 PM**	ERJ-145	
Flight operated by EXPRESSJET AIRLINES INC doing business as UNITED EXPRESS.						

FARE INFORMATION

Fare Breakdown

Airfare:	1,047.44 USD
U.S. Federal Transportation Tax:	78.56
U.S. Flight Segment Tax:	15.20
September 11th Security Fee:	10.00
U.S. Passenger Facility Charge:	15.00
Per Person Total:	1,166.20 USD
eTicket Total:	**1,166.20 USD**

Form of Payment:
MASTERCARD
Last Four Digits 6657

The airfare you paid on this itinerary totals: 1,047.44 USD

The taxes, fees, and surcharges paid total: 118.76 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

/-REFUNDABLE-/

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1st bag	2nd bag	Max wt / dim per piece
11/28/2012 McAllen, TX (MFE) to Dallas/Fort Worth, TX	25.00	35.00	50.0lbs (23.0kg) - 62.0in

(DFW)	USD	USD	(157.0cm)
11/30/2012 Dallas/Fort Worth, TX (DFW) to McAllen, TX (MFE)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)

Additional Baggage Information

Carry-on baggage information

United accepts one carry-on item of no more than 45 linear inches or 114 linear centimeters in the aircraft cabin, along with one personal item (such as a shoulder or laptop bag).
Due to FAA regulations, operating carriers may have different carry-on requirements. Please check with the operating carrier for
more information or go to united.com.

General Baggage Information

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges
allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items
or sporting equipment, visit united.com/baggage.

eTicket Reminders

- **Check-in Requirement** - Bags must be checked and boarding passes obtained at least 30 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be cancelled if this condition is not met.
  EXCEPTION:when departing from Atlanta, Chicago, Cleveland, Denver, Houston, Kona, Las Vegas, Los Angeles, Newark, Orlando, Philadelphia, Reno, San Francisco, Seattle or Tampa, the check in requirement time for Passengers and Bags is 45 minutes
- **Boarding Requirement** - Passengers must be prepared to board at the departure gate with their boarding pass at least 15 minutes prior to scheduled departure.
- Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
- Bring your boarding pass or this eTicket Receipt along with photo identification to the airport.
- The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger.
- For up to the minute flight information, sign-up for your Flight Status E-mail at united.com or call 1-800-784-4444; in Spanish 1-800-579-3938.
- If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
- For the most current status of your reservation, flights and other important policies, go to united.com.
- Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules above.

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San Diego CA, San Antonio TX, San Jose del Cabo Mexico, New York LaGuardia NY, Washington DC Regan National, Boston MA.
See united.com for where to check in at each airport

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- **Incorporated Terms** - Your travel is subject to United's Contract of Carriage terms. The Contract is available for inspection at any UA ticketing facility, united.com or by calling 1-800-UNITED-1. Passengers have the right to receive the full text of the terms incorporated by reference free of charge by mail or other delivery service. The Contract terms include rules about limits on liability for personal injury or death and for loss, damage, or delay of goods and baggage, check-in times, overbooking, security issues, reservations, denial of carriage, refunds, claims limits and restrictions, including time limitations for filing a claim or lawsuit, and schedule changes and irregularities. The Contract of Carriage contains further detail of these terms.
- **Additional Terms** - Depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to one or more of the following, may apply to your travel: (1) the ticket may not be refundable but may be exchangeable for a fee with another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) travel may be restricted to specific flights and/or times and minimum and/or maximum stay may be required.
- **Baggage Liability** - On domestic flights, United's maximum liability limit for checked baggage is $3300 USD per passenger and United excludes liability for all unchecked baggage. For travel within the U.S., United excludes liability for fragile, valuable or perishable items carried in all baggage including jewelry, computers, cash, camera equipment and similar valuables. If any of these items are lost, damaged or delayed, you will not be entitled to any reimbursement. You can declare excess valuation on certain baggage at the airport, additional fees will apply.
- **ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER LIABILITY** – Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death of or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.
- **Notice—Overbooking of Flights** - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline which are available upon request from the air carrier, persons denied boarding involuntarily are entitled to compensation. *The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*
- **Personal Health** - For important health tips before your flight, including information on a serious condition called Deep Vein Thrombosis, please go to united.com.

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Requisition

Req # 00224781

PO #

Date: 10/15/12

Bill To: x
x

Vendor : 396095
ENTERPRISE HOLDINGS, INC.
EAN HOLDINGS, LLC
4210 SOUTH CONGRESS AVENUE
AUSTIN TX 78745

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		
1.00	EACH	RENTAL CAR FOR RENAN RAMIREZ WILL BE ATTENDING THE TECHSHARE PLANNING MEETING IN FORT WORTH, TEXAS NOVEMBER 28, 2012 THUR NOVEMBER 30,2012	108.09	108.09
		2 DAY @ $35.50 USD $ 71.00 USD		
		FACILITY CHARGE 4.00/DAY $ 8.00 USD		
		CUSTOMER TRANSPORTATION CHARGE $ 4.40 USD		
		CONCESSION FEE RECOVERY 11.11 PCT $ 7.89 USD		
		EULESS SPORTS VENUE TAX 5 PCT $ 4.70 USD		
		TEXAS REIMBURSEMENT FEE 1.35/DAY $ 2.70 USD		
		MOTOR VEH RENTAL TAX $ 9.40 USD		
		* Total Charges $ 108.09 USD		
		Account No	Encumbrance	
		2-1100-415-00-200-001-0-583	108.09	
			Freight	.00
			Total	108.09
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

REQ.

224781

Enterprise Plus Emerald Club

enterprise

Modify Reservation

Confirmation # 577480309

Special Section

HIDALGO COUNTY PURCHASING

Location Details change

Pick Up Location

DALLAS FT WORTH AIRPORT
DFW AIRPORT, TX 75261-3109
Tel.:(972) 586-1100

Dates & Times change

Pick Up
Nov 28, 2012 @ 3:30 pm

Return
Nov 30, 2012 @ 2:00 pm

Vehicle Class change

Standard

Renter's Age change

25 and Up

Renter's Information change

RENAN RAMIREZ
Tel.: (956) 318-2626
NIELDA.CAVAZOS@CO.HIDALGO.TX.US

Verify Changes to Confirmation #577480309.

Exit, No Changes | Cancel Reservation

Total Cost Estimate

For a(n) **Standard rental** (Ford Fusion or similar).

2 Day @ $ 35.50 USD	$ 71.00 USD
Drop Charge	$ 0.00 USD
COLLISION DAMAGE WAIVER FULL	Included
SUPPLEMENTAL LIABILITY PROTECTION	Included
FACILITY CHARGE 4.00/DAY	$ 8.00 USD
CUSTOMER TRANSPORTATION CHARGE	$ 4.40 USD
CONCESSION FEE RECOVERY 11.11 PCT	$ 7.89 USD
EULESS SPORTS VENUE TAX 5 PCT	$ 4.70 USD
TEXAS REIMBURSEMENT FEE 1.35/DAY	$ 2.70 USD
MOTOR VEH RENTAL TAX	$ 9.40 USD
*** Total Charges**	**$ 108.09 USD**

Additional surcharges, local taxes, etc. may apply.

Your Business Rental Program benefits have been Applied

Shuttle Policy

PROCEED TO THE LOWER LEVEL FROM BAGGAGE CLAIM AND TAKE THE BLUE AND WHITE RENTAL CAR SHUTTLE BUS. THE RENTAL CAR CENTER IS 7-10 MINUTES FROM THE TERMINAL.

Important Information About Your Rental

- MILEAGE IS UNLIMITED FOR STATE OF TEXAS BUSINESS USE ON CONTRACTED CAR CLASSES. FOR ONE WAY RENTALS, MILEAGE IS UNLIMITED MILES WHEN BOOKING ONE WAY RENTALS IN TEXAS AND RETURNING IN TEXAS. ALL OTHER ONE WAY RENTALS WILL INCLUDE 0 FREE MILES WITH A $.40 PER MILE CHARGE.
- ALL STATE DRIVERS MUST BE 18 YEARS OF AGE OR OLDER FOR CONTRACTED CAR CLASESS FOR BUSINESS USE. 21 AND UP FOR 12-15 PASSENGER VANS.
- THERE ARE NO ADDITIONAL FEES FOR STATE RENTERS WITH VALID ID OR A SPOUSE OR DOMESTIC PARTNER.
- IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE IN NORTHERN CALIFORNIA, COLORADO, FLORIDA, NORTH CAROLINA, TEXAS, WASHINGTON STATE, OR BRITISH COLUMBIA, CANADA, AND GENERATE AN UNPAID TOLL, YOU WILL BE CHARGED OUR TOLL PASS CONVENIENCE CHARGE OF $2.95 FOR EACH DAY YOU USE A TOLL ROAD OR BRIDGE PLUS THE COST OF ALL UNPAID TOLLS. THE MAXIMUM TOLL PASS CONVENIENCE CHARGE FOR THE RENTAL PERIOD IS $14.75, PLUS THE COST OF ALL UNPAID TOLLS. FOR INFORMATION CALL (877) 860-1258. IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE IN AREAS NOT SERVED BY TOLLPASS AND GENERATE ANY UNPAID TOLL(S) THEN YOU WILL BE CHARGED FOR ALL UNPAID TOLLS AND AN ADMINISTRATIVE CHARGE OF UP TO $25.00 PER RENTAL. . TOLL ROAD USAGE PROGRAM:WWW.HTALLC.COM/ENTERPRISE. . ESPANOL: WWW.ES.HTALLC.COM/ENTERPRISE. . FRANCAIS: WWW.FR.HTALLC.COM/ENTERPRISE. . PORTUGUES: WWW.PT.HTALLC.COM/ENTERPRISE.



Standard
Ford Fusion or similar

Add Optional Items

GPS	$ 10.99 USD / Day $ 169.99 USD Max/Rental	Add
Child toddler seat	$ 8.95 USD / Day $ 60.00 USD Max/Rental	Add

Explore Protection Products

Damage Waiver	Included in price
Loss Damage Waiver	Included in price
Supplemental Liability Protection	Included in price

Actual prices may vary depending on the vehicle class that is selected.

These optional products may be purchased at the time of rental and are not included in the Total Cost Estimate quoted in this Reservation.

Exit, No Changes | Cancel Reservation

SEARCH FLIGHTS → CHOOSE FLIGHTS → TRIP ITINERARY → TRAVELER INFORMATION → COMPLETE PURCHASE → CONFIRMATION

Review Trip Itinerary

Fare Details

1 Adults (age 18 to 64)	$1,126.00
Additional Taxes/Fees	$40.20
Total Price	**$1,166.20**

Start with 30,000 Bonus Miles
+$50 Statement Credit
LEARN MORE

Total Ticket Price	$1,166.20
Card Statement Credit	-$50.00
Total After Savings	$1,116.20

Flight Details

Wed., Nov. 28, 2012 | McAllen, TX (MFE) to Dallas/Fort Worth, TX (DFW)

Depart: **12:14 p.m.** **Wed., Nov. 28, 2012** McAllen, TX (MFE)
Arrive: **1:28 p.m.** **Wed., Nov. 28, 2012** Houston, TX (IAH - Intercontinental)
Flight Time: 1 hr 14 mn
Award Miles/ Premier Qualifying*: **316 /150%**
Flight: **UA1507**
Aircraft: **Boeing 737-500**
Fare Class: **United Economy (B)**
Meal: **None**
No Special Meal Offered.
Premier Instant Upgrade Fare

Change Planes. Connect time in Houston, TX (IAH - Intercontinental) is 48 minutes.

Depart: **2:16 p.m.** **Wed., Nov. 28, 2012** Houston, TX (IAH - Intercontinental)
Arrive: **3:30 p.m.** **Wed., Nov. 28, 2012** Dallas/Fort Worth, TX (DFW)
Flight Time: 1 hr 14 mn
Travel Time: **3 hr 16 mn**
Award Miles/ Premier Qualifying*: 224 /150%
Total Award Miles: **540**
Flight: **UA5166**
Operated by SKYWEST DBA UNITED EXPRESS.
Aircraft: **Canadair Regional Jet 700**
Fare Class: **United Economy (B)**
Meal: **None**
No Special Meal Offered.
Premier Instant Upgrade Fare

Fri., Nov. 30, 2012 | Dallas/Fort Worth, TX (DFW) to McAllen, TX (MFE)

Depart: **2:28 p.m.** **Fri., Nov. 30, 2012** Dallas/Fort Worth, TX (DFW)
Arrive: **3:39 p.m.** **Fri., Nov. 30, 2012** Houston, TX (IAH - Intercontinental)
Flight Time: 1 hr 11 mn
Award Miles/ Premier Qualifying*: **224 /150%**
Flight: **UA5195**
Operated by SKYWEST DBA UNITED EXPRESS.
Aircraft: **Canadair Regional Jet 700**
Fare Class: **United Economy (B)**
Meal: **None**
No Special Meal Offered.
Premier Instant Upgrade Fare

Change Planes. Connect time in Houston, TX (IAH - Intercontinental) is 1 hour 1 minute.

Depart: **4:40 p.m.** **Fri., Nov. 30, 2012** Houston, TX (IAH - Intercontinental)
Arrive: **5:53 p.m.** **Fri., Nov. 30, 2012** McAllen, TX (MFE)
Flight Time: 1 hr 13 mn
Travel Time: **3 hr 25 mn**
Award Miles/ Premier Qualifying*: 316 /150%
Total Award Miles: **540**
Flight: **UA4505**
Operated by EXPRESSJET AIRLINES DBA UNITED EXPRESS.
Aircraft: **Embraer RJ145**
Fare Class: **United Economy (B)**
Meal: **None**
No Special Meal Offered.

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> Additional bag charges may apply
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*Miles shown are the actual miles flown for this segment. Fare class, Premier qualifying miles and other promotional bonuses are not included in the total miles shown. The award miles accrued on codeshare flights are based on the operating carrier and their equivalent fare class. This could result in differences between the purchased booking class and the booking class flown, which determines the number of base and Premier qualifying miles and Premier qualifying segments earned. MileagePlus award miles are not awarded for travel on airlines that are not MileagePlus partners. Miles indicated for non-partner flights or flight segments will not be awarded. MileagePlus award miles earned will vary depending on the Premier status of the customer.

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Requisition

Req # 00224841

PO #

Date: 10/16/12

Bill To: x
x

Vendor : 403237
DALLAS/FORT WORTH MARRIOTT HOTEL & G(
CLUB AT CHAMPIONS CIRCLE
3300 CHAMPIONSHIP PARKWAY
FORT WORTH TX 76177
FAX (817)497-3011

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		
1.00	EACH	HOTEL EXPENSES FOR RENAN RAMIREZ HE WILL BE ATTENDING THE TECHSHARE PLANNING MEETING IN FORT WORTH, TEXAS NOVEMBER 28, 2012 THUR NOVEMBER 30,2012	250.70	250.70
		CONFIRMATION NUMBER: 86628336		
		CHECK IN: 11/28/2012 CHECK OUT: 11/30/2012		
		ROOM RATE: $109.00 X 2 NIGHTS = $218.00		
		TAX RATE: $16.35 X 2 NIGHTS = $32.70		
		Account No	Encumbrance	
		2-1100-415-00-200-001-0-583	250.70	
			Freight	.00
			Total	250.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

1524.99

Authorized By: _____

Edna Kirby

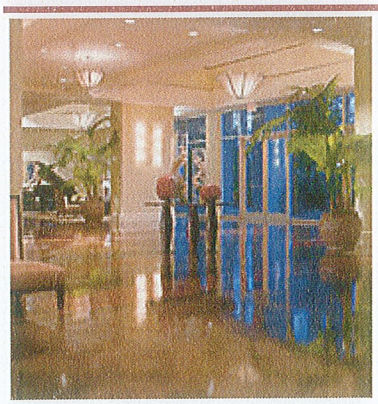
√ 403237

From: 'Marriott Hotels & Resorts Reservation' [reservations@marriott.com]
Sent: Tuesday, October 16, 2012 9:19 AM
To: NIELDA.CAVAZOS@CO.HIDALGO.TX.US
Subject: Dallas/Fort Worth Marriott Hotel & Golf Club at Champions Circle Reservation Confirmation #86628336

Marriott
DALLAS/FORT WORTH
AT CHAMPIONS CIRCLE

Dallas/Fort Worth Marriott Hotel & Golf Club at Champions Circle

3300 Championship Parkway,
Fort Worth, Texas 76177 USA
Phone: 1-817-961-0800 Fax: 1-817-497-3011



Reservation for RENAN RAMIREZ

Confirmation Number: 86628336
Check-in: Wednesday, November 28, 2012 (03:00 PM)
Check-out: Friday, November 30, 2012 (12:00 PM)

View hotel website
Modify or Cancel reservation

Driving Directions
Maps & Transportation

Reservation Confirmation

Dear RENAN RAMIREZ,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Dallas/Fort Worth Marriott Hotel & Golf Club at Champions Circle

Planning Your Trip

Check out some of Fort Worth's top attractions

Book with Hertz: Save up to 35% and Earn 500 Rewards Points
Book Cars, Tours & More - get great rates on local tours and attractions

Reservation Details

Confirmation Number: 86628336
Your hotel: Dallas/Fort Worth Marriott Hotel & Golf Club at Champions Circle
Check-in: Wednesday, November 28, 2012 (03:00 PM)
Check-out: Friday, November 30, 2012 (12:00 PM)
Room type: Standard Room, Guest room, 1 King or 2 Double, Skyline view

Number of rooms: 1
Guests per room: 1
Guest name: RENAN RAMIREZ
Reservation confirmed: Tuesday, October 16, 2012 (14:19:00 GMT)
Guarantee method: Credit card guarantee, Master Card

Special request(s):
- 1 King Bed, Sold Out/Not Guaranteed

Summary of Room Charges	Cost per night per room (USD)
Wednesday, November 28, 2012 - Friday, November 30, 2012 (2 nights)	109.00
TX CONF. URBAN CNTYS	
Estimated government taxes and fees	16.35
Total for stay (for all rooms)	**250.70**
• Complimentary on-site parking • Changes in taxes or fees implemented after booking will affect the total room price.	

You may modify or cancel your reservation online (see details below), or call 1-800-228-9290 in the US and Canada. Elsewhere, call our worldwide telephone numbers.

Contact us if you have questions about your reservation.

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Nights - with the Marriott Rewards Premier Crec
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Texas Conference of Urban Counties
500 West 13th Street
Austin, TX 78701
Phone: 512/476-6174

TEXAS Conference of Urban Counties

Programs

About the CUC
Texas Clean Air Working Group
TechShare
TIHCA
Public Power Pool
Member's Area

Champions Circle 2012 Education and Policy Conference
November 28-30, 2012

Marriott Hotel and Golf Club at Champions Circle
3300 Championship Parkway
Fort Worth, Texas, 76177
Main Telephone: 1-817-961-0800
Room Reservations: 1-866-348-3984
Online Reservations

Overview

The next Urban Counties Education and Policy Conference will be held on November 28-30, 2012 at the Marriott at Champions Circle in Fort Worth, Texas.

Champions Circle 2012 will be an opportunity for urban county officials to gather in a relaxed setting for in-depth discussions of the major issues and challenges facing urban counties. It will feature a mix of top-level state and national speakers and educational programming that is tailored for the interests of county officials from urban areas. The conference will set the tone for Urban County policy for the next regular session of the Legislature and may result in policy formulation on the spot – or provide direction for the development of future policy positions.

A Premier Continuing Education Opportunity!

Champions Circle 2012 will feature a rich mix of top-level state and local speakers and programming that is tailored for the interests of urban county officials. Although the roster of speakers is still being finalized, we expect to have over eleven hours of continuing education credit for commissioners who attend the entire conference.

Who Should Attend?

Commissioners court members and county professional staff – including executive, budget, elections, information technology, and legislative staff – will all benefit from attending Champions Circle 2012. The conference provides a great opportunity to network and discuss county government issues.

Conference Registration Information

Members of the Texas Conference of Urban Counties may register for Champions Circle 2012 by calling the Urban Counties offices at (512) 476-6174. A confirmation of registration will be sent to your office with an invoice for registration fees.

Registration Fees	By September 28	After September 28
Registrant	$390	$440
Guest	$120	$140

All guests who plan to attend any of the conference sessions are asked to pay the full Registrant rate. However, if an attendee would like to bring a guest for only the evening dinners and receptions, they may join us at the Guest rate.

Registration fees for Champions Circle 2012 include the following:

- Wednesday evening Welcome Reception, and Keynote Dinner;
- Thursday breakfast, general sessions and break-outs, Membership Luncheon, Sponsors' Reception and evening entertainment; and
- Friday breakfast and general sessions.

Friday lunch will not be provided.

A single-day rate is not available at this time.

Room Reservations

Conference participants will need to make their own hotel reservations. A special conference rate of **$109** (plus

tax) per night has been negotiated for the conference. You may make your room reservations by calling the hotel directly at 1-866-348-3984 or by clicking **here**. Please request the Texas Conference of Urban Counties room block to get the special conference rate.

Room reservations must be made by October 31, 2012 in order to receive the reduced rate for the conference. Room space is limited, so make your reservations as soon as possible to ensure your participation at Champions Circle 2012.

Conference Schedule

Wednesday, November 28, 2012

Please join us early for a golf tournament at the pristine Jay Morrish golf course. Tee-times will start at 12:00pm on Wednesday, November 28. Please note that spaces are extremely limited, so sign up early. Just be sure to mention that you would like to play when you register for the conference. Tournament organizers will assemble teams according to player handicaps, but if you have any special requests please let us know. Green fees are included in your conference registration.

Following the golf tournament, Champions Circle 2012 will kick off with a Welcome Reception and our Keynote Dinner. More details will be posted as they are confirmed.

Thursday, November 29, 2012

A full day of informative sessions are currently being scheduled. Come early for breakfast, stay all day for a variety of general and break-out sessions, and stick around for a special evening at our Sponsors' Reception. It is guaranteed to be an evening with your colleagues that you won't soon forget.

Friday, November 30, 2012

Close out the conference with a half-day of sessions.

The full agenda will be posted as soon as it is finalized.

Directions to the Hotel

From Austin/San Antonio:

- Take I-35 North towards Fort Worth.
- Take the west branch onto I-35W North.
- Take Exit 70, Dallas / Bridgeport / Airport.
- Turn left onto TX-114 West / Highway 114.
- Turn left onto Championship Pkwy.
- Arrive at Marriott Hotel & Golf Club at Champions Circle.

From Downtown Dallas:

- Take I-35E North toward Denton.
- Take TX-183 West / E John W Carpenter Fwy.
- Keep right onto TX-114 West / E John W Carpenter Fwy.
- Keep straight onto TX-114 South / TX-121 West / John W Carpenter Fwy.
- Bear right onto TX-114 West.
- Travel approximately 15 miles.
- Immediately after crossing under I-35W, turn left onto Championship Pkwy.
- Arrive at Marriott Hotel & Golf Club at Champions Circle.

From DFW Airport:

- Take North Exit out of the airport.
- Take ramp right for TX-114 West toward Ft Worth / Grapevine.
- Keep straight onto TX-114 South / TX-121 West / John W Carpenter Fwy.
- Bear right onto TX-114 West.
- Travel approximately 15 miles.
- Immediately after crossing under I-35W, turn left onto Championship Pkwy.
- Arrive at Marriott Hotel & Golf Club at Champions Circle.

From Houston:

- Take I-45 North toward Dallas.
- Take Exit 284A, take ramp right and follow signs for I-30 West 2.1
- Take Exit 44A, I-35E North toward Denton.
- Keep left onto TX-183 West / E John W Carpenter Fwy.
- Keep right onto TX-114 West / E John W Carpenter Fwy.
- Keep straight onto TX-114 South / TX-121 West / John W Carpenter Fwy.
- Bear right onto TX-114 West.
- Travel approximately 15 miles.
- Immediately after crossing under I-35W, turn left onto Championship Pkwy.
- Arrive at Marriott Hotel & Golf Club at Champions Circle.

For more information please contact the Urban Counties Office at 512.476.6174

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Edna Kirby

From: Renan Ramirez [renan.ramirez@co.hidalgo.tx.us]
Sent: Friday, October 12, 2012 1:30 PM
To: Katie Hooks
Cc: Edna Kirby
Subject: Re: REGISTRATION INFORMATION: TechShare Planning Meeting - November 28-30, 2012 at Marriott Champions Circle in Fort Worth

To: Urban Counties IT Directors, County and District Clerks, Juvenile Chiefs

In September you should have received the invitation below to attend the first annual TechShare Planning Meeting, which will be held in conjunction with the Texas Conference of Urban Counties Education and Policy Conference on November 28-30 the Marriott Hotel at Champions Circle in Fort Worth, Texas.

If you are planning to attend the TechShare Planning Meeting, you will need to register by sending the following information below to Katie Hooks at katie.hooks@cuc.org or 512.476.6174. **Registration closes on November 1, 2012** so please let us know as soon as possible if you plan to attend.

Name : Renan Ramirez
County: Hidalgo
Title: CIO
Address: 100 E. Cano / 4th Floor / IT Dept
Phone 956-457-0792
Email renan.ramirez@co.hidalgo.tx.us
Hotel Reservation or local? Reservation
Golf? (Please provide handicap, average, $60max/ person, 12pm tee time on 11/28) NO GOLF
Keynote Dinner? (6-9pm on 11/28, business casual attire) - Maybe
Sponsors' Reception at Texas Motor Speedway? (6-8 on 11/29, casual attire, pace car rides $10, race car rides $125)
Spouse/ Guest? ($120 to participate in all functions/meals throughout the entire conference, plus additional costs above) - none

Hotel reservations must be made directly to the Marriott Hotel at Champions Circle in Fort Worth, Texas (866.348.3984) no later than November 12, 2012. Please ask for the Texas Conference of Urban Counties room block, which will be $109/night, but rooms are limited so please make your arrangements as soon as possible.

Additional information including a detailed schedule will be distributed closer to the meeting, but let us know if you have any questions or concerns in the meantime. Thanks so much and we look forward to seeing you in November!

Katie Hooks | TechShare
Texas Conference of Urban Counties | 500 W 13th St. | Austin TX 78701
P: 512.476.6174 | F: 512.476.5122
E: katie.hooks@cuc.org | W: www.cuc.org

Please consider the environment before printing this email.

From: Katie Hooks **On Behalf Of** TechShare
Sent: Tuesday, September 25, 2012 3:56 PM
To: TechShare
Subject: TechShare Planning Meeting - November 28-30, 2012 at Marriott Champions Circle in Fort Worth
Importance: High

To: Urban Counties IT Directors, County and District Clerks, Juvenile Chiefs

The purpose of this email is to invite you to participate in the first annual TechShare Planning Meeting, which will be held in conjunction with the Texas Conference of Urban Counties Education and Policy Conference. The Conference and TechShare Planning Meeting will be held November 28-30, 2012 at the Marriott Hotel at Champions Circle in Fort Worth, Texas.

The TechShare Planning Meeting will be designed to discuss a roadmap for TechShare in two specific areas:

1. **Common Integrated Justice System**
   Tyler Technologies will participate in our planning session. Tyler will present their product roadmap for Odyssey and our participants will have the opportunity to provide input for Tyler's product planning purposes. In addition, the participants will receive an update on our Enterprise Modification program and discuss potential changes for the coming year. The Urban Counties will also discuss areas where we can improve our services to the counties sharing the Odyssey software through the Common Integrated Justice System.
2. **TechShare.Juvenile**
   The Texas Juvenile Justice Department will participate in our planning session. The participants will receive an update on the status of new development for the TechShare.Juvenile software, and the status of our collaborative efforts to implement the software in Juvenile Probation Departments across Texas. In addition, participants will have the opportunity to provide feedback and suggestions that can be incorporated into the plans for improving the TechShare.Juvenile software.

The TechShare Planning Meeting will be conducted in conjunction with the Texas Conference of Urban Counties Education and Policy Conference. As such, participants in the TechShare Planning Meeting will have the opportunity to join County Judges and Commissioners in some of their educational sessions.

The TechShare Planning Meeting will begin with a Keynote Dinner on Wednesday evening, November 28. On Thursday, November 29, participants will meet as a group to discuss general TechShare topics and then in breakouts for CIJS and TechShare.Juvenile planning sessions. Thursday evening, participants are invited to a Sponsors' Reception at Texas Motor Speedway in conjunction with the Urban Counties Conference.

On Friday, November 30, the TechShare Planning Meeting will conclude with a county roundtable where each county can informally present topics of interest to other participants.

There is no fee to attend the TechShare Planning Meeting, except for optional recreational activities on Wednesday and Thursday evenings.

A limited number of guest rooms have been reserved at the Marriott Hotel at Champions Circle. We encourage participants to reserve their rooms as soon as possible as availability is limited.

We will be providing more information about the Urban Counties Education and Policy Conference and TechShare Planning Meeting over the next few days.

Please contact Ms. Katie Hooks or me with questions, suggestions, and/or for additional details.

Katie.Hooks@cuc.org
Charles.Gray@cuc.org

Regards,

Charles Gray
TechShare Program Manager
Texas Conference of Urban Counties
(512) 233-5786 (office, direct)
(512) 913-6206 (mobile)

AI-34980 **Comm. Court Executive Office 6. D.**

CC REGULAR

Meeting Date: 10/30/2012

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)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

top 13 comparison
2012 Holidays
proposed 2013 holidays

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/26/2012 11:47 AM
Erika Zamora	Erika Zamora	10/26/2012 02:52 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/26/2012

Final Approval Date: 10/26/2012

HIDALGO COUNTY

Department Of Budget & Management

Top Counties in Texas - By Population

Holiday Schedule

Rank	1	2	3	4	5	6	7	**8**	9	10	11	12	13
County	Harris	Dallas	Tarrant	Bexar	Travis	El Paso	Collin	**Hidalgo**	Denton	Fort Bend	Montgomery	Williamson	Cameron County
New Years Day	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Martin Luther King	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Presidents Day			1	1	1	1		**1**	1		1	1	1
Good Friday	1		1	1		1	1	**1**	1	1	1	1	1
Battle of the Flowers				1									
Cesar Chavez Day			1			1							1
Easter Monday								**1**					
Memorial Day	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Juneteenth Day						1							
Independence Day	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Labor Day	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Fort Bend County Fair Day									1	1			
Columbus Day						1		**1**					
Veterans Day				1	1	1		**1**	1	1	1	1	1
Thanksgiving Day	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Day After Thanks	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Christmas Eve	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Christmas Day	1	1	1	1	1	1	1	**1**	1	1	1	1	1
Day After Christmas						1						1	
New Years Eve						1		**1**				1	
Additional personal holidays					3								
Total Days	**10**	**9**	**12**	**13**	**14**	**17**	**10**	**15**	**13**	**12**	**12**	**14**	**13**

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.

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

PROPOSED
HIDALGO COUNTY
2013 HOLIDAYS

New Year's Eve	***December 31, 2012 (Monday) (Year 2012)***
New Year's Day	**January 01, 2013 (Tuesday)**
Martin Luther King Day	**January 21, 2013 (Monday)**
Presidents' Day	**February 18, 2013 (Monday)**
Good Friday	**March 29, 2013 (Friday)**
Easter	**April 01, 2013 (Monday)**
Memorial Day	**May 27, 2013 (Monday)**
Independence Day	**July 04, 2013 (Thursday)**
Labor Day	**September 02, 2013 (Monday)**
Columbus Day	**October 14, 2013 (Monday)**
Veterans' Day	**November 11, 2013 (Monday)**
Thanksgiving Day	**November 28-29, 2013 (Thursday/Friday)**
Christmas Day	**December 24 & 25, 2013 (Tuesday/Wednesday)**
New Year's Eve	**December 31, 2013 (Tuesday)**

Approved by Commissioners' Court on October ----, 2012.

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

AI-34965 **6. E.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Valde Guerra, Executive Officer Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

1. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the Hidalgo County Judge's Office, Public Affairs and (when and if applicable) other County Departments in a building located at 302 W. University, Edinburg, Texas for an initial term of (2) two years with the County's sole option to renew and extend two (2) additional one (1) year terms;

2. Approval to enter in to lease agreement (subject to legal's final review) between Hidalgo County and Jack McClelland for the purpose of housing the Hidalgo County Department of Human Resources and (when and if applicalbe) other County Departments in a building located at 208 W. Cano, Edinburg, Texas for an initial term of three (3) years with the County's sole option to renew and extend two (2) additional one (1) year terms.

BACKGROUND

Both leases are being drafted so as to provide to legal counsel for review. We are able to establish the rate as $1.00 sf per month for each lease. Utilities will be paid by HC as well as maintenance of the buildings. Both leases are to be ready to occupy by 11-19-12.

Draft leases will be attached by no later than Monday, October 29, 2012.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-50-190-002-0-441

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

BUDGETARY IMPACT:

Funds available as of 10/26/12.

FISCAL YEAR: 2012 ACCT. #: 2-1100-413-00-110-006-0-441

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

BUDGETARY IMPACT:

Funds available as of 10/26/12.

Attachments

AG Opinion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/26/2012 03:47 PM
Budget & Management	Merlen P. Munoz	10/26/2012 05:01 PM
Rosalinda Cantu	Rosie Cantu	10/26/2012 05:17 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Rocio Villarreal Started On: 10/25/2012 02:57 PM

Final Approval Date: 10/26/2012

Tex. Atty. Gen. Op. MW-535 (Tex.A.G.), 1982 WL 173907

Office of the Attorney General

State of Texas
Opinion No. MW–535
December 22, 1982

***1** Re: **Bid** procedures for **county** contracts

Honorable Mike Driscoll
Harris **County** Attorney
1001 Preston, Suite 634
Houston, Texas 77002

Honorable Bill M. White
Criminal District Attorney
Bexar **County** Courthouse
San Antonio, Texas 78205

Gentlemen:
Both of you have asked questions concerning articles 1659a and 2368a, V.T.C.S. Article 1659a imposes certain competitive **bidding** requirements upon **counties** with a population in excess of 900,000. Both Bexar and Harris **County** have populations in excess of this figure. Article 2368a imposes another set of **bidding** requirements upon all **counties**. You essentially ask: If a **county** which intends to make a purchase or enter into a contract determines that both statutes are applicable, to which statute should it adhere? Since you do not inquire about a particular product, we will answer your question in general terms. We point out that other statutes may apply to certain purchases. See Attorney General Opinion MW–439 (1982).

Article 1659a provides that **counties** with a population in excess of 900,000 must, unless an emergency exists, take **bids** on:
supplies of every kind, road and bridge material, or any other material, for the use of said **county**, or any of its officers, departments, or institutions.

See also V.T.C.S. arts. 1659; 1659b. Article 2368a provides in part:
Sec. 2. (a) No **county**, acting through its Commissioners Court . . . shall [unless one of the specified exceptions applies] hereafter make any contract calling for or requiring an expenditure or payment in an amount exceeding . . . ($5,000.00) out of any fund . . . without first submitting such proposed contract to competitive **bids**.

Both statutes then set forth **bidding** procedures which differ in some respects.

Two briefs were submitted to this office in connection with these opinion requests. Both conclude that articles 1659a and 2368a conflict and that one statute must therefore control the other, although they disagree as to which one controls. One brief also suggests that article 2368a should be construed narrowly, as applying only to 'contracts for public works and the machinery used therefor.' The thrust of this argument appears to be that a narrow construction of article 2368a will prevent any conflict with article 1659a, because neither statute will apply to any time covered by the other. We will consider each of these arguments.

Patten v. Concho **County**, 196 S.W.2d 833 (Tex. Civ. App.—Austin 1946, no writ), is offered as authority for narrow construction of article 2368a proposed above. This case does construe the statute in this manner. When Patten was decided, however, article 2368a provided that no **county** could enter into a contract 'for the construction of any public building, or the prosecution and completion of any public works' without taking **bids**. Now, the statute applies, with certain exceptions, to

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'any' contract in excess of $5,000.00. Since the language upon which the Patten court relied to reach its conclusion is no longer present, we believe the court's construction of the former statute is no longer apposite. We also note that other language in the statute, i.e., the statement in section 2(b) that 'if the contract is for the construction of public works, then . . .' (emphasis added), and the reference in section 2a to 'materials, equipment and supplies,' clearly points to the conclusion that the statute is not now applicable only to contracts 'for public works and and machinery used therefor.'

***2** As to the relationship between articles 1659a and 2368a, it is argued in one brief that article 2368a now constitutes the entire body of law governing **counties** in the area of competitive **bidding**, and that it impliedly repeals article 1659a. This argument runs as follows: Prior to 1979, article 2368a applied only to **counties** with a population of 350,000 or less. In 1979, however, the legislature removed the population limit, Acts 1979, Sixty-sixth Legislature, chapter 770, at 1901; see Attorney General Opinion MW–139 (1980), thus making the statute applicable to all **counties**. This action, it is asserted, must be interpreted as evidence of the legislature's intent to make article 2368a represent all of the competitive **bidding** law to which **counties** would be subject when entering into contracts.

In response, we first note that our courts do not favor repeals of statutes by implication. Hines v. State, 515 S.W.2d 670 (Tex. Crim. App. 1974); Wintermann v. McDonald, 102 S.W.2d 167 (Tex. 1937). In Motor Investment Company v. City of Hamlin, 179 S.W.2d 278, 281 (Tex. 1944), the Texas Supreme Court quoted from Texas Jurisprudence as follows:
'Where it is apparent that a statute is intended to embrace all the law upon the subject with which it deals, it repeals all former laws relating to the same subject. Under this rule, a statute that covers the subject matter of a former law and is evidently intended as a substitute for it, although containing no express words to that effect, operates as a repeal of the former law to the extent that is provisions are revised and its field freshly covered . . .. If the later act is Clearly intended to prescribe the only rules which should govern, it repeals the prior statute, although the two are not repugnant in their provisions.' (Emphasis added).

The difficulty with the argument advanced above is that in 1981, the legislature amended article 1659a by raising its population limit to 900,000. Acts 1981, 67th leg., ch. 237, at 564. In our opinion, this action undermines the contention that article 2368a was intended to 'embrace all the law on the subject with which it deals' and that it was 'evidently intended as a substitute for' article 1659a. The legislature would not have concerned itself with article 1659a in 1981 if it did not think the statute was, and intend for it to be, effective. We therefore reject the notion that when the legislature amended article 2368a in 1979, it impliedly repealed article 1659a.

The other argument advanced in the briefs is that articles 1659a and 2368a are repugnant, that they cannot be reconciled, and that one therefore controls the other. We also reject this argument.

In Brown v. Patterson, 609 S.W.2d 287, 289–90 (Tex. Civ. App.—Dallas 1980, no writ), the court summarized the rules that are applicable here:
When two statutes are alleged to be in conflict, additional principles come into play. If there is a clear conflict, the later expression of legislative intent controls, and to that extent the later statute will be held to have repealed the earlier statute . . .. Repeals by implication, however, are not favored, and, if there is no positive repugnance between the two [statutes], they will be harmonized so as to give effect to both . . .. Two statutes dealing with the same subject matter, though enacted at different legislative sessions will be construed together and their provisions harmonized to the extent possible. (Emphasis added) (Citations omitted).

***3** We do not believe articles 1659a and 2368a are so repugnant that one or the other can be regarded as having been repealed by implication. At worst, they are in some instances duplicative. In our opinion, the two statutes can be reconciled, and effect can be given to both.

For the most part, articles 1659a and 2368a are complementary. In some instances, however, they set forth different requirements relating to the same subject. For example, article 1659a requires advertisements for **bids** to be published 'once each week for two (2) successive weeks in a daily newspaper published and circulated in the **county**,' whereas article 2368a requires '[n]otice of the time and place when and where such contracts shall be let' to be 'published in such **county** . . . once a week for two (2) consecutive weeks prior to the time set for letting such contract, the date of the first publication to be at least fourteen (14) days prior to the date set for letting said contract.' V.T.C.S. art. 2368a, § 2(b). Article 1659a also contains some requirements that are more detailed than those in article 2368a, i. e., the requirement that advertisements must indicate

where specifications are to be found, and the time and place for receiving **bids**, that **bids** must be publicly opened on the appointed day and time, and that **bids** may be secured by check or bond.

When a **county** of over 900,000 population intends to enter into a particular contract, its first task will be to determine whether, given all provisions and exceptions, articles 1659a and 2368a are both applicable. If they are, and either statute imposes a requirement in an area which is not dealt with by the other, the **county** must comply with that requirement, regardless of which statute imposes it. Where both statutes impose requirements relating to the same subject, however, i.e., advertising for **bids**, we believe the provisions of article 1659a would control. Statutes in pari materia must be 'harmonized and given effect with the special governing the general in the event of any conflict.' Hines v. State, supra at 675. In our opinion, as between articles 1659a and 2368a, the former is clearly the 'special' statute.

Mr. Driscoll also asks whether article 2368a applies where the **county** intends to **lease** either real or personal property. Article 2368a provides that 'any' contract in excess of $5,000.00 must be made on competitive **bids**. There is no express exception in the statute for **lease** contracts.

Section 2(b) of article 2368a does, however, provide that:
Provided . . . as to contracts for . . . the purchase of **land** and right-of-way for authorized needs and purposes, the provisions hereof requiring competitive **bids** shall not apply and in such cases the notice herein provided shall be given but only with respect to an intention to issue time warrants with right of referendum as contemplated in Sections 3 and 4 hereof respectively. (Emphasis added).

This exception, which makes the article 2368a **bidding** requirements inapplicable to contracts for the 'purchase of **land**,' should in our opinion be construed to include acquisitions of real property by **lease**. We do not believe the legislature intended to draw a distinction between contracts for the purchase of **land** and contracts for the **lease** of **land**. In particular, where a long term **lease** is involved, a **lease** of real property is for many purposes equivalent to a purchase of real property. See, e.g., Attorney General Opinion H–655 (1975); H–403 (1974).

***4** We therefore conclude that contracts for the **lease** of real property are not subject to the article 2368a **bidding** requirements, but that contracts in excess of $5,000.00 for the **lease** of personal property are subject to those requirements.

SUMMARY

Where articles 1659a and 2368a, V.T.C.S., are both applicable, a **county** should follow the requirements of both statutes. Where a conflict between the two exists, article 1659a controls. Contracts for **leases** of personal property, but not real property, are within the ambit of article 2368a.

Very truly yours,

Mark White
Attorney General of Texas
John W. Fainter, Jr.
First Assistant Attorney General
Richard E. Gray III
Executive Assistant Attorney General

Prepared by

Jon Bible
Assistant Attorney General

APPROVED:

OPINION COMMITTEE

Susan L. Garrison
Chairman

John Bible
Rick Gilpin
Patricia Hinojosa
Jim Moellinger

Tex. Atty. Gen. Op. MW-535 (Tex.A.G.), 1982 WL 173907

End of Document

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AI-34757 **District Attorney 7. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of Title IV-E Legal Services (Contract #23941008) and Child Welfare Services (Contract #23941009) Budgets for October 1, 2012 - September 30, 2013.
2. Approval for County Judge to sign the following documents:
   a. Budget
   b. Signature Authority Designation
   c. Federal Funding Accountability and Transparency Act (FFATA)

BACKGROUND

The State reimburses, on a rate calculated monthly by the State, to the County for expenses on Title IV-E cases.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

(2-1100-334-00-360-001-0-000 & 2-1100-334-00-080-001-0-000)

The County matches 100% of all costs related to Title IV E County Child Welfare Services. However, the Texas Department of Family and Protective Services will reimburse the county for part of the expenses when the county handles Title IV E cases. Actual reimbursement will be based on Eligible Population Rate (EPR) in effect for the county during the month in which expenses are incurred. The reimbursement is then receipted in a General Fund Revenue account (Acct #2-1100-334-00-360-001-0-000).

Attachments

Contracts (originals)

TitleIVE - Budget (Legal)

TitleIVE - Budget (Child Welfare)

TitleIVE-FFATA

TitleIVE-Signature

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/15/2012 12:53 PM
Sylvia Solis	Sylvia Solis	10/26/2012 01:49 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Roy Cazares Started On: 10/15/2012 10:57 AM

Final Approval Date: 10/26/2012

State of Texas Title IV-E County Legal Services Contract

Contract #23941008

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Hidalgo (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).

2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

B. Statement of Work

1. County's Responsibilities:

   a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

   b. The County will comply with the following requirements:

      (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

(ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;

(iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;

(iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.

c. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.

d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.

e. The County will participate in DFPS' financial and statistical reporting systems.

f. Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

g. Confidentiality

(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

(ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.

(iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.

h. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.

i. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

j. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

k. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

l. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or

have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3) Contractor agrees to comply with Executive Order 13279, and it's implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.

o. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.

p. Sub-Award Reporting. If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

i. Sub-award Information. A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of $25,000 or more, (and any modifications to these contracts that change previously reported data):
   a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
   b. Name of the Contractor.
   c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
   d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

q. Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
   i. In the County's preceding fiscal year, the County received—
      a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
      b. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
      c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

r. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:
   i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:
      a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
      b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant,

loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

ii. Suspension, Ineligibility, and Voluntary Exclusion. In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:

a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.

c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

iii. Drug-Free Workplace Certification. Each party certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about—

i. The dangers of drug abuse in the workplace;

ii. The grantee's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a..;

d. Notifying the employee in the statement required by paragraph r.iii.a. that, as a condition of employment under the grant, the employee will—

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph r.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a

central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph r.iii.d.ii. with respect to any employee who is so convicted—
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
   iii. Making a good faith effort to continue to maintain a drug-free workplace.

2. DFPS' Responsibilities:

   a. DFPS will provide the County with the child population rate each quarter; and

   b. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.

2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.

3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.

2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

A. Cost Allocation Plan and supporting narrative, if applicable

B. Form 2031, Signature Authority Designation

C. Copy of approved Indirect Cost Agreement, if applicable

D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications

E. Other forms as needed

SECTION V. MODIFICATIONS

A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.

B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.

B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:

1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services

Audrey Declinga 11/1/11
Georgina Morales

Signature
Printed Name: Georgina Morales
Printed Title: Region 11 Regional Director

10/14/11
Date

Hidalgo County

Ramon Garcia

Signature
Printed Name: Ramon Garcia
Printed Title: County Judge

Date

APPROVED BY COMMISSIONERS' COURT
ON: 10/11/11

Title IV-E Child Welfare Services Contract

Contract #23941009

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or Department) and Hidalgo (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. Under this Contract, allowable services (Services) include the following as described herein and as qualified in 4000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Foster Care Maintenance Payments which are defined in Section 475(4), Social Security Act, as "payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation. In the case of institutional care, such term will include the reasonable costs of administration and operation of such institution as are necessarily required to provide the items described in the preceding sentence;"

2. Administrative Expenditures necessary for the proper and efficient administration of DFPS' Title IV-E State Plan as described in this Contract and as further described in 45 CFR 1356.60; and

3. Training Expenditures for:
   (i) the short term training of personnel employed or preparing for employment with DFPS or by the County administering portions of the Title IV-E State Plan described in this Contract; and/or
   (ii) short-term training of current or prospective foster parents and the members of the staff of DFPS-licensed or DFPS-approved childcare institutions providing care to foster children so as to increase their abilities to provide support and assistance to foster children.

The County will ensure the establishment and maintenance of a Child Welfare Board within the County to, in accordance with Section 264.005, Texas Family Code, provide coordinated state and local public welfare services for children and their families. In addition, the establishment of the Child Welfare Board will serve to coordinate the use of federal, state, and local funds for the Services.

B. Statement of Work

1. County's Responsibilities:

a. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

b. The County will establish and maintain a Child Welfare Board in accordance with Section 264.005, Texas Family Code. The members of the Child Welfare Board will serve a three year term on a rotating basis. Initially, the members will be designated to serve the following terms: 1/3 of the members appointed to three year terms; 1/3 of the members to a two year term; and 1/3 of the members to a one year term. In successive years, from two to five new members will be appointed.

c. The County will ensure that the Child Welfare Board complies with the following requirements:

   (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;
   (ii) Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County referred by DFPS;
   (iii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
   (iv) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS;
   (v) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month; and
   (vi) Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable State laws, as may be necessary or desirable to ensure the efficient operation of the Child Welfare Board. Such bylaws will be approved by written order of the Commissioners' Court.

d. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.

e. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.

f. The County acknowledges that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract. To ensure the intent of Section 264.102, Texas Family Code is adhered to, the County will continue, and will allow the Child Welfare Board to continue, to provide child welfare services to this population of children.

g. The County will participate in DFPS' financial and statistical reporting systems.

h. Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

i. Confidentiality

(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

(ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.

(iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.

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l. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial

records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

m. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

n. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

o. The County will require the Child Welfare Board to comply with all applicable terms of this Contract.

p. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.

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   i. Sub-award Information. A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of $25,000 or more, (and any modifications to these contracts that change previously reported data):
      a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
      b. Name of the Contractor.
      c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
      d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

r. Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
   i. In the County's preceding fiscal year, the County received—
      a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

b. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

r. **Anti-Discrimination.** Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(vi) Food Stamp Act of 1977 (7 U.S.C. §2011 *et seq.*); and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

s. **Fair Labor Standards Act.** Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.

t. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:

i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:

a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

ii. Suspension, Ineligibility, and Voluntary Exclusion. In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:

a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.

c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

iii. Drug-Free Workplace Certification. Each party certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about—

i. The dangers of drug abuse in the workplace;

ii. The grantee's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a.;

d. Notifying the employee in the statement required by paragraph t.iii.a. that, as a condition of employment under the grant, the employee will—

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph t.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph t.iii.d.ii. with respect to any employee who is so convicted—

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

iii. Making a good faith effort to continue to maintain a drug-free workplace.

2. DFPS' Responsibilities:

   a. DFPS will refer children to the Child Welfare Board for Services;

   b. DFPS will provide the County with a list of IV-E eligible children in the County for Billing purposes; and

   c. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CWIVE, which includes Attachments "A", "B", and "C" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.

2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.

3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.

2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and

documented separately but at the same time before the end of the first quarter of the following fiscal year.

4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012. This Contract will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

A. Cost Allocation Plan and supporting narrative, if applicable

B. Form 2031, Signature Authority Designation

C. Copy of approved Indirect Cost Agreement, if applicable

D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications

E. Other forms as needed

SECTION V. MODIFICATIONS

A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.

B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.

B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:

1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services

Signature
Printed Name: Georgina Morales
Printed Title: Region 11 Regional Director

10/14/11
Date

Hidalgo County

Signature
Printed Name: Ramon Garcia
Printed Title: County Judge

Date

APPROVED BY
COMMISSIONERS' COURT
ON: 10/11/11

ROUTING SLIP

TO: Roy Cazares MAIL CODE _____
Hidalgo County DA's Office

Please:		For Your:
☐ Reply	☐ Interpret	☐ Information
☐ Approve/Sign	☐ Comment/Suggest	☑ Files
☐ See Me	☐ Investigate/Notify Me	☐ Route
☐ Handle		Return to: _____

Title IV-E Child Welfare Services Contract

FROM: Rene Arellano MAIL CODE _____ DATE 1/10/12

PRS Form 6823-7/97

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Summary

County:	**Hidalgo County Legal**
Contract Number:	**23941008**
Budget Effective Date:	**10/1/2012-9/30/2013**

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	$307,510.95	$64,784.87	$242,726.08
A.2. Direct Personnel Fringe Benefits	$98,516.26	$20,754.91	$77,761.35
A.3. Direct Personnel Travel	$3,375.00	$711.03	$2,663.97
A.4. Direct Materials and Supplies	$5,000.00	$1,053.38	$3,946.63
A.5. Direct Equipment	$4,800.00	$1,011.24	$3,788.76
A.6. Direct Other Costs	$131,500.00	$27,703.76	$103,796.24
Total Administration	*$550,702.21*	*$116,019.19*	*$434,683.02*
B. Training			
B.1. Title IV-E Training (75%)	$7,400.00	$3,120.99	$4,279.01
B.2. Title IV-E Fostering Connections Training (65%)	$7,400.00	$2,704.86	$4,695.14
B.3. Non-Title IV-E Training (50%)	$7,400.00	$2,080.66	$5,319.34
Total Training	*$22,200.00*	*$7,906.51*	*$14,293.49*
C. Indirect Costs (if applicable)			
Total Indirect Costs	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$572,902.21**	**$123,925.70**	**$448,976.51**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:** **42.135%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature ***Date***

Ramon Garcia, County Judge

Printed Name & Title

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration
A.1. Direct Personnel Salaries

County: **Hidalgo County Legal**

Contract Number: **23941008**

Budget Effective Date: **10/1/2012-9/30/2013**

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Assistant District Attorney V	$6,910.08	75%	12	$62,190.72	$13,102.03	$49,088.69
Assistant District Attorney III	$4,676.97	100%	12	$56,123.64	$11,823.85	$44,299.79
Assistant District Attorney III	$4,333.47	100%	12	$52,001.64	$10,955.45	$41,046.19
Assistant District Attorney III	$4,333.47	100%	12	$52,001.64	$10,955.45	$41,046.19
Administrative Assistant IV	$3,296.69	100%	12	$39,560.28	$8,334.36	$31,225.92
Administrative Assistant I	$1,948.75	75%	12	$17,538.75	$3,694.98	$13,843.77
Administrative Assistant II	$2,341.19	100%	12	$28,094.28	$5,918.76	$22,175.52
Total Direct Personnel Salaries				$307,510.95	$64,784.87	$242,726.08

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration
A.2. Direct Personnel Fringe Benefits

County: **Hidalgo County Legal**

Contract Number: **23941008**

Budget Effective Date: **10/1/2012-9/30/2013**

Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Health Insurance	$29,148.00	$6,140.75	$23,007.25
Longevity	$5,660.00	$1,192.42	$4,467.58
Life Insurance	$189.00	$39.82	$149.18
Social Security	$26,266.07	$5,533.60	$20,732.47
Retirement	$35,433.45	$7,464.94	$27,968.51
Unemployment	$1,716.74	$361.67	$1,355.07
Worker's Comp.	$103.00	$21.70	$81.30
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$98,516.26	$20,754.91	$77,761.35

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration A.3. Direct Personnel Travel			
	County:	**Hidalgo County Legal**	
	Contract Number:	**23941008**	
	Budget Effective Date:	**10/1/2012-9/30/2013**	
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Assistant District Attorneys	$3,375.00	$711.03	$2,663.97
		$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 Direct Personnel Travel	$3,375.00	$711.03	$2,663.97

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Please refer to the Texas State Comptroller's office for current mileage rates.
https://fmx.cpa.state.tx.us/fmx/travel/textravel/trans/personal.php

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration A.4. Direct Materials and Supplies			
	County:	**Hidalgo County Legal**	
	Contract Number:	**23941008**	
	Budget Effective Date:	**10/1/2012-9/30/2013**	
Materials and Supplies (description and basis of cost)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Folders, Pens, Paper, Labels, Toners, etc…	$5,000.00	$1,053.38	$3,946.63
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Materials and Supplies	$5,000.00	$1,053.38	$3,946.63

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration
A.5. Direct Equipment

County: Hidalgo County Legal

Contract Number: 23941008

Budget Effective Date: 10/1/2012-9/30/2013

Equipment (description and basis of cost)	**Method Used** (rent/lease/ purchase)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Computers	purchase	$4,800.00	$1,011.24	$3,788.76
			$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 Direct Equipment		$4,800.00	$1,011.24	$3,788.76

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration
A.6. Direct Other Costs

County:	**Hidalgo County Legal**
Contract Number:	**23941008**
Budget Effective Date:	**10/1/2012-9/30/2013**

Other Costs (description and basis of cost)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Reference Materials (books)	$1,000.00	$210.68	$789.33
Court Cost - Court Transcriptions, citations	$128,000.00	$26,966.40	$101,033.60
Telephone	$500.00	$105.34	$394.66
Sign Language Interpreter	$2,000.00	$421.35	$1,578.65
		$0.00	$0.00
Total Direct Other Costs	$131,500.00	$27,703.76	$103,796.24

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

B. Training

B.1. Title IV-E Training (75%)

County: **Hidalgo County Legal**

Contract Number: **23941008**

Budget Effective Date: **10/1/2012-9/30/2013**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transport-ation*** (amount allocable to Title IV-E)	**Subtotal**	**Number of Employees Attending**	**Estimated Total Expense***	**Anticipated Federal Reimbursement**	**Anticipated County Match**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Title IV Seminars	$600.00	$600.00	$150.00	$500.00	$1,850.00	4	$7,400.00	$2,338.49	$5,061.51
					$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	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$7,400.00	$2,338.49	$5,061.51

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

B. Training

B.2. Title IV-E Fostering Connections Training (65%)

County: **Hidalgo County Legal**

Contract Number: **23941008**

Budget Effective Date: **10/1/2012-9/30/2013**

Training (Description and Title)	**Registration* (amount allocable to Title IV-E)**	**Lodging* (amount allocable to Title IV-E)**	**Meals* (amount allocable to Title IV-E)**	**Transport-ation* (amount allocable to Title IV-E)**	**Subtotal**	**Number of Employees Attending**	**Estimated Total Expense***	**Anticipated Federal Reimbursement**	**Anticipated County Match**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Title IV-E Training	$600.00	$600.00	$150.00	$500.00	$1,850.00	4	$7,400.00	$2,026.69	$5,373.31
					$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	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$7,400.00	$2,026.69	$5,373.31

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

B. Training

B.3. Non-Title IV-E Training (50%)

County: Hidalgo County Legal

Contract Number: *23941008

Budget Effective Date: 10/1/2012-9/30/2013

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport-ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Assistant District Attorneys	$600.00	$600.00	$150.00	$500.00	$1,850.00	3	$5,550.00	$1,169.25	$4,380.75
					$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	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$5,550.00	$1,169.25	$4,380.75

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Budget Narrative

County:	**Hidalgo County Legal**
Contract Number:	**23941008**
Budget Effective Date:	**10/1/2012-9/30/2013**

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

A. Administration

A.1. Direct Personnel Salaries

Salaries of employees that will be working on Title IV-E files.

A.2. Direct Personnel Fringe Benefits

Fringe benefits of employees that will be working IV-E files.

A.3. Direct Personnel Travel

Assistant District Attorneys travel allowance ($900.00 yearly) given to be able to make home visits of victims, police departments, travel from our office to courtroom and to CPS office when needed.

A.4. Direct Materials and Supplies

Office Supplies needed for Title IV-E files.

A.5. Direct Equipment

Replacement of existing computer equipment.

A.6. Direct Other Costs

Books such as family code, civil procedures and penal code. Telephone usage and Court Cost for citations when need to be served on family members or out of county witnesses and also to pay for court.

B. Training

B.1. Title IV-E Training (75%)

Training that is offer directly relating to Title IV-E.

B.2. Title IV-E Fostering Connections Training (65%)

Training that is offer directly relating to Fostering Connections.

B.3. Non-Title IV-E Training (50%)

Prosecuters continuing education hours (CLE).

C. Indirect Costs (if applicable)

Cost of publishing citation in newspaper and internet. We expect to spend about $120,000.00 in 2012. The other cost are self explanatory

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Summary

County:	**Hidalgo County CWS**
Contract Number:	**23941009**
Budget Effective Date:	**10/01/2012-09/30/2013**

Cost Category	*Estimated Total Expenses Allocable to Title IV-E*	*Total Anticipated Federal Reimbursement**	*Total Anticipated County Match*
A. Administration			
A.1. Direct Personnel Salaries	$80,787.96	$17,020.00	$63,767.96
A.2. Direct Personnel Fringe Benefits	$27,195.63	$5,729.44	$21,466.19
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$0.00	$0.00	$0.00
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$4,010.55	$844.92	$3,165.63
Total Administration	*$111,994.14*	*$23,594.37*	*$88,399.77*
B. Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (65%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	*$0.00*	*$0.00*	*$0.00*
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	*$6,936.45*	*$4,038.40*	*$2,898.05*
D. Indirect Costs (if applicable)			
Indirect Cost Base	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$118,930.59**	**$27,632.77**	**$91,297.82**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:** **42.135%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

*** Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:** **58.220%**

Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature ***Date***

Ramon Garcia, County Judge

Printed Name & Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Administration
A.1. Direct Personnel Salaries

County: **Hidalgo County CWS**

Contract Number: **23941009**

Budget Effective Date: **10/01/2012-09/30/2013**

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Human Servcies Technician	$2,252.00	100%	12	$27,024.00	$5,693.28	$21,330.72
Human Servcies Technician	$2,277.00	100%	12	$27,324.00	$5,756.48	$21,567.52
Human Servcies Technician	$2,203.33	100%	12	$26,439.96	$5,570.24	$20,869.72
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
			Total Direct Personnel Salaries	$80,787.96	$17,020.00	$63,767.96

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Administration
A.2. Direct Personnel Fringe Benefits

County: **Hidalgo County CWS**

Contract Number: **23941009**

Budget Effective Date: **10/01/2012-09/30/2013**

Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Health Insurance	$12,492.00	$2,631.75	$9,860.25
Life Insurance	$81.00	$17.06	$63.94
Social Security	$6,180.28	$1,302.03	$4,878.25
Retirement	$8,038.41	$1,693.49	$6,344.92
Unemployment	$403.94	$85.10	$318.84
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$27,195.63	$5,729.44	$21,466.19

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Administration A.3. Direct Personnel Travel			
	County:	**Hidalgo County CWS**	
	Contract Number:	**23941009**	
	Budget Effective Date:	**10/01/2012-09/30/2013**	
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$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 Direct Personnel Travel	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

Please refer to the Texas State Comptroller's office for current mileage rates.
https://fmx.cpa.state.tx.us/fmx/travel/textravel/trans/personal.php

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Administration A.4. Direct Materials and Supplies			
	County:	**Hidalgo County CWS**	
	Contract Number:	**23941009**	
	Budget Effective Date:	**10/01/2012-09/30/2013**	
Materials and Supplies (description and basis of cost)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$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 Direct Materials and Supplies	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Administration
A.5. Direct Equipment

County: **Hidalgo County CWS**

Contract Number: **23941009**

Budget Effective Date: **10/01/2012-09/30/2013**

Equipment (description and basis of cost)	**Method Used** (rent/lease/ purchase)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
			$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 Direct Equipment		$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Administration
A.6. Direct Other Costs

County:	**Hidalgo County CWS**
Contract Number:	**23941009**
Budget Effective Date:	**10/01/2012-09/30/2013**

Other Costs (description and basis of cost)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Court Costs and Investigation	$4,010.55	$844.92	$3,165.63
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Other Costs	$4,010.55	$844.92	$3,165.63

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

B. Training

B.1. Title IV-E Training (75%)

County: **Hidalgo County CWS**

Contract Number: **23941009**

Budget Effective Date: **10/01/2012-09/30/2013**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transport-ation*** (amount allocable to Title IV-E)	**Subtotal**	**Number of Employees Attending**	**Estimated Total Expense***	**Anticipated Federal Reimbursement** (estimated EPR x 75% FFP)	**Anticipated County Match**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$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	$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 Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

B. Training

B.2. Title IV-E Fostering Connections Training (65%)

County: **Hidalgo County CWS**

Contract Number: **23941009**

Budget Effective Date: **10/01/2012-09/30/2013**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transport-ation*** (amount allocable to Title IV-E)	**Subtotal**	**Number of Attendees**	**Estimated Total Expense***	**Anticipated Federal Reimbursement** (estimated EPR x 65% FFP)	**Anticipated County Match**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$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	$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 Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

B. Training

B.3. Non-Title IV-E Training (50%)

County: **Hidalgo County CWS**

Contract Number: **23941009**

Budget Effective Date: **10/01/2012-09/30/2013**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transport-ation*** (amount allocable to Title IV-E)	**Subtotal**	**Number of Employees Attending**	**Estimated Total Expense***	**Anticipated Federal Reimbursement** (estimated EPR x 50% FFP)	**Anticipated County Match**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$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	$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 Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

C. Supplemental Foster Care Maintenance (SFCM)			
	County:	**Hidalgo County CWS**	
	Contract Number:	**23941009**	
	Budget Effective Date:	**10/01/2012-09/30/2013**	
Other Costs (description and basis of cost)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated FMAP)**	**Anticipated County Match**
Allowances		$0.00	$0.00
Clothing	$1,000.00	$582.20	$417.80
Day Care (limited)		$0.00	$0.00
Gifts		$0.00	$0.00
Graduation Expenses		$0.00	$0.00
Personal Items		$0.00	$0.00
School Supplies		$0.00	$0.00
Reasonable Child Specific Travel	$5,936.45	$3,456.20	$2,480.25
Total Direct Other Costs	$6,936.45	$4,038.40	$2,898.05

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
December 2010

Budget Narrative

County:	**Hidalgo County CWS**
Contract Number:	**23941009**
Budget Effective Date:	**10/01/2012-09/30/2013**

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

A. Administration

A.1. Direct Personnel Salaries

The County of Hidalgo through its Child Welfare Board (CWB) Hidalgo County contract and Memo of Understanding (MOU) have allotted 3 employees to be designated to two of our respective offices. These individuals are assigned tasks to help meet the work constraints facing Child Protective Services (CPS). The individuals are classified as county aides which is equivalent to a case work assistant for CPS. The staff are assigned Title IV-E activities and cases that meet Title IV-E criteria to allow for potential reimbursement by the State. The salaries set forth for all employees cover full time work status. The total amount is $80,787.96.

A.2. Direct Personnel Fringe Benefits

The County of Hidalgo through its Child Welfare Board (CWB) Hidalgo County contract and (MOU) also insures that the staff performing Title IV-E activities and working with children & families that meet this criteria also are covered for: logevity pay, health insurance, life insurance, FICA, retirement and unemployment compensation . The total amount allotted to cover these items is $27,195.63.

A.3. Direct Personnel Travel

None noted

A.4. Direct Materials and Supplies

None noted

A.5. Direct Equipment

None noted

A.6. Direct Other Costs

The County of Hidalgo also set aside $4,010.55 for court costs and investigation. These monies allow for services by publications in a missing parent case to allow the case to move forward in the legal system. This is to help the State of Texas meet its one year deadline of moving cases through the child welfare system.

B. Training

B.1. Title IV-E Training (75%)

This is not part of the CWB/Hidalgo County contract.

B.2. Title IV-E Fostering Connections Training (65%)

This is not part of the CWB/Hidalgo County contract.

B.3. Non-Title IV-E Training (50%)

This is not part of the CWB/Hidalgo County contract.

C. Supplemental Foster Care Maintenance (SFCM)

The CWB/Hidalgo County contract gives the following allowances to support Foster Care Maintenance for $1,000.00 in children's clothing/uniforms. This funding is set aside to meet children's basic clothing needs when they are in direct necessity. $5,936.45 is allotted for reasonable child specific travel This cost can be used for the child to visit parents, siblings, relatives or other caretakers at home or other appropriate

D. Indirect Costs (if applicable)

This is not part of the CWB/Hidalgo County contract.

FFATA Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why*.**

Did your organization complete the CCR registration? ☒ Yes ☐ No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 10-311-0834

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No ☐ N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No ☐ N/A (if entity reports through some other means, state how:)

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Ramon Garcia **Printed Name of Authorized Representative**	**Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	**Date**
Hidalgo County **Legal Name of Contractor**	**23941008 & 23941009** **Contract Number**

Signature Authority Designation

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Hidalgo County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS.

☐ Document attached (e.g., from the contractor's governing body)

☒ Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Ramon Garcia	
Printed Name	Signature of Authorized Representative
County Judge	
Title of Authorized Representative	Date
Hidalgo County	23941008 & 23941009
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
Additional Authorized Signature Designation

Contractor's Name & Mailing Address: Date: _____

Hidalgo County

1615 S. Closner, Suite J

Edinburg, TX 78539

Program Name & Contract Number:

Title IV-E County Child Welfare Services & Legal Services contracts #23941008 & 23941009

Designation of Contract Signatories

The agency's contract signatory, as referenced on the Signature Authority Designation (form 2031), for the above listed program contract has authorized the following person(s) listed below to approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature

Certification of Designation

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the Division of Regional CPS Contracts in writing of any changes to the above list.

Ramon Garcia, County Judge

Printed or Typed Name & Title of Contract Signatory

Signature

AI-34905 **District Attorney 7. B.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of the 2012 Chapter 59 Asset Forfeiture Report.
2. Approval for County Judge Ramon Garcia to sign the Asset Forfeiture Report.

BACKGROUND

Report is provided yearly to State on forfeiture cases. The County Auditor's Office is currently reviewing report and will submit original on Tuesday.

" Auditor has reviewed the Chapter 59 Asset Forfeiture report already. Audit report is pending at this time"

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 11:50 AM
Sylvia Solis	Sylvia Solis	10/26/2012 01:47 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Roy Cazares Started On: 10/24/2012

Final Approval Date: 10/26/2012

AI-34867 **Sheriff's Office 8. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - OCDETF (1284):
1. Approval of the Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDETF Grant Award in the amount of $18,000.00 (in reference to Investigation
Number SW-TXS-0861).

BACKGROUND

Funding is for period of 10/1/12 to 9/30/13.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-037-3-442/626

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $18,000.00 for Organized Crime Drug Enforcement Task Force (OCDETF) - SW-TXS-0861. Funding is for period of 10/1/12 to 9/30/13. Revenue account # 2-1284-331-12-280-037-3-000 - OCDETF

Leased Vehicle ($10,800.00)
Fuel ($7,200.00)

Attachments

OCDETF FY2013 Agreement

BA

cert of revenues

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/23/2012 10:53 AM
Budget & Management	Merlen P. Munoz	10/23/2012 11:04 AM
Manuel Chapa	Manuel Chapa	10/25/2012 02:10 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 10/23/2012 08:42 AM

Final Approval Date: 10/26/2012

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement

FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: **74-6000717** DC#:

Amount Requested: **$ 18,000.00**	OCDETF Investigation / Strategic Initiative #: **SW-TXS-0861**
From: **October 1, 2012** (Beginning Date of Agreement) To: **September 30, 2013** (Ending Date of Agreement)	Federal Agency Investigation #: **M5-11-0144**
Strike Force/Strategic Initiative Name and Address: **Drug Enforcement Administration/McAllen Do** **OCDETF Strike Force Group D81** **1200 N. Commerce Center, McAllen, Texas 78501**	State or Local Agency Name and Address: **Hidalgo County Sheriff's Office** **711 El Cibolo Road** **Edinburg, Texas 78540**
Sponsoring Federal Agency (Strike Force only): Lead Investigator: **GS Rudy Maldonado** Telephone Number: **956-992-8427** Email Address: **Rudy.Maldonado@usdoj.gov**	State or Local Agency Narcotics Supervisor: **Sheriff Guadalupe Trevino** Telephone Number: **956-383-8114** E-mail Address: **Sheriff.Trevino@Hidalgoso.org** Fax Number **956-393-6179**

Brief explanation of services/goods provided and basis for determining costs:
Leased vehicle and fuel needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and ACME Auto Leasing; 6192 Oxon Hill Rd. Suite 400, Oxon Hill, MD. Other costs were based on current government pricing quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: **Hector Sandoval, Grant Accountant**
Telephone Number: **956-318-2511 ext. 4674**
E-mail Address: **hector.sandoval@auditor.co.hidalgo.tx**
Fax Number: **956-318-2577**

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.

2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2010.

3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.

4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.

5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Leader or AUSA Coordinator to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

7. The Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.

8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) and the OCDETF Executive Office.

9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.

12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

14. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.

15. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

16. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

17. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement.

18. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

19. The state or local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. Electronic Funds Transfer Process

a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator and the state or local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: **Guadalupe "Lupe" Trevino** **Sheriff** 9-18-13

Authorized State or Local Official *Title* *Date*

Approved By: **Lee Nash, Acting A/SAC** ASAC 10/15/13

Strike Force Leader (SF/AUSA Coordinator (SI) *Title* *Date*

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified:

OCDETF Executive Office *Date*

Approving Official:

OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: **McAllen District Office**

OCDETF Investigation/Strategic Initiative Number: **SW-TXS-0861**

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	DESCRIPTION	AMOUNT
1.	Leased Vehicle	**$10,800.00**
2.	Fuel	**7,200.00**
3.	Total:	**$18,000.00**
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Addendum A

Exception to EFT Policy Justification:

The McAllen District Office Strike Force is requesting the following which will be utilized by the McAllen DO Strike Force. (FY2013)

Leased Vehicle:

Leased Vehicle	$10,800.00	900.00/12 months
Fuel for Vehicle	$ 7200.00	600.00/12 months
Total	**$18,000.00**	

Other Exceptions or Justifications:

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on agreement cover sheet)

Name: **Hidalgo County Sheriff's Office**	
Address: **100 E. Cano, 3rd Floor, Edinburg, Texas 78539**	
Taxpayer ID Number: **746000717**	
Contact Person Name: **Norma G. Garcia**	Telephone Number: **956-318-2506**

FINANCIAL INSTITUTION INFORMATION

Bank Name: **First National Bank of Edinburg**
Nine-Digit ABA Routing Transit Number: **114921415**
Depositor Account Number: **14009463**
Type of Account: (checking/savings) **Checking**

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by EFT. A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/



Acme Auto Leasing, LLC

Vehicle Lease Price Quote

6192 Oxon Hill Rd., Suite 400	Prepared For: Hidalgo County	Model Year: Current Model Year (ordered)
Oxon Hill, MD 20745	Attention: Mr. Richard Ozuna	Miles: 1 year unlimited
Tel: 301-686-9111	Date Prepared: 6/26/2012	Terms: Net 30
Fax: 888-970-7786	TXMAS Contract #: TXMAS-3-751010	Minimum Order: One Vehicle

Chevrolet	Silverado	Crew Cab LT	$900.00
Ford	F150	Super Crew XLT	$900.00

Please review important customer information on page 2



Acme Auto Leasing, LLC

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Fax: 888-970-7786	TXMAS Contract #: TXMAS-3-751010	Minimum Order: One Vehicle

Customer Information:

1. Lease price quotes are based on a fixed payment/closed-end lease for new, current model year vehicles for term selected, and quote is valid for 30 days.
2. Fuel and lubricants, insurance, licensing and registration, taxes, not covered by manufacturers' warranty are not provided by the lessor / contractor. Any costs incurred to perform any additional services or to provide additional items are not included in the lease prices provided herein.
3. Vehicles are covered under manufacturers' 36-month/36,000 mile warranty, including 24/7 Roadside Assistance.
4. Lease prices include delivery to a franchised dealer in close proximity to the user.
5. Delivery window is 75-120 days from date purchase order is received by Acme Auto Leasing. Purchase order should state term, description of vehicle, and payment amount. We also will accept a letter of Intent indicating a 12 month commitment should your purchase order require modifications due to fiscal budget.
6. Prices are monthly and are net of all discounts. Payments are per vehicle.
7. Business Size: Small, DUNS number 96-512-8929, EIN 06-1425257, CCR number 1998 D273 080.
8. Subject to no change in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would adversely affect any federal, state, or local tax benefit assumed in determining the above pricing
9. Invoice address is 440 Washington Ave. North Haven CT 06473
10. Please review specification sheets entirely to ensure the vehicle fits your requirements
11. Physical Damage Insurance has a $1000 deductable and is carried with Affiliate Insurance and will meet State minimum requirments

DATE: October 23, 2012
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: OCDETF Leasing and Fuel
ACCOUNT NUMBER: 2-1284-421-00-280-037-3-XXX

SUBJECT **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-037-3-	442 - Equip & Vehicle Rentals	10,800.00
2-1284-421-00-280-037-3-	626 - Gasoline/Diesel	7,200.00

TOTAL APPROPRIATIONS 18,000.00

2-1284-331-12-280-037-3-000 **Organized Crime Drug Enforcement Task Force (OCDETF)** 18,000.00

TOTAL REVENUES 18,000.00

REASON: To appropriate budget for Leasing of vehicle and fuel for officer assigned to OCDETF investigations (Number SW-TXS-0861)

Funding period is October 1, 2012 to September 30, 2013.

Emilia Lizcano
DEPARTMENT HEAD SIGNATURE

10/23/12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 26, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Organized Crime Drug Enforcement Task Force (OCDETF). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$18,000.00	SW-TXS-0811H Leased Vehicle / Fuel McAllen District Office Strike Force

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/29/12
Date

THE COUNTY OF HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

ARDO 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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-34764 **Sheriff's Office 8. B.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

State Criminal Alien Assistance Program (SCAAP) Grant:
1. Authorization and approval to accept the State Criminal Alien Assistance Program (SCAAP) 2012 Grant in the amount of $43,101.00
2. Approval of certification of revenues for the State Criminal Alien Assistance Program (SCAAP) 2012 Grant in the amount of $43,101.00
3. Approval to appropriate funds for the State Criminal Alien Assistance Program (SCAAP) 2012 Grant in the amount of $43,101.00

BACKGROUND

Budget to be submitted at a later date for Grant #2012-AP-BX-0769 in the amount of $43,101.

SCAAP funds to be used for correctional purposes only.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

No local match of funds is required as per fiscal requirements.
Approval to accept the grant award.

Attachments

Acceptance Letter

SCAAP 2012

cert of revenues

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/16/2012 10:05 AM
Budget & Management	Merlen P. Munoz	10/17/2012 10:02 AM
Manuel Chapa	Manuel Chapa	10/17/2012 02:36 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 10/16/2012 09:41 AM

Final Approval Date: 10/26/2012

State Criminal Alien Assistance Program 2012-H6093-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

GMS Home

Log Off

Grant Number:	2012-AP-BX-0769
Jurisdiction:	County of Hidalgo
Vendor Number:	746000717
Award Amount:	$43,101

Fiscal Year 2012 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2012 SCAAP Use of Funds List

--- *Construction* ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- *Training/Education for offender* ---
Specific trade employment skills
GED testing
Job Preparedness
--- *Training for corrections officers to help manage offender population* ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2012 State Criminal Alien Assistance Program.

Accept Decline

STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)

NEW! BJA is pleased to announce that the FY 2012 State Criminal Alien Assistance Program (SCAAP) awards are complete. Click here to view the FY 2012 SCAAP award amounts. BJA will e-mail all FY 2012 SCAAP jurisdictions when the SCAAP awards are ready for drawdown in the next week.

Update on the Discontinuance of Payments for "Unknown" Alien Status Inmate Days
The Department of Justice (DOJ) will postpone the elimination of reimbursements for the unknown category of SCAAP inmates for 1 year, which includes the payment of FY 2012 SCAAP awards. The delay of this change will provide a significant opportunity for local governments to work collaboratively with the U.S. Department of Homeland Security (DHS) to improve local processes for detainee identification, in anticipation of discontinuing payments for unknown inmates next year. SCAAP grantees are strongly encouraged to work collaboratively with DHS in the following programs in order to increase their inmate alien status verifications. Those programs include:

- Secure Communities Program: This program leverages an existing information sharing capability between DHS and DOJ to quickly and accurately identify aliens who are arrested for a crime and booked into local law enforcement custody. With this capability, the fingerprints of everyone arrested and booked are not only checked against Federal Bureau of Investigation (FBI) criminal history records, but they are also checked against DHS immigration records. If fingerprints match DHS records, the Bureau of Immigration and Customs Enforcement (ICE) determines if immigration enforcement action is required, considering the immigration status of the alien, the severity of the crime and the alien's criminal history. For more information, see the following web site: www.ice.gov/secure_communities/.
- 287(g) Program: The 287(g) program allows a state and local law enforcement entity to enter into a partnership with ICE in order to receive delegated authority for immigration enforcement within their jurisdictions. This allows the officials in the jurisdictions to match inmate records prior to the SCAAP application process. For more information, see the following web site: www.ice.gov/news/library/factsheets/287g.htm.
- The Law Enforcement Support Center (LESC): LESC is a single national point of contact that provides timely customs information and immigration status and identity information and real-time assistance to local, state and federal law enforcement agencies on aliens suspected, arrested or convicted of criminal activity. For more information, see the following web site: www.ice.gov/LESC/ or call 802-872-6000.

FY 2012 SCAAP Data:
FY 2012 SCAAP Award List
FY 2012 SCAAP Guidelines
FY 2012 ICE Country Codes
FY 2012 Inmate Data File Format

Other Federal Sources of Detention Funding:
For jurisdictions that participate in SCAAP and the Southwest Border Prosecution Initiative or Northern Border Prosecution Initiative (SWBPI and NBPI), do not include inmate records that are submitted in the SWBPI/NBPI application unless you can verify that the inmate records submitted in the SWBPI/NBPI application are only for pretrial detention and the SCAAP inmate records for the same individual are for the post-trial detention. BJA will conduct a review comparison between the SWBPI/NBPI and SCAAP applications for each jurisdiction prior to award calculation.

Overview:
BJA administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

Use of SCAAP Awards
The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.

FY 2007-2012 SCAAP Use of Funds List

Salaries for corrections officers
Overtime costs
Corrections work force recruitment and retention
Construction of corrections facilities
Training/education for offenders
Training for corrections officers related to offender population management
Consultants involved with offender population
Medical and mental health services
Vehicle rental/purchase for transport of offenders
Prison industries
Pre-release/reentry programs
Technology involving offender management/inter-agency information sharing
Disaster preparedness continuity of operations for corrections facility

Reporting Period
The reporting period for the FY 2012 application period is July 1, 2010 through June 30, 2011. Only qualifying inmates who served 4 or more days during this period may be included in the FY 2012 SCAAP application.

Eligible Inmates—Applicant Responsibilities
Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born

outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Qualifying Criminal Charges and Convictions
To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. Once a person meets these criteria, all pretrial and post-conviction time served from July 1, 2010 through June 30, 2011 may be included in the FY 2012 application.

Entering Inmate Data
If the Alien Number is unknown for an individual inmate, enter all zeroes in the A number field. Do not use letters (A) or symbols (dashes, etc.). Also, use zeros (0) as the beginning digit(s) if the A-number is fewer than 9 digits.

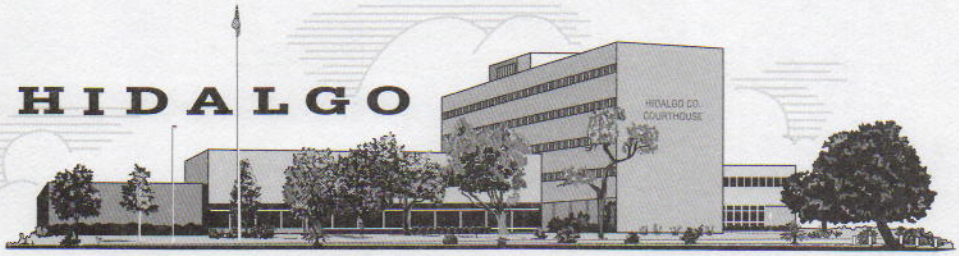
The FBI number is issued by the FBI to track arrests and fingerprint records. If this number is not available, leave this field blank by inserting 10 spaces. If the FBI number is fewer than 10 characters, enter the number first, and then insert spaces for the remainder of the field length.

Qualifying Salary Data
Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full-and part-time correctional officers and others who meet the SCAAP definition (see the FY 2012 SCAAP Guidelines). The reported sum should total the jurisdiction's actual salary expenditures for the applicable reporting period (July 1, 2010 to June 30, 2011). The reported salary should not be a projection, estimate, or average. Correctional Officer salary costs may include premium pay for specialized services (e.g., bilingual officers), shift differential pay, and fixed-pay increases for time in service. Salary costs may also include overtime required by negotiated contract, statute, or regulation (e.g., union agreements, contractual obligations, minimum staffing requirements, etc.). Benefits should not be included in the salary costs.

Chief Executive Officer
SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.

Legislation
SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 29, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S Department of Justice, Bureau of Justice Assistance (BJA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$43,101.00	2012-AP-BX-0769 State Criminal Alien Assistance Program (SCAAP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/29/12
Date

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-34768 **Health & Human Services Dept. 9. B.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and approval of 1115 Waiver Documents and/or 1115 Waiver Plan

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/16/2012 12:58 PM
Manuel Chapa	Manuel Chapa	10/17/2012 01:45 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/16/2012

Final Approval Date: 10/26/2012

AI-34819 **Health & Human Services Dept. 9. C.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization for County Judge to sign the EFT Authorization Agreement. This revision to the current authorization will redirect Medicare reimbursements to Hidalgo County's special revenue bank account.

BACKGROUND

This is a revision to the EFT Authorization Agreement submitted as part of the revalidation request approved by CC through AI-29795 on 11/29/11.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-345-40-340-005-0-000

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

EFT Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/17/2012 02:59 PM
Manuel Chapa	Manuel Chapa	10/18/2012 11:35 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Mike Escaname Started On: 10/17/2012 02:32 PM

Final Approval Date: 10/26/2012

Form Approved
OMB No. 0938-0626

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

PART I: REASON FOR SUBMISSION

Reason for Submission:

☐ New EFT Authorization

☐ Revision to Current Authorization
(e.g. account or bank changes)

☐ Check here if EFT payment is being made to the Home Office of Chain
(Attach letter Authorizing EFT payment to Chain Home Office)

Since your last EFT authorization agreement submission, have you had a:

☐ Change of Ownership, and/or

☐ Change of Practice Location?

If you checked either a change of ownership or change of practice location above, you must submit a change of information (using the Medicare enrollment application) to the Medicare contractor that services your geographical area(s) prior to or accompanying this EFT authorization agreement submission.

PART II: PROVIDER OR SUPPLIER INFORMATION

Provider/Supplier Legal Business Name

Chain Organization Name or Home Office Legal Business Name (if different from Chain Organization Name)

Account Holder's Street Address

Account Holder's City	Account Holder's State	Account Holder's Zip Code

Tax Identification Number: (designate ☐ SSN or ☐ EIN)

☐☐☐☐☐☐☐☐☐☐☐☐☐

Medicare Identification Number (if issued)

☐☐☐☐☐☐☐☐☐☐☐☐☐

National Provider Identifier (NPI)

☐☐☐☐☐☐☐☐☐☐

PART III: FINANCIAL INSTITUTION INFORMATION

Financial Institution Name

Financial Institution City/Town	Financial Institution State
Financial Institution Telephone Number	Financial Institution Contact Person

Financial Institution Routing Transit Number (nine digit)

☐☐☐☐☐☐☐☐☐

Depositor Account Number	Type of Account (check one)
☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	☐ Checking Account ☐ Savings Account

Please include a confirmation of account information on bank letterhead or a voided check. When submitting the documentation, it should contain the name on the account, electronic routing transit number, account number and type. If submitting bank letterhead, the bank officer's name and signature is also required. This information will be used to verify your account number.

PART IV: CONTACT PERSON

Contact Person's Name	Contact Person's Title
Contact Person's Telephone Number	Contact Person's E-mail Address

PART V: AUTHORIZATION

I hereby authorize the Centers for Medicare & Medicaid Services (CMS) to initiate credit entries, and in accordance with 31 CFR part 210.6(f) initiate adjustments for any duplicate or erroneous entries made in error to the account indicated above. I hereby authorize the financial institution/bank named above to credit and/or debit the same to such account. CMS may assign its rights and obligations under this agreement to CMS' designated fee-for-service contractor. CMS may change its designated contractor at CMS' discretion.

If payment is being made to an account controlled by a Chain Home Office, the Provider of Services hereby acknowledges that payment to the Chain Office under these circumstances is still considered payment to the Provider, and the Provider authorizes the forwarding of Medicare payments to the Chain Home Office.

If the account is drawn in the Physician's or Individual Practitioner's Name, or the Legal Business Name of the Provider/ Supplier, the said Provider or Supplier certifies that he/she has sole control of the account referenced above, and certifies that all arrangements between the Financial Institution and the said Provider or Supplier are in accordance with all applicable Medicare regulations and instructions.

This authorization agreement is effective as of the signature date below and is to remain in full force and effect until CMS has received written notification from me of its termination in such time and such manner as to afford CMS and the Financial Institution a reasonable opportunity to act on it. CMS will continue to send the direct deposit to the Financial Institution indicated above until notified by me that I wish to change the Financial Institution receiving the direct deposit. If my Financial Institution information changes, I agree to submit to CMS an updated EFT Authorization Agreement.

SIGNATURE LINE

Authorized/Delegated Official Name (Print)	Authorized/Delegated Official Telephone Number
Authorized/Delegated Official Title	Authorized/Delegated Official E-mail Address
Authorized/Delegated Official Signature *(Note: Must be original signature in black or blue ink.)*	Date

PRIVACY ACT ADVISORY STATEMENT

Sections 1842, 1862(b) and 1874 of title XVIII of the Social Security Act authorize the collection of this information. The purpose of collecting this information is to authorize electronic funds transfers.

Per 42 CFR 424.510(e)(1), providers and suppliers are required to receive electronic funds transfer (EFT) at the time of enrollment, revalidation, change of Medicare contractors or submission of an enrollment change request; and (2) submit the CMS-588 form to receive Medicare payment via electronic funds transfer.

The information collected will be entered into system No. 09-70-0501, titled "Carrier Medicare Claims Records," and No. 09-70-0503, titled "Intermediary Medicare Claims Records" published in the Federal Register Privacy Act Issuances, 1991 Comp. Vol. 1, pages 419 and 424, or as updated and republished. Disclosures of information from this system can be found in this notice.

You should be aware that P.L. 100-503, the Computer Matching and Privacy Protection Act of 1988, permits the government, under certain circumstances, to verify the information you provide by way of computer matches.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0626. The time required to complete this information collection is estimated to average 60 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, Attn: PRA Reports Clearance Officer, 7500 Security Boulevard, Baltimore, Maryland 21244-1850.

DO NOT MAIL THIS FORM TO THIS ADDRESS.
MAILING YOUR APPLICATION TO THIS ADDRESS WILL SIGNIFICANTLY DELAY PROCESSING.

INSTRUCTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT

All EFT requests are subject to a 15-day pre-certification period in which all accounts are verified by the qualifying financial institution before any Medicare direct deposits are made.

PART I: REASON FOR SUBMISSION

Indicate your reason for completing this form by checking the appropriate box: New EFT authorization or change to your account information. If you are authorizing EFT payments to the home office of a chain organization of which you are a member, you must attach a letter authorizing the contractor to make payment due the provider of service to the account maintained by the home office of the chain organization. The letter must be signed by an authorized official of the provider of service and an authorized official of the chain home office.

PART II: PROVIDER OR SUPPLIER INFORMATION

Line 1: Enter the provider's/supplier's legal business name or the name of the physician or individual practitioner, as reported to the Internal Revenue Service (IRS). The account to which EFT payments made must exclusively bear the name of the physician or individual practitioner, or the legal business name of the person or entity enrolled with Medicare.

Line 2: Enter the chain organization's name or the home office legal business name if different from the chain organization name.

Line 3: Enter the account holder's street address.

Line 4: Enter the account holder's city, state, and zip code.

Line 5: Enter the tax identification number as reported to the IRS. If the business is a corporation, provide the Federal employer identification number, otherwise provide your Social Security Number.

Line 6: If issued, enter the Medicare identification number assigned by a Medicare fee-for-service contractor. If you are not enrolled in Medicare, leave this field blank.

Line 7: Enter the 10 digit NPI number. The NPI is required to process this form.

PART III: FINANCIAL INSTITUTION INFORMATION

Line 8: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds). Note: The account name to which EFT payments will be paid is to the name submitted on Part II of this form.

Line 9: Enter the city or town where your financial institution is located. Enter the state where your financial institution is located.

Line 10: Enter the bank or financial institutional telephone number and contact person's name.

Line 11: Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.

Line 12: Enter the depositor's account number, including applicable leading zeros. Select the account type.

If you do not submit this information, your EFT authorization agreement will be returned without further processing.

PART IV: CONTACT PERSON

Line 13: Enter the name and title of a contact person who can answer questions about the information submitted on this CMS-588 form.

Line 14: Enter the contact person's telephone number. Enter the contact person's e-mail address.

PART V: AUTHORIZATION

Line 15: By your signature on this form you are certifying that the account is drawn in the Name of the Physician or Individual Practitioner, or the Legal Business Name of the Provider or Supplier. The Provider or Supplier has sole control of the account to which EFT deposits are made in accordance with all applicable Medicare regulations and instructions. All arrangements between the Financial Institution and the said Provider or Supplier are in accordance with all applicable Medicare regulations and instructions with the effective date of the EFT authorization. You must notify CMS regarding any changes in the account in sufficient time to allow the contractor and the Financial Institution to act on the changes.

The EFT authorization form must be signed and dated by the same Authorized Representative or a Delegated Official named on the CMS-855 Medicare enrollment application which the Medicare contractor has on file. Include a telephone number where the Authorized Representative or Delegated Official can be contacted.

Mail this form with the original signature in black or blue ink (no facsimile signatures can be accepted) to the Medicare contractor that services your geographical area. An EFT authorization form must be submitted for each Medicare contractor to whom you submit claims for Medicare payment. To locate the mailing address for your fee-for-service contractor, go to: *www.cms.gov/MedicareProviderSupEnroll.*

AI-34704 **Health & Human Services Dept. 9. D.**

CC REGULAR

Meeting Date: 10/30/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and approval of County Auditor Affidavit for Payment of Membership Dues Form RE-CA-041

BACKGROUND

County Auditor's office will not pay TIHCA annual dues without this affidavit.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available funds in the amount of $200.00 through PO 680440 to pay Texas Conference of Urban Counties.

Attachments

form
TIHCA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 01:02 PM
Veronica Ortiz	Veronica Ortiz	10/26/2012 10:56 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Dairen Sarmiento Started On: 10/11/2012 12:26 PM

Final Approval Date: 10/26/2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, _____, do hereby state that my membership in the _____ on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: _____

TITLE: _____

Before me _____, a Notary Public, appeared _____, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TEXAS *Conference of*
Urban Counties

Invoice

Date	Invoice #
4/19/2012	6260

Bill To
Hidalgo County Dairen Sarmiento 1304 South 25th Ave. Edinburg, TX 78542

Texas Conference of Urban Counties
500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
Membership Dues for Texas Indigent Health Care Association 2012	200.00

RECEIVED
SEP 24 2012
Hidalgo County Human Services

Total	$200.00
Balance Due	$200.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	cuc@cuc.org	http://www.cuc.org

AI-34949 **Fire Marshal's Office 10. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and possible action regarding Interlocal Cooperation Agreement between Linn-San Manuel Fire Department & Hidalgo County.

BACKGROUND

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 10:27 AM
Roland Garcia	Rolando Garcia	10/26/2012 01:50 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Yolanda Orozco Started On: 10/25/2012 09:29 AM

Final Approval Date: 10/26/2012

Interlocal Cooperation Agreement between Linn-San Manuel and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 26 day of October, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Linn-San Manuel, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 26 day of October, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on 26, October, 2011 and shall terminate on December 31, 2013.

1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and "standing-by" for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium **excluding** propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than "VEHICULAR EXTRICATION" is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) excluding passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office

b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.

c. Commercial Building Inspections

d. Fire Safety Inspections

e. Adult and Child Day Care Facility Inspections

f. Health Care Facility Inspections

g. Existing and New Construction Inspections

h. Implementation and Enforcement of the most current version of the International Fire Code.

i. Issuance and Regulation of Burn Permits in Rural County areas

j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e.Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**

6.1.4.I. **CATEGORY I. A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)

.2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICULAR EXTRICATION**

.6 **PUBLIC WORKS RESPONSE**

.7 **REGIONAL MEDICAL RESPONSE TEAM**

.8 **SECONDARY CITY/ENTITY** (in place of primary department.)

.9 **SPECIAL SITUATIONS**

.10 **GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. **CATEGORY II. A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **MEDICAL CALL**

.2 **MUTUAL AID**

.3 **PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**

.4 **LAW ENFORCEMENT ASSISTANCE**

.5 **RECOVERY CALL – BODY**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **BEE ATTACK**

.3 **PETROLEUM BASED INCIDENT STANDBY**

.4 **WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. **CATEGORY IV**. At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

.3 **HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. **CATEGORY V**. At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

.4 **RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**

.5 **WIRELINE INCIDENTS (NON-ELECTRICAL)**

.6 **PALM TREE FIRE (NON-MOVING VEGITATION)**

.7 **MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. 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 the 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 contract, 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.

9.2 NO WAIVER. No waiver by any party hereto 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.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity: Linn-San Manuel Vol. Fire Dept. P.O. Box 72 Linn, Texas 78563

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 ADDITIONAL 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

Linn-San Manuel
By:

October 26, 2011
Date

ATTEST:

Lucas A. Hinojosa, Ed. D
~~City Secretary~~ Board President

COUNTY OF HIDALGO

Ramon Garcia, County Judge

11/8/11
Date

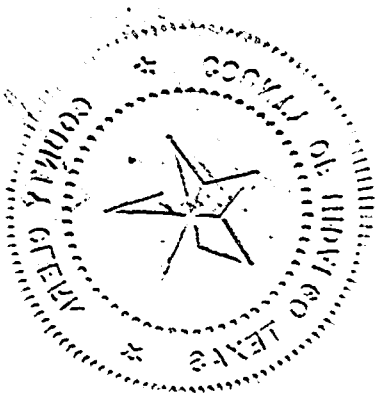
ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By: _____
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 11/8/11


COUNTY OF LEHIGH
GREEN ACRES

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS: _____

_____

_____

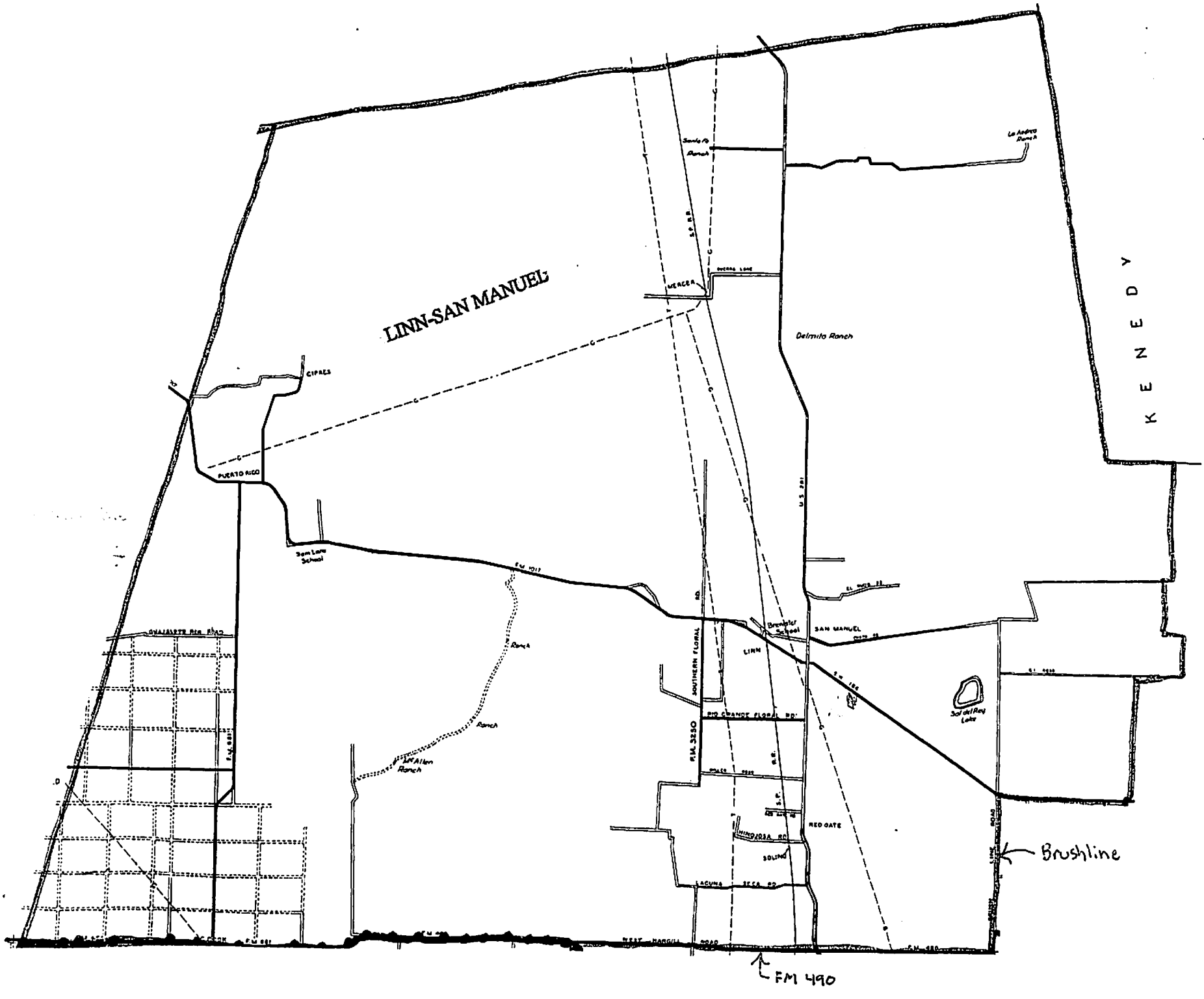
Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


LINN-SAN MANUEL
KENEDY
Brushline
FM 490

AI-34825 **Adult Probation 11. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

1. Approval to accept the Hidalgo County Veterans Court grant award with the Office of the Governor-Criminal Justice Division in the amount of $98,911.20.
2. Approval of certification of revenue as certified by the County Auditor for the Veterans Court Grant.
3. Approval of the appropriation of funds in the amount of $98,911.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1297-423-00-320-033-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $98,911.20 for the Veteran's Court Grant.

Attachments

Award Letter

Veteran's Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/18/2012 07:59 AM
Erika Zamora	Erika Zamora	10/26/2012 02:52 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Rodolfo Perez Started On: 10/17/2012 04:20 PM

Final Approval Date: 10/26/2012

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 27, 2012

Mr. Rudy Perez
Assistant Director
PREVIEW - Hidalgo County - PREVIEW -
P.O. Box 970
Edinburg, Texas 78540-0970

Dear Mr. Perez:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	DC-13-A10-24315-02	**CFDA or State ID:**	00.303
Program Fund:	DC- Drug Court Program		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Hidalgo County Veterans Court		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	September 27, 2012		
CJD Grant Manager:	Anissa Vila		

CJD Award Amount:	$98,911.20
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$98,911.20

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1 Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.

2 Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.

DATE: October 16, 2012
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: VETERANS COURT
ACCOUNT NUMBER: 2-1297-423-00-320-033-3-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
2-1297-423-00-320-	033-	3-	113		Veterans Court-	Full-Time Employees	43,442.00
2-1297-423-00-320-	033-	3-	211		Veterans Court-	Health Insurance	5,618.36
2-1297-423-00-320-	033-	3-	212		Veterans Court-	Life Insurance	26.64
2-1297-423-00-320-	033-	3-	220		Veterans Court-	FICA	3,234.00
2-1297-423-00-320-	033-	3-	230		Veterans Court-	Retirement	4,362.00
2-1297-423-00-320-	033-	3-	250		Veterans Court-	Unemployment Compensation	317.00
2-1297-423-00-320-	033-	3-	339		Veterans Court-	Other Professional Service	35,000.00
2-1297-423-00-320-	033-	3-	583		Veterans Court-	Out of County Travel	2,000.00
2-1297-423-00-320-	033-	3-	584		Veterans Court-	Registration fees	500.00
2-1297-423-00-320-	033-	3-	601		Veterans Court-	Office & Computer Supplies	1,000.00
2-1297-423-00-320-	033-	3-	604		Veterans Court-	Medical & Lab Supplies	2,411.20
2-1297-423-00-320-	033-	3-	665		Veterans Court-	Minor Computer Equipment	1,000.00
					TOTAL APPROPRIATION		**98,911.20**
2-1297-334-10-320-	033-	3-	000		Funding Revenue FY2013		0.00
					TOTAL REVENUES		**98,911.20**

REASON:
To setup the FY2013 budget.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Honorable Bobby Flores
Department Overseer

Date

Ray Eufracio, CPA

Date

AI-34833 **Adult Probation 11. B.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1297)
1. Approval to accept the DWI Court grant award from the Office of the Governor-Criminal Justice Division in the amount of $142,819.20 for the grant period of 09/01/2012 through 08/31/2013.
2. Approval of certification of revenue as certified by the County Auditor for the DWI Court grant.
3. Approval of appropriation of funds in the amount of $142,819.20.
4. Approval to authorize a decrease in supplemental pay allowance for the following employees

Dept	Slot #	Emp#	Position Title	Current Allow. Amount	Proposed Allow. Amount
Crim. DA (1100)	0026	127531	Assistant D.A. III	$10,035.00	$9,910.00
139th DC (1100)	0002	020524	Court Coordinator	$4,955.00	$4,895.00
139th DC (1100)	0004	088439	Assistant Court Coord.	$4,955.00	$4,895.00

5. Approval of salary schedule.

BACKGROUND

Attachments

Award Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/18/2012 08:01 AM
Erika Zamora	Erika Zamora	10/26/2012 02:36 PM
Rosalinda Cantu	Rosie Cantu	10/26/2012 05:15 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Rodolfo Perez Started On: 10/17/2012 05:01 PM

Final Approval Date: 10/26/2012

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 27, 2012

Mr. Rudy Perez
Assistant Director
PREVIEW - Hidalgo County - PREVIEW -
100 E. Cano
Edinburg, Texas 78539-4582

Dear Mr. Perez:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	DC-13-A10-24139-03	**CFDA or State ID:**	00.303
Program Fund:	DC- Drug Court Program		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Hidalgo County DWI Court		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	September 27, 2012		
CJD Grant Manager:	Anissa Vila		

CJD Award Amount:	$142,819.20
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$142,819.20

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1 Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.

2 Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.

AI-34771 **Urban County 12. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Monica Leal **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.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) engineering firms from the county's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project.

Professional Service Firm	Grade	Ranked
LeFEVER Environmental & Management Consulting LLC	92.33%	
DOS Logistics, Inc.	92%	
SDI Engineering, LLC	85%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm of for professional engineering services for Urban County Program Year 24 (2011) City of Weslaco, Water/Sewer Improvements project.

BACKGROUND

The three engineering firms rated from the county's approved "pool" are: (1) LeFEVER Environmental & Management Consulting LLC, (2) DOS Logistics, Inc., and (3) SDI Engineering, LLC for the City of Weslaco Water/Sewer Improvements project which consists of new construction of recycling water line to existing water plant.

Funds Available:

$ 1,222.00 YR 20 (2006) Water/Sewer Improvements
$ 6,060.83 YR 21 (2008) Water/Sewer Improvements
$ 23,626.98 YR 23 (2010) Water/Sewer Improvements
$ 232,439.20 YR 24 (2011) Water/Sewer Improvements
$ 240,000.00 YR 25 (2012) Water/Sewer Improvements
$ 503,349.01

Attachments

Grading Grid/Professional Services

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Merlen P. Munoz	10/16/2012 12:59 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Mary Flores Started On: 10/16/2012 11:15 AM

Final Approval Date: 10/26/2012

City of Weslaco
Engineering Services
Water/Sewer Improvements
Years 24 (2011)
Grading-Ranking Grid

Criteria	LeFEVER Environmental & Management Consulting LLC			DOS Logistics, Inc.			SDI Engineering, LLC		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	16	20	20	14	20	20	17
Experience of Project Team	25	24	20	20	25	23	17	22	21
Experience/ Availability of Project Manager	20	20	18	20	20	15	20	20	17
Understanding of Project	24	22	22	24	24	21	22	19	22
Familiarity with Applicable Rules & Regulations	9	10	7	10	10	10	9	3	6
TOTALS	98	96	83	94	99	83	88	84	83
AVERAGES	277÷3 = 92.33%			276÷3 = 92%			255÷3 = 85%		
RATING	1			2			3		

AI-34766 **Urban County 12. B.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The City of Edcouch and Urban County Program are requesting authorization to cancel an existing contract with Guzman & Muñoz Engineering and Surveying, Inc. in the amount of $12,519.00 for the 2011 Side Walks project. The City was unable to attain easements for the construction of the sidewalks and decided to cancel the project. Urban County Program has received reimbursement from the City of Edcouch for the work completed and paid to the engineer.

BACKGROUND

Guzman and Muñoz Engineering and Surveying, Inc. completed and was paid 60% ($7,511.40) of the professional service contract, which included the preliminary and design phases. The project will be deleted through a budget and program amendment. A copy of the letter from Guzman and Muñoz Engineering and Surveying, Inc. agreeing to the contract cancelation is included.

Attachments

Cancellation of contract/Letter City & Engineer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/16/2012 12:56 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Mary Flores Started On: 10/16/2012 10:58 AM

Final Approval Date: 10/26/2012

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-temp
Veronica S. Ramirez - Alderwoman PL 1
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Daniel Guzman – Alderman PL 4
Juan J. Cedillo - City Manager

September 17, 2012

Monica Leal
Urban County Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Year 24 (2011) Sidewalks

Dear Ms. Leal:

As requested, please be advised that the City of Edcouch voted to terminate the Side Walk Activity for 2011 and to create a Flood Drainage Improvements Activity for the ongoing project in 2010. A public hearing was held on Saturday, March 31, 2012 prior to Board action on April 17, 2012.

If you have any questions regarding this matter, please do not hesitate to contact my office at (956) 262 2140.

Sincerely,

JUAN CEDILLO
City Manager

cc: Diana Serna, Executive Director

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

October 5, 2012

Hidalgo County
Urban County Program
Diana Serna, Director
1916 Tesoro Blvd.
Pharr, TX 78539

Re: ***City of Edcouch 2010 UC Nixon Street Sidewalk - Cancellation of Contract GMES Project No. P755***

Dear Ms. Serna,

Guzman & Muñoz Engineering and Surveying, Inc. (GMES) is in receipt of Urban County's request to cancel the contract for the 2011 UCP Nixon Street Sidewalk Project due to the lack of any existing right of way or easements to construct the sidewalk and lack of available funding for the project.

Please accept this correspondence as acknowledgement and agreement to cancel the referenced project. We appreciate the opportunity to be of service and look forward to our continued working relationship on other projects.

If you have any questions, please do not hesitate to call our office.

Sincerely,

Jose Luis Muñoz, P.E., S.I.T.
President

AI-34906 **Urban County 12. C.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: MONICA LEAL **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Metro Electric, Inc. for a street improvement (solar lights) project located within Precinct 1 area. Total contract amount $81,084.00 utilizing Precinct No. 1 YR 24 (2011) street improvements (solar lights) funds.

BACKGROUND

Precinct No. 1 has requested and received bids for the street improvements (solar lights) project. Guzman & Muñoz Engineering and Surveying, Inc., prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on September 26, 2012. Four (4) contractors submitted bids and three (3) out of the four (4) qualified as the lowest bidders. After review the project engineer recommended Metro Electric, Inc. as the lowest and qualified bidder. (See attached recommendation letter from Guzman & Muñoz Engineering and Surveying, Inc. and copy of bid tabulations.)

Contractor:	Metro Electric, Inc.	
Contract Amount:	$ 81,084.00	
Funds Available:	$173,141.65	YR 24 (2011) Precinct No. 1 – Street Improvements (solar lights)

Attachments

METRO ELECTRIC STREET IMPROVEMENT FOR (SOLAR LIGHTS)

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 12:54 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Olga Lerma Started On: 10/24/2012 11:09 AM

Final Approval Date: 10/26/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 26, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"Precinct No. 1 – Street Improvements – Country Village I & II Solar Lights Project"

BID NO: 5011-91-0311-5000-9100-UCP-ML **PROCUREMENT SPECIALIST:**

Addendum #1 Required

RFB NO.	Name of Company	Addendum #1	Total Price	Bid Bond/ Cashier's Check Included
1.	Mardel Souza, Inc.	Not Acknowledged	$72,000.00	Included
2.	Facility Solutions Group	Acknowledged	$92,940.00	Included
3.	Metro Electric, Inc.	Acknowledged	$81,084.00	Included
4.	Castle Enterprises LLC	Acknowledged	$89,700.00	Included
5.				
6.				
7.				
8.				

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

GM

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

October 05, 2012

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

RE: Precinct No. 1 – Country Village Subdivision 1 & 2, Solar Lights Improvements Engineer's Recommendation of Award

Dear Commissioner Quintanilla,

On September 26, 2012, the Hidalgo County Purchasing Department received and opened four bids for the above referenced project. The bids received are listed below from the lowest to highest bidder:

1.	Mardel Souza Inc. DBA American Made Solar & Wind	$72,000.00
2.	Metro Electric, Inc.	$81,084.00
3.	Castle Enterprises, LLC	$89,700.00
4.	Facility Solutions Group	$92,940.00

Although the lowest bidder was Mardel Souza Inc. of Brownsville, Texas, the Hidalgo County Purchasing Department disqualified their bid because they did not acknowledge Addendum No. 1.

Guzman & Munoz Engineering and Surveying Inc. (GMES), as Engineer of Record for this project, is recommending Precinct No. 1 award this project to the lowest responsive bidder, Metro Electric Inc., in the base bid amount of $81,084.00. We have attached the bid tabulation spreadsheet for your review and information.

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose Luis Muñoz, P.E., S.I.T.
President

Hidalgo County Pct. 1 –
Concurrence of Engineer's Recommendation

Hidalgo County Precinct No. 1 Date
Commissioner Joel Quintanilla

Cc: Juan Jose Ybarra, Pct. 1, Asset Management Supervisor
Monica Leal, Hidalgo County Urban County Program

Enclosures: Bid Tabulation

Received
OCT 22 2012
Urban County Program

BID TABULATION

Hidalgo County Precinct No. 1- Country Village Subdivision No. 1 & 2 Proposed Solar Lights

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	TOTAL UNIT PRICE	TOTAL PRICE	TOTAL UNIT PRICE	TOTAL PRICE	TOTAL UNIT PRICE	TOTAL PRICE	TOTAL UNIT PRICE	TOTAL PRICE
BID SCHEDULE-1				**BIDDER #1**		**BIDDER #2**		**BIDDER #3**		**BIDDER #4**	
Waterline Replacement - 14th Street				**Mardel Souza, Inc DBA American Made Solar and Wind**		**Metro Electric, Inc.**		**Castle Enterprises, LLC**		**Facility Solutions Group**	
Grading and Paving											
1	Solar Street Lights, including 2 x 135 Watts solar panel, Cobra head dome lens, 45 Watts LED Power, 4 battery aluminum enclosure, Mounting bracket, Solar light controller / LED Driver SC300, 10'UA Mounting arm for Cobra head, 4 x 12 Volt 100 Ah Gel Cells and mounted on 40 ft. southern yellow pine Class 5 wood with 12" Dia. Butt, poles 26 to 28 ft. height, complete in place	12	EA	$ 6,000.00	$ 72,000.00	$ 6,757.00	$ 81,084.00	$ 7,475.00	$ 89,700.00	$ 7,745.00	$ 92,940.00
Total					**$ 72,000.00**		**$ 81,084.00**		**$ 89,700.00**		**$ 92,940.00**
				Mardel Souza, Inc DBA American Made Solar and		**Metro Electric, Inc.**		**Castle Enterprises, LLC**		**Facility Solutions Group**	
Total Amount of Bid Schedule				$ 72,000.00		$ 81,084.00		$ 89,700.00		$ 92,940.00	
Sub Total				**$ 72,000.00**		**$ 81,084.00**		**$ 89,700.00**		**$ 92,940.00**	

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-URBAN COUNTY PROGRAM
"COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS"
BID NO.: 5011-91-0311-5000-9100-UCP-ML2

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR THE COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS

BID PRICE: $ 81,084.00

OPENED 9:46 9-26-12 Witnessed

ALTERNATE PRICE: $ N/A

BIDDER/COMPANY NAME: Metro Electric, Inc.

ADDRESS: 1901 Industrial Drive

CITY/STATE/ZIP CODE: McAllen, TX 78504

PHONE & FAX NO.'S: Phone: (956)686-2323 Fax: (956)686-2406

CELLULAR & BEEPER NO.'S:

AUTHORIZED SIGNATURE:

PRINTED NAME: Michael A. Gerdes

TITLE: Vice President

BID SCHEDULE

Hidalgo County Precinct No. 1 – Country Village Subdivision No. 1 & 2 Proposed Solar Lights

Note: Bids shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Solar Street Lights, including 2 x 135 Watts solar panel, Cobra head dome lens, 45 watts LED Power, 4 battery aluminum enclosure, Mounting bracket, solar light controller / LED Driver SC300, 10'UA Mounting arm for Cobra head, 4 x 12 Volt 100 Ah Gel Cells and mounted on 40 ft. southern yellow pine Class 5 wood with 12" Dia. Butt, poles 26 to 28 ft height, complete in place	12	EA	6,757.00	81,084.00

Total Amount of Bid Schedule $ 81,084.00

* Insert corporation, partnership or individual as applicable.

ADDENDUM NO. 1

September 19, 2012

"Hidalgo County Pct. 1 – Country Village Subdivision 1 & 2 Proposed Solar Lights"
RFP No.: 5011-91-0311-5000-9100-UCP-ML
Proposed Bid Opening Date: September 26, 2012

As per questions and answers posed at the Pre-Bid Conference on September 18, 2012, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project # **5011-91-0311-5000-9100-UCP-ML** that the following changes be made a part of your bid packet.

1. Please Remove and Replace Document - Bid For Unit Price Contracts, Sheets 1, 2 & 3 Deleted the Words "City of Edcouch, Texas" & Bid Item 1 was revised to include 45 Watts LED Power and wooded pole was specified

2. Refer to **Addendum No. 1 for Exhibit "A"** for Carifications

All RFP sealed envelopes shall be identified with the correct project No. **RFP: 5011-91-0311-5000-9100-UCP-ML**

I, MICHAEL A. GERDES, acknowledge receipt of ADDENDUM NO. 1 dated, September 19, 2012, for RFP-**5011-91-0311-5000-9100-UCP-ML** - **"Hidalgo County Pct. 1 – Country Village Subdivision 1 & 2 Proposed Solar Lights"**

METRO ELECTRIC, INC.
Printed Bidder Name

9/26/12
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-URBAN COUNTY PROGRAM
"COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS"
BID NO.: 5011-91-0311-5000-9100-UCP-ML2

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR THE COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS

OPENED 9:44 9-26-12 Witnessed

BID PRICE: $ 89,700.00

ALTERNATE PRICE: $ N/A

BIDDER/COMPANY NAME: Castle Enterprises LLC

ADDRESS: 2210 Mamu Road

CITY/STATE/ZIP CODE: Monte Alto TX 78538

PHONE & FAX NO.'S: 956-800-4144 - 956-800-4538

CELLULAR & BEEPER NO.'S: 956-292-1540

AUTHORIZED SIGNATURE: X

PRINTED NAME: Chris Castillo (Owner)

TITLE:

BID SCHEDULE

Hidalgo County Precinct No. 1 – Country Village Subdivision No. 1 & 2 Proposed Solar Lights

Note: Bids shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Solar Street Lights, including 2 x 135 Watts solar panel, Cobra head dome lens, 45 watts LED Power, 4 battery aluminum enclosure, Mounting bracket, solar light controller / LED Driver SC300, 10'UA Mounting arm for Cobra head, 4 x 12 Volt 100 Ah Gel Cells and mounted on 40 ft. southern yellow pine Class 5 wood with 12" Dia. Butt, poles 26 to 28 ft height, complete in place	12	EA	$7,475.00	$89,700.00

Total Amount of Bid Schedule $ 89,700.00

* Insert corporation, partnership or individual as applicable.

ADDENDUM NO. 1

September 19, 2012

"Hidalgo County Pct. 1 – Country Village Subdivision 1 & 2 Proposed Solar Lights"
RFP No.: 5011-91-0311-5000-9100-UCP-ML
Proposed Bid Opening Date: September 26, 2012

As per questions and answers posed at the Pre-Bid Conference on September 18, 2012, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project# **5011-91-0311-5000-9100-UCP-ML** that the following changes be made a part of your bid packet.

1. Please Remove and Replace Document - Bid For Unit Price Contracts, Sheets 1, 2 & 3 Deleted the Words "City of Edcouch, Texas" & Bid Item 1 was revised to include 45 Watts LED Power and wooded pole was specified

2. Refer to **Addendum No. 1 for Exhibit "A"** for Clarifications

All RFP sealed envelopes shall be identified with the correct project No. **RFP: 5011-91-0311-5000-9100-UCP-ML**

I, Yvonne Gonzalez, acknowledge receipt of ADDENDUM NO. 1 dated, September 19, 2012, for RFP-**5011-91-0311-5000-9100-UCP-ML** - **"Hidalgo County Pct. 1 – Country Village Subdivision 1 & 2 Proposed Solar Lights"**

Castle Enterprises LLC
Printed Bidder Name

9/20/2012
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-URBAN COUNTY PROGRAM
"COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS"
BID NO.: 5011-91-0311-5000-9100-UCP-ML2

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR THE COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS

OPENED
9:43
9-26-12
Witnessed

BID PRICE: $ 92,940.00

ALTERNATE PRICE: $ _____

BIDDER/COMPANY NAME: Facility Solutions Group

ADDRESS: 8018 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, TX 78552

PHONE & FAX NO.'S: 956-797-4191 FAX 361-882-5691

CELLULAR & BEEPER NO.'S: 956-821-8648

AUTHORIZED SIGNATURE: _____

PRINTED NAME: David Thomas

TITLE: Division Manager

BID SCHEDULE

Hidalgo County Precinct No. 1 – Country Village Subdivision No. 1 & 2 Proposed Solar Lights

Note: Bids shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Solar Street Lights, including 2 x 135 Watts solar panel, Cobra head dome lens, 45 watts LED Power, 4 battery aluminum enclosure, Mounting bracket, solar light controller / LED Driver SC300, 10'UA Mounting arm for Cobra head, 4 x 12 Volt 100 Ah Gel Cells and mounted on 40 ft. southern yellow pine Class 5 wood with 12" Dia. Butt, poles 26 to 28 ft height, complete in place	12	EA	7,745.00	$92,940.00

Total Amount of Bid Schedule $ 92,940.00

* Insert corporation, partnership or individual as applicable.

OPENED
9:43
9-26-12
Witnessed

ADDENDUM NO. 1

September 19, 2012

"Hidalgo County Pct. 1 – Country Village Subdivision 1 & 2 Proposed Solar Lights"
RFP No.: 5011-91-0311-5000-9100-UCP-ML
Proposed Bid Opening Date: September 26, 2012

As per questions and answers posed at the Pre-Bid Conference on September 18, 2012, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project# **5011-91-0311-5000-9100-UCP-ML** that the following changes be made a part of your bid packet.

1. Please Remove and Replace Document - Bid For Unit Price Contracts, Sheets 1, 2 & 3 Deleted the Words "City of Edcouch, Texas" & Bid Item 1 was revised to include 45 Watts LED Power and wooded pole was specified

2. Refer to **Addendum No. 1 for Exhibit "A"** for Clarifications

All RFP sealed envelopes shall be identified with the correct project No. **RFP: 5011-91-0311-5000-9100-UCP-ML**

I, DAVID THOMAS, acknowledge receipt of ADDENDUM NO. 1 dated, September 19, 2012, for RFP-**5011-91-0311-5000-9100-UCP-ML** - **"Hidalgo County Pct. 1 – Country Village Subdivision 1 & 2 Proposed Solar Lights"**

Printed Bidder Name

9-24-12
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-URBAN COUNTY PROGRAM
"COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS"
BID NO.: 5011-91-0311-5000-9100-UCP-ML2

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR THE COUNTRY VILLAGE SUBDIVISION 1 & 2 PROPOSED SOLAR LIGHTS

BID PRICE: $ 72,006

OPENED 9:42 9-26-12 Witnessed

ALTERNATE PRICE: $ —

BIDDER/COMPANY NAME: Mark I Souza, Jr

ADDRESS: 4255 Old Hwy 77

CITY/STATE/ZIP CODE: Brownsville, TX 78520

PHONE & FAX NO.'S: (956) 459-3504

CELLULAR & BEEPER NO.'S: ~~on~~

AUTHORIZED SIGNATURE:

PRINTED NAME: Alex Pena

TITLE: President

Original

BID SCHEDULE

Hidalgo County Precinct No. 1 – Country Village Subdivision No. 1 & 2 Proposed Solar Lights

Note: Bids shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the Contract Documents for the following unit price or lump sum:

ITEM NO.	DESCRIPTION (write unit bid in words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Solar Street Lights, including 2 x 135 Watts solar panel, Cobrahead dome lens,4 battery aluminum enclosure, Mounting bracket, solar light controller / LED Driver SC300, 10'UA Mounting arm for Cobrahead, 4 x 12 Volt 100 Ah Gel Cells and mounted on wood light poles 26 to 28 ft height, complete in place	12	EA	6,000	72,000

Total Amount of Bid Schedule $ 72,000

* Insert corporation, partnership or individual as applicable.

OPENED
9:42
9/26/12
Witnessed

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

CONSTRUCTION CONTRACT

This Agreement entered into this **30th day of October 2012** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Metro Electric, Inc. (a corporation)** (a partnership) (an individual) of **McAllen,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME:	**Precinct No. 1 – Street Improvements (solar lights)**
PROJECT No.:	**5011-91-0310-5000-9100-UCP-ML**
PROJECT DESCRIPTION:	**Solar lights project to Country Village I and II**

heinafter called the project, for the sum of **($81,084.00) – Eighty One thousand, eighty four dollars and zero cents** and all extra work in connection therewith, under the terms as 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, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Guzman & Munoz Engineering and Surveying, Inc.**, and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

Michael A. Gerdes, Vice President

Name of Firm: Metro Electric, Inc.

Address: 1901 Industrial Dr.
McAllen, TX 78504

Federal I.D./S.S.: 74-1732655

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) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-34772 **Urban County 12. D.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Monica Leal **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 (construction oversight).

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) engineering firms from the county's approved "pool" as graded and evaluated by the City of La Villa, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 24 (2011) City of La Villa, Water/Sewer Improvements project.

Professional Service Firm	Grade	Ranked
Dannenbaum Engineering Corporation	94.67%	
Melden & Hunt Engineering, Inc.	93.33%	
S & B Infrastructure Engineering	91.33%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm of for professional engineering services (construction oversight) for Urban County Program Year 24 (2011) City of La Villa, Water/Sewer Improvements project.

BACKGROUND

The three engineering firms rated from the county's approved "pool" are: (1) Dannenbaum Engineering Corporation, (2) Melden & Hunt Engineering, Inc., and (3) S & B Infrastructure Engineering for the City of La Villa, Water/Sewer Improvements project which consists of the upgrades to the water treatment plant.

Funds Available:

$ 248,043.00 YR 24 (2011) Water/Sewer Improvements

Attachments

City of La Villa /Grading Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/16/2012 03:44 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Mary Flores Started On: 10/16/2012 02:04 PM

Final Approval Date: 10/26/2012

City of La Villa
Engineering Services (construction oversight)
Water/Sewer Improvements
Years 24 (2011)
Grading-Ranking Grid

Criteria	Dannenbaum Engineering Corporation			Melden & Hunt Engineering, Inc.			S & B Infrastructure 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	20	20	20	20	20	20
Experience of Project Team	23	25	21	23	25	21	21	25	20
Experience/ Availability of Project Manager	18	20	18	19	20	18	19	20	18
Understanding of Project	23	25	25	25	22	25	23	22	25
Familiarity with Applicable Rules & Regulations	8	10	8	10	3	9	10	3	8
TOTALS	92	100	92	97	90	93	93	90	91
AVERAGES	284÷3 = 94.67%			280÷3 = 93.33%			274÷3 = 91.33%		
RATING	1			2			3		

AI-34940 **Elections Administration 13. B.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Monte Alto Independent School District for their election to be held on November 6, 2012.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 10-24-2012, Monte Alto ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Monte Alto ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 08:13 AM
Roland Garcia	Rolando Garcia	10/26/2012 03:42 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/24/2012 05:24 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MONTE ALTO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

MS. Donna Hilliard
Superintendent of Schools
Monte Alto ISD
25149 1st Street
Monte Alto, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 25TH day of SEPTEMBER, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

MONTE ALTO ISD
ENTITY

BY: Mrs. Donna Hilliard

PRINT: MS. DONNA HILLIARD

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Yolanda Quintanilla

PRINT: Yolanda Quintanilla

TITLE: PEIMS

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Monte Alto ISD | **DATE: Nov. 6, 2012**

6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	4	$400.00
G	*iVotronic Voting Machine(s)	**$150.00**	5	$375.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Programming Charges	**$2,225.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	3	$225.00
C	Printer Labels (per vote)	**$0.03**	1128	$33.84
D	Username/Password - Per Polling Location	**$20.00**	4	$80.00
			Total Electronic Poll Book Charges	**$988.84**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	50	$27.50
	Election Day Combination Forms	**$0.55**	50	$27.50
	*Election Judge Kit for Early Voting	**$35.00**	1	$17.50
	*Election Judge Kit for Election Day	**$35.00**	3	$52.50
	Polling Location Map(s)	**$17.00**	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
			Total Supplies Charges	**$233.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	250	$62.50
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	600	$240.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	250	$500.00
	Postage Mail-in-Ballots (per request)	**$0.61**	250	$152.50
	Correspondence Postage	**$0.44**	3	1.32
			Total Mail & Ballot Service Charges	**$956.32**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,300.00**	1	$1,300.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$5,956.75**		$2,978.38
	*Payroll for Election Day Employees	**$2,104.50**		$1,052.25
			Total Payroll Charges	**$4,030.63**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ **9.00**	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ **8.00**	3	539.25	$25.88
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ **9.00**	3	49.5	$2.67
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ **8.00**	12	198	$38.02
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$69.81**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	*Verizon Wireless phone	**$17.52**	3	$26.28
			Total Cell Phone Charges	**$26.28**
6.12			**Subtotal**	**$10,079.87**
			Administrative Fees (10%)	**$1,007.99**
	*Shared cost with County		**ESTIMATED GRAND TOTAL**	**$11,087.86**

AI-34938 **Elections Administration 13. C.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of edinburg for their election to be held on November 6, 2012.

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 10-24-2012, City of Edinburg does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 08:13 AM
Roland Garcia	Rolando Garcia	10/25/2012 01:33 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/24/2012 05:19 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

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WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

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WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

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SERVICES

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(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Ramiro Garza, Jr.
City Manager
City of Edinburg
415 W University
Edinburg, TX 78541

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2012

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

CITY OF EDINBURG
ENTITY

BY: _____

PRINT: RAMIRO GARZA JR.

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Myra L. Ayala Garza

TITLE: City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:
Gonzalez Palacios, LLP
Attorneys at Law
BY: _____
City Attorney

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY. PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edinburg **DATE: November 6, 2012**

6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	2	$20.00
F	Election Media per Polling Location(s)	**$100.00**	11	$1,100.00
G	*iVotronic Voting Machine(s)	**$150.00**	11	$825.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	11	$825.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Programming Charges	$3,780.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	9	$675.00
C	Printer Labels (per vote)	**$0.03**	31196	$935.88
D	Username/Password - Per Polling Location	**$20.00**	11	$220.00
			Total Electronic Poll Book Charges	$2,480.88
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	650	$357.50
	Election Day Combination Forms	**$0.55**	650	$357.50
	*Election Judge Kit for Early Voting	**$35.00**	2	$35.00
	*Election Judge Kit for Election Day	**$35.00**	9	$157.50
	Polling Location Map(s)	**$17.00**	11	$187.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	550	$110.00
			Total Supplies Charges	$1,204.50
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	250	$62.50
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	1200	$480.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	250	$500.00
	Postage Mail-in-Ballots (per request)	**$0.61**	250	$152.50
	Correspondence Postage	**$0.44**	9	3.96
			Total Mail & Ballot Service Charges	$1,198.96
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,300.00**	1	$1,300.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,300.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	*Payroll for Early Voting Employees		**$22,998.50**	$11,499.25
	*Payroll for Election Day Employees		**$7,807.50**	$3,903.75
			Total Payroll Charges	$15,403.00
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	12	2157	$414.14
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	9	148.5	$24.06
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	36	594	$342.14
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$793.29

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	9	$157.68
			Total Cell Phone Charges	$157.68
6.12			Subtotal	$26,568.31
			Administrative Fees (10%)	$2,656.83
	*Shared cost with County		ESTIMATED GRAND TOTAL	$29,225.14

AI-34937 **Elections Administration 13. D.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the La Joya Independent School District for their election to be held on November 6, 2012.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 10-24-2012, La Joya ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

La Joya ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 08:12 AM
Roland Garcia	Rolando Garcia	10/26/2012 03:41 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/24/2012 05:14 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

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(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

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(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

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D. Creation of separate Username and password for each polling location at $20.00 per location;

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6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

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6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

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6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Alda T. Benavides
Superintendent of Schools
La Joya ISD
201 East Expressway 83
La Joya, TX 78560

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 11th day of October, 2012

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

LA JOYA ISD
ENTITY

BY: _____

PRINT: ALDA T. BENAVIDES

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: _____

PRINT: Lima Herrera

TITLE: Board Secretary

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: La Joya ISD | **DATE: November 6, 2012**

6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		$150.00	1	$150.00
A	Additional Ballot Style(s)		$25.00	0	$0.00
A	Request Change on Programmed Ballot		$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish		$300.00	1	$300.00
C	Audio Files (Per Contest/Office)		$10.00	5	$50.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)		$10.00	20	$200.00
F	Election Media per Polling Location(s)		$100.00	11	$1,100.00
G	*iVotronic Voting Machine(s)		$150.00	59	$4,425.00
G	*ADA iVotronic Voting Machine(s)		$150.00	11	$825.00
H	Delivery/ Pick-up Fee (includes Mileage)		$550.00	1	$550.00
				Total iVotronic Programming Charges	**$7,600.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		$150.00	8	$600.00
C	Printer Labels (per vote)		$0.03	24751	$742.53
D	Username/Password - Per Polling Location		$20.00	11	$220.00
				Total Electronic Poll Book Charges	**$2,212.53**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		$0.55	516	$283.80
	Election Day Combination Forms		$0.55	516	$283.80
	*Election Judge Kit for Early Voting		$35.00	3	$52.50
	*Election Judge Kit for Election Day		$35.00	8	$140.00
	Polling Location Map(s)		$17.00	11	$187.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		$0.20	1100	$220.00
				Total Supplies Charges	**$1,167.10**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		$0.25	1000	$250.00
	Paper Ballots for Mail-in-Ballots and Provisionals		$0.40	2000	$800.00
	Mail-in-Ballots Kit(s) per request		$2.00	1000	$2,000.00
	Postage Mail-in-Ballots (per request)		$0.61	1000	$610.00
	Correspondence Postage		$0.44	8	3.52
				Total Mail & Ballot Service Charges	**$3,663.52**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		$1,300.00	1	$1,300.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		$26,498.25		$13,249.13
	*Payroll for Election Day Employees		$5,612.00		$2,806.00
				Total Payroll Charges	**$16,055.13**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		$250.00	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		$0.00	1	$0.00
	Additional Canvass Reports		TBD	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 9.00	3	539.25	$29.12
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	15	2696.25	$647.10
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	8	132	$19.01
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	32	528	$270.34
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$965.56**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		$17.52	8	$140.16
				Total Cell Phone Charges	**$140.16**
6.12				**Subtotal**	**$33,354.00**
				Administrative Fees (10%)	**$3,335.40**
	*Shared cost with County			**ESTIMATED GRAND TOTAL**	**$36,689.40**

AI-34934 **Elections Administration 13. E.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Weslaco Independent School District for their election to be held on November 6, 2012.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 10-24-2012, Weslaco ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 08:11 AM
Roland Garcia	Rolando Garcia	10/25/2012 01:33 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/24/2012 04:32 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **WESLACO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.03 As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

2.04 The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of

contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

2.05 The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

2.06 In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate **ELECTION ORDER** by the ENTITY, publishing and (or) posting the election ORDER as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Dr. Ruben Alejandro
Superintendent of Schools
Weslaco ISD
319 W. Fourth St.
Weslaco, TX 78596

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 8th day of October, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

WESLACO ISD
ENTITY

BY: Ruben Alejandro

PRINT: DR. RUBEN ALEJANDRO

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Rosemary Rodriguez

PRINT: Rosemary Rodriguez

TITLE: Board Secretary

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Weslaco ISD
Board Trustee Place 1, 2 & 3

DATE: November 6, 2012

6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	9	$90.00
F	Election Media per Polling Location(s)	**$100.00**	10	$1,000.00
G	*iVotronic Voting Machine(s)	**$150.00**	30	$1,500.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	10	$500.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Programming Charges	**$4,120.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$433.33
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	8	$400.00
C	Printer Labels (per vote)	**$0.03**	27568	$827.04
D	Username/Password - Per Polling Location	**$20.00**	10	$200.00
			Total Electronic Poll Book Charges	**$1,860.37**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	575	$316.25
	Election Day Combination Forms	**$0.55**	575	$316.25
	*Election Judge Kit for Early Voting	**$35.00**	2	$23.33
	*Election Judge Kit for Election Day	**$35.00**	8	$93.33
	Polling Location Map(s)	**$17.00**	10	$170.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	2000	$400.00
			Total Supplies Charges	**$1,319.17**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	1000	$250.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	2500	$1,000.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	1000	$2,000.00
	Postage Mail-in-Ballots (per request)	**$0.61**	1000	$610.00
	Correspondence Postage	**$0.44**	8	3.52
			Total Mail & Ballot Service Charges	**$3,863.52**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,300.00**	1	$1,300.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$17,665.00**		$5,888.33
	*Payroll for Election Day Employees	**$6,668.00**		$2,222.67
			Total Payroll Charges	**$8,111.00**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$350.00**	1	$350.00
			Total Ballot Board Charges	**$350.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	***Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ **9.00**	2	359.5	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ **8.00**	10	1797.5	$95.87
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ **9.00**	8	132	$6.34
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ **8.00**	40	660	$140.80
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$247.32**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	*Verizon Wireless phone	**$17.52**	8	$46.72
			Total Cell Phone Charges	**$46.72**
6.12			**Subtotal**	**$21,218.10**
			Administrative Fees (10%)	**$2,121.81**
	***Shared cost with County & City of Weslaco**		**ESTIMATED GRAND TOTAL**	**$23,339.91**

AI-34936 **Elections Administration 13. F.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the La Villa Independent School District for their election to be held on November 6, 2012.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 10-24-2012, La Villa ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 08:11 AM
Roland Garcia	Rolando Garcia	10/25/2012 01:32 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/24/2012 05:09 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **LA VILLA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Monica Mata
Business Manager
La Villa ISD
PO Box 9
La Villa, TX 78562

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 17th day of October, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

LA VILLA ISD
ENTITY

BY: _____

PRINT: MR. NARCISO GARCIA

TITLE: SUPERINTENDENT

ATTEST

BY: Monica Mata

PRINT: Monica Mata

TITLE: Business Manager

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: La Villa ISD **DATE: November 6, 2012**

	Programming Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	1	$10.00
E	Audio Files (Per Candidate/ Responses)	$10.00	18	$180.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	*iVotronic Voting Machine(s)	$150.00	3	$225.00
G	*ADA iVotronic Voting Machine(s)	$150.00	3	$225.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Programming Charges	$1,880.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	1	$75.00
C	Printer Labels (per vote)	$0.03	1777	$53.31
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$818.31

	Supplies	Price	Quantity	Total
6.03	Early Voting Combination Forms	$0.55	50	$27.50
	Election Day Combination Forms	$0.55	25	$13.75
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	*Election Judge Kit for Election Day	$35.00	1	$17.50
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	250	$50.00
			Total Supplies Charges	$160.25

	Mail & Ballot Service	Price	Quantity	Total
6.04	Mail-in-Ballot Applications	$0.25	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	500	$200.00
	Mail-in-Ballots Kit(s) per request	$2.00	400	$800.00
	Postage Mail-in-Ballots (per request)	$0.61	400	$244.00
	Correspondence Postage	$0.44	1	0.44
			Total Mail & Ballot Service Charges	$1,344.44

	Advertisements/Notices	Price	Quantity	Total
6.05	The Monitor newspaper	$1,300.00	1	$1,300.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,300.00

	Polling Location Rental Fees	Price	Quantity	Total
6.06			0	$0.00
			Total Polling Location Rental Charges	$0.00

	Payroll for Training and Election Poll Workers	Price	Total
6.07	*Payroll for Early Voting Employees	$5,956.75	$2,978.38
	*Payroll for Election Day Employees	$569.50	$284.75
		Total Payroll Charges	$3,263.13

	Payroll for Ballot Board	Price	Quantity	Total
6.08	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00

	Canvass Reports	Price	Quantity	Total
6.09	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
6.10	Liability insurance for Early Voting Supervisors	$ 9.00	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	3	539.25	$25.88
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	1	16.5	$0.30
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	3	49.5	$2.38
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$31.79

	Cell Phones	Price	Quantity	Total
6.11	Verizon Wireless phone	$17.52	1	$17.52
			Total Cell Phone Charges	$17.52

6.12	Subtotal	$9,065.44
	Administrative Fees (10%)	$906.54
*Shared cost with County	ESTIMATED GRAND TOTAL	$9,971.98

AI-34839 **Elections Administration 13. G.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Pharr-San Juan-Alamo Independent School District for their election to be held on November 6, 2012.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 10-18-2012, PSJA ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

PSJA ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/19/2012 08:09 AM
Roland Garcia	Rolando Garcia	10/26/2012 03:40 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/18/2012 06:37 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Daniel P. King
Superintendent of Schools
PSJA ISD
PO Box 769
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

PSJA ISD
ENTITY

BY: _____

PRINT: DR. DANIEL P. KING

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Janet Robles

PRINT: Janet Robles

TITLE: Asst. Supt. for Finance

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: PSJA ISD | **DATE: Nov. 6, 2012**

6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	5	$125.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	16	$160.00
F	*Election Media per Polling Location(s)		**$100.00**	21	$1,050.00
G	*iVotronic Voting Machine(s)		**$150.00**	0	$0.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	21	$3,150.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
				Total iVotronic Programming Charges	**$5,525.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	17	$1,275.00
C	Printer Labels (per vote)		**$0.03**	47301	$1,419.03
D	Username/Password - Per Polling Location		**$20.00**	21	$420.00
				Total Electronic Poll Book Charges	**$3,764.03**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	1000	$550.00
	Election Day Combination Forms		**$0.55**	1000	$550.00
	*Election Judge Kit for Early Voting		**$35.00**	4	$70.00
	*Election Judge Kit for Election Day		**$35.00**	17	$297.50
	Polling Location Map(s)		**$17.00**	21	$357.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	1000	$200.00
				Total Supplies Charges	**$2,024.50**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	1600	$400.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	6000	$2,400.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	1600	$3,200.00
	Postage Mail-in-Ballots (per request)		**$0.61**	1600	$976.00
	Correspondence Postage		**$0.44**	17	7.48
				Total Mail & Ballot Service Charges	**$6,983.48**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,300.00**	1	$1,300.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$35,331.00**		$17,665.50
	*Payroll for Election Day Employees		**$14,169.50**		$7,084.75
				Total Payroll Charges	**$24,750.25**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	4	719	$51.77
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	20	3595	$1,150.40
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	17	280.5	$85.83
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	85	1402.5	$1,907.40
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$3,195.40**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	*Verizon Wireless phone		**$17.52**	17	$148.92
				Total Cell Phone Charges	**$148.92**
6.12				**Subtotal**	**$47,941.58**
				Administrative Fees (10%)	**$4,794.16**
	*Shared cost with County			**ESTIMATED GRAND TOTAL**	**$52,735.74**

AI-34809 **Elections Administration 13. H.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Weslaco for their election to be held on November 6, 2012.

BACKGROUND

One (1) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the eleciton services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 8-31-2012, City of Weslaco does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

city of weslaco

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/17/2012 04:04 PM
Roland Garcia	Rolando Garcia	10/25/2012 08:31 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/17/2012 01:26 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF WESLACO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.03 As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

2.04 The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of

contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

2.05 The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

2.06 In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

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SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate **ELECTION ORDER** by the ENTITY, publishing and (or) posting the election ORDER as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

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A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

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6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Miguel D. Wise
Mayor
City of Weslaco
255 South Kansas Ave.
Weslaco, TX 78596

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

CITY OF WESLACO
ENTITY

BY: _____

PRINT: MIGUEL D. WISE

TITLE: MAYOR

ATTEST

BY: _____ 10/02/12

PRINT: ELIZABETH WALKER

TITLE: CITY SECRETARY

APPROVED TO FORM

BY: _____

PRINT: RAMON VELA

TITLE: CITY ATTORNEY

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Weslaco
Single Member District 1 & 4, Propositions (6)
DATE: November 6, 2012

6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	3	$75.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	6	$60.00
E	Audio Files (Per Candidate/ Responses)	$10.00	18	$180.00
F	Election Media per Polling Location(s)	$100.00	8	$800.00
G	*iVotronic Voting Machine(s)	$150.00	24	$1,200.00
G	*ADA iVotronic Voting Machine(s)	$150.00	8	$400.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Programming Charges	**$3,735.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$433.33
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	8	$400.00
C	Printer Labels (per vote)	$0.03	18094	$542.82
D	Username/Password - Per Polling Location	$20.00	8	$160.00
			Total Electronic Poll Book Charges	**$1,536.15**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	375	$206.25
	Election Day Combination Forms	$0.55	375	$206.25
	*Election Judge Kit for Early Voting	$35.00	2	$23.33
	*Election Judge Kit for Election Day	$35.00	6	$70.00
	Polling Location Map(s)	$17.00	8	$136.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	1000	$200.00
			Total Supplies Charges	**$841.83**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	2100	$840.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.44	6	2.64
			Total Mail & Ballot Service Charges	**$2,558.64**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,300.00	1	$1,300.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	$17,665.00		$5,888.33
	*Payroll for Election Day Employees	$5,001.00		$1,667.00
			Total Payroll Charges	**$7,555.33**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	**$350.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	***Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 9.00	2	359.5	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	10	1797.5	$95.87
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	6	99	$3.56
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	30	495	$79.20
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$182.94**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	*Verizon Wireless phone	$17.52	6	$35.04
			Total Cell Phone Charges	**$35.04**
6.12			**Subtotal**	**$18,094.94**
			Administrative Fees (10%)	**$1,809.50**
	***Shared cost with County & Weslaco ISD**		**ESTIMATED GRAND TOTAL**	**$19,904.44**

AI-34807 **Elections Administration 13. I.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Hidalgo Independent School District for their election to be held on November 6, 2012.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the elecion services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 10-17-2012, Hidalgo ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Hidalgo ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/17/2012 01:47 PM
Roland Garcia	Rolando Garcia	10/25/2012 08:33 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/17/2012 01:15 PM

Final Approval Date: 10/26/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **HIDALGO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY_(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered, and as identified in the attached Exhibit "A";

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Payment of a proportionate share of the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the proportionate share of the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for a proportionate share of the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.03 As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted

ballots.

2.04 The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

2.05 The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

2.06 In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate **ELECTION ORDER** by the ENTITY, publishing and (or) posting the election ORDER as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic

Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a proportionate share of the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the proportionate share of the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for a proportionate share of the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for a proportionate share of the cost for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith

estimate of costs, is attached hereto as Exhibit "B". The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit "B" referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Librado S. De Hoyos
Superintendent of Schools
Hidalgo ISD
PO Box 8220
Hidalgo, TX 78557

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained

herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2012

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

HIDALGO ISD
ENTITY

BY: _____

PRINT: LIBRADO S. DE HOYOS

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Maria C Maya

PRINT: Maria C. Maya

TITLE: Superintendent's Secretary

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT B

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Hidalgo ISD	DATE: November 6, 2012		
6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	6	$60.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	18	$180.00
F	Election Media per Polling Location(s)	$100.00	9	$900.00
G	*iVotronic Voting Machine(s)	$150.00	20	$1,500.00
G	*ADA iVotronic Voting Machine(s)	$150.00	9	$675.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Programming Charges	**$4,315.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	7	$525.00
C	Printer Labels (per vote)	$0.03	4220	$126.60
D	Username/Password - Per Polling Location	$20.00	9	$180.00
			Total Electronic Poll Book Charges	**$1,481.60**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	88	$48.40
	Election Day Combination Forms	$0.55	88	$48.40
	*Election Judge Kit for Early Voting	$35.00	2	$35.00
	*Election Judge Kit for Election Day	$35.00	7	$122.50
	Polling Location Map(s)	$17.00	9	$153.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	900	$180.00
			Total Supplies Charges	**$587.30**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	1000	$400.00
	Mail-in-Ballots Kit(s) per request	$2.00	900	$1,800.00
	Postage Mail-in-Ballots (per request)	$0.61	900	$549.00
	Correspondence Postage	$0.44	8	3.52
			Total Mail & Ballot Service Charges	**$2,977.52**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,300.00	1	$1,300.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	$14,789.50		$7,394.75
	*Payroll for Election Day Employees	$4,910.50		$2,455.25
			Total Payroll Charges	**$9,850.00**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 9.00	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	8	1438	$184.06
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	7	115.5	$14.55
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	28	462	$206.98
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$418.54**
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	$17.52	7	$122.64
			Total Cell Phone Charges	**$122.64**
6.12			**Subtotal**	**$21,302.60**
			Administrative Fees (10%)	**$2,130.26**
	*Shared cost with County		**ESTIMATED GRAND TOTAL**	**$23,432.85**

FROM Oct. 22nd – Nov. 2, 2012 - **CALL (956) 318-2570** For General Information (Llame para Información General)

November 6, 2012 (6 de Noviembre de 2012)
HIDALGO ISD ELECTION (Distrito Escolar Independiente de Hidalgo)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 22, 2012	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 23, 2012	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 24, 2012	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Oct. 25, 2012	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 26, 2012	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Oct. 27, 2012	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 28, 2012	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Oct. 29, 2012	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 30, 2012	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 31, 2012	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Nov. 1, 2012	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Nov. 2, 2012	7:00 A.M. -- 7:00 P.M.

----------EARLY VOTING POLLING LOCATIONS----------

(Casillas Electorales para el Voto Adelantado

HIDALGO CITY HALL
704 E. TEXANO
HIDALGO, TX

LAS MILPAS COMM. CENTER
7107 S. CAGE
PHARR, TX

ELECTION DAY POLLING LOCATIONS 7:00 A.M. - 7:00 P.M.

(Día de Elección las Casillas Electorales abren de 7:00 A.M. a 7:00 P.M.)

Pct. # 5 & 137	Las Milpas Comm. Center	7107 S. Cage Pharr, TX
Pct. # 12 & 82	Granjeno City Hall	6603 S. FM 494 Granjeno, TX
Pct. # 93	Mission Fire Station	415 W. Tom Landry Mission, TX
Pct. # 178	Alamo Comm. Center	1429 S. Tower Rd. Alamo, TX
Pct. # 214	Palmview Comm. Center	3401 Jordan Ave. McAllen, TX
Pct. # 226	Valley View 5th Grade Campus	9701 S. Jackson Pharr, TX
Pct. # 233 & 234	Hidalgo City Hall	704 E. Texano Hidalgo, TX
Pct. # 63	Mission City Hall	1201 E. 8th Mission, TX

**** *CALL (956) 318-2570 FOR GENERAL INFORMATION* (Llame para Información General) ****

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update: 9/10/12)

AI-34802 **Elections Administration 13. J.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting permission to accumulate/accrue compensatory time for Elections Department employees during the 2012 General Election and fifteen additional elections also being run by our office on the uniform election date of November 6, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

estimate attached only includes comp time hrs projected to be accrued. No overtime hrs will be paid out.

Attachments

COMP TIME ESTIMATE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/26/2012 11:41 AM
Rosalinda Cantu	Rosie Cantu	10/26/2012 05:14 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Amanda Valdez Started On: 10/17/2012 11:29 AM

Final Approval Date: 10/26/2012

Estimated Comp Time to be Earned
Hidalgo County General Election

Department	Estimated Total Hours Earned
Information Tech.	192 hours
Elections Operations	783 hours
Voter Registration	318 hours

1293 total hours calcualted at time and a half

AI-34734 **Texas Agri-Life Extension Serv. 14. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Requesting approval to reimburse A. Munoz and C. Perez for the purchase of fuel in the amount of 90.00 for county vehicle with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

An attempt was made to purchase fuel with gas card, unfortunately was locked out and agents were forced to purchase fuel with their personal credit cards on two different dates.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-583

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

BUDGETARY IMPACT:

Funds available through PO#678747 & 678745 in the amounts of $40.00 and $50.00 for a total of $90.00 to Christina Lorraine Perez and Adelita Figueroa-Muñoz

Attachments

Claim for Adelita

Claim for Christina

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2012 02:49 PM
Erika Zamora	Erika Zamora	10/26/2012 10:37 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Nora Linda Cruz Started On: 10/12/2012 11:14 AM

Final Approval Date: 10/26/2012

Purchase Order

COUNTY OF HIDALGO

PO#: 678745

DATE: 07/27/12

VENDOR: 297321 REQ:00220197

Email:

Phone:

FIGUEROA-MUNOZ, ADELITA
C/O TEXAS COOPERATIVE EXT

Vendor Acct:

BUYER:

SHIP TO: TEXAS COOPERATIVE EXTENSION
410 N. 13TH AVE
EDINBURG TX 78541

CONTACT:

SITE: TEXAS AGRILIFE EXTENSION

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	RM Fuel purchased for County vehicle with personal credit card at Flying "J" Store #727 - 1307 East Monte Cristo, Edinburg, TX 78539.	50.00	50.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		50.00
		**********		
		For Hidalgo County use only		
		2-1100-461-00-380-001-0-583 50.00		
		Approved		

Authorized by: Martha L. Salazar

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Adelita F. Munoz**, do hereby state that the item(s) listed on the invoice(s) named below were purchased for the exclusive use of Hidalgo County:
PURCHASER'S NAME

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
Transaction # 2611508	April 14, 2012	$50.00	Flying J – Store #727 1305 East Monte Cristo, Edinburg 78539
TOTAL		$50.00	

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: **CEA-Family & Consumer Science**
PERSON MAKING PURCHASE

Before me JANIE PERALES, a Notary Public, appeared ADELITA MUNOZ and on **h**__ 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**e **/ S**he further stated **h**___ **/ s**he requested payment of the same.

RECEIVED BY COUNTY AUDITOR'S OFFICE 2012 MAY 21 PM 2:10

RECEIVED BY COUNTY AUDITOR'S OFFICE 2012 AUG 10 PM 2:10

(SEAL)

JANIE PERALES
Notary Public, State of Texas
My Commission Expires
December 21, 2015

_____
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



FLYING J

STORE 727
1305 East Monte Cristo
Edinburg, TX 78539
(956) 316-0149
04/14/2012

SALE
Transaction #: 2611508 ****PREPAY****

Qty	Name	Price	Total
1	Prepay	50.00	50.00
	Pump: 10		
	Gallons 1.000		
	Price / Gal: .000		

Subtotal	50.00
Sales Tax	0.00
Total	50.00

Received:
MC 50.00
XXXXXXXXXXX6584 SWIPED
Approved
Auth #: R9065Z

Pos:2 Clerk:109 04/14/2012 07:16:21
ORIGINAL RECEIPT

RECEIVED BY
COUNTY AUDITOR
2012 AUG 10 PM 2 49

Fashion Show en Falfurrias
Comp. Vehicle.

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/27/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 4

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina Perez, CEA-4-H & Youth Development; Nora N. Garza, CEA-Family Resources; Adelita Munoz, CEA-FCS; Alonso Lopez, 4-H Outreach Coord.

EVENT INFORMATION

TITLE OF EVENT: District 12 4-H Fashion Show

EVENT DATE(S) FROM: 04/14/12 TO: 04/14/12

DEPARTURE DATE: 04/14/12 RETURN DATE: 04/14/12

LOCATION OF EVENT: CITY: Falfurrias STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

✓ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$-0-	
Subtotal for Object Code 584	$-0-	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$-0-	
11. MEALS	$-0-	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 0	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

N/A

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

_____ Trip expenses are necessary and will be incurred for official county business.

X Reasonable efforts to minimize the use of county funds have been explored.

X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Storm	3/27/12	Noralinda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

✓ TRAVEL IS **APPROVED** for the individuals listed below: Christina Perez + 3 staff

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
JC Carreon	3-28-12		

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:
Sergio Cruz	3-28-12	

COUNTY AUDITOR'S FORM T.1.1 (01/10)

RECEIVED BY COUNTY AUDITOR
2012 MAR 28 PM 4 18

2-1100-461-00-380-001-0

APPROVED BY OFFICE OF EXECUTIVE OFFICER

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

678745

EMPLOYEE NAME: Adelita F. Munoz | DEPARTMENT: Hidalgo County Extension Service

TRAVEL TO CITY: Falfurrias | STATE: Texas

DEPARTURE DATE: 4/14/2012 | RETURN DATE: 4/14/2012

TIME OF DEPARTURE: 6:00 AM | TIME OF RETURN: 6:00 PM

PURPOSE OF TRIP: To participate in professional organizations related to the emplyee of official's job assignment.

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2011						
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
	4/14	4/15	4/16	4/17	4/18	4/19	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental	$50.00						50.00
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.555	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)							
With Receipts = 1 / Without Receipts = 2							
Breakfast ($9 per diem)							
Lunch ($12 per diem)							
Dinner ($18 per diem)							
Total Actual Meal Expense	-	-	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)							-
Other (Please explain below):							-
Explanation Notes:	Adelita had to use her own personal credit card to fuel county vehicle due to County fuel card not working.						

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 50.00
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 50.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely fo... County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from a... ...ource.

EMPLOYEE SIGNATURE — DATE 9/03/12

APPROVED BY: _____ DIVISION DIRECTOR/SUPER... — DATE

APPROVED FOR PAYMENT BY: _____ DEPARTMENT HEAD

2-1100-461-00-380-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (07/11)

Note: This report is due no later than 20 calendar days of return from travel.

Purchase Order

COUNTY OF HIDALGO

PO#: 678747

DATE: 07/27/12

VENDOR: 399213 REQ:00220196

Email:

Phone:

PEREZ, CHRISTINA LORRAINE
C/O EXTENSION SERVICE

BUYER:

SHIP TO: TEXAS COOPERATIVE EXTENSION
410 N. 13TH AVE
EDINBURG TX 78541

Vendor Acct:

CONTACT:

SITE: TEXAS AGRILIFE EXTENSION

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REI AY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE RE QUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	RM Fuel to County vehicle paid from personal credit card on April 4, 2012. Purchase was made at TA Travel Center #235 in Edinburg, TX.	40.00	40.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		40.00
		**********		
		For Hidalgo County use only		
		2-1100-461-00-380-001-0-583 40.00		
		Approved		

Authorized by: Martha L. Salazar

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Christina L. Perez**, 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
Receipt # 34521	April 4, 2012	$40.00	TA TravelCenter #235 Edinburg, TX 78541
TOTAL		$40.00	

RECEIVED BY COUNTY AUDITOR 2012 AUG 1 PM 2 50

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: Christina Perez

TITLE: **CEA-4-H & Youth Development**
PERSON MAKING PURCHASE

RECEIVED BY COUNTY AUDITOR 2012 AUG 1 PM 2 51

Before me JANIE PERALES, a Notary Public, appeared CHRISTINA L. PEREZ and on her 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___ / She further stated her / s___ requested payment of the same.

(SEAL)

Janie Perales
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JANIE PERALES
Notary Public, State of Texas
My Commission Expires
December 21, 2015

Barbara Story
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

THANK YOU
FOR SHOPPING
TA TRAVELCENTER #235
EDINBURG
TX 78541

---

030 Juan Store: 0235
Register # 22. Receipt# 34521

CUSTOMER COPY

Wed Apr 04 2012 07:43:28

PREPAY FUEL DEPT $40.00
Dept. 100

***** PREPAY RECEIPT ****
PUMP# 14 $40.00
****

Sale Total $40.00
Tax Total $0.00
Total $40.00
VISA CARD $40.00

TOTAL AMOUNT = $40.00
VISA CARD
ACCOUNT#: XXXXXXXXXXXX2103

AUTHORIZATION # 195002
REF # 195002

Host Data
Merch: JZ48925490001
Seq Num: 119545

DATE: 04-04-12 TIME: 07:49:53

CREDIT CARD INVOICE

PLEASE COME AGAIN!

Thank you
Questions or Comments?
Site Manager: 956-383-0788
District Manager Cell: 210-289-9021

RECEIVED BY
COUNTY AUDITOR
2012 AUG 10 PM 2 50

Dist 12 Photography in Alice

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/20/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Christina Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT:	District 12 4-H Photography Contest		
EVENT DATE(S) FROM:	04/04/12	TO:	04/04/12
DEPARTURE DATE:	04/04/12	RETURN DATE:	04/04/12
LOCATION OF EVENT: CITY:	Alice	STATE:	Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.
_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.
_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
X To participate in professional organizations related to the employee or official's job assignment.
_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
_____ To pursue the County's interests in litigation or criminal justice.
_____ To promote the economic development interests of the County.
_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$-0-	
Subtotal for Object Code 584	$-0-	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 0	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

_____ Trip expenses are necessary and will be incurred for official county business.
X Reasonable efforts to minimize the use of county funds have been explored.
X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara C Henry	3/20/12	NoraLinda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

V TRAVEL IS **APPROVED** for the individuals listed below:
Christina Perez

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
JC Carreon	3-21-12		

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:
Sergio Cruz	3-21-12	

COUNTY AUDITOR'S FORM T.1.1 (01/10)

RECEIVED BY COUNTY AUDITOR 2012 MAR 21 AM 10 03

2-1100-461-00-360-001-0-583

APPROVED BY OFFICE OF EXECUTIVE OFFICER

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

PO 678747

EMPLOYEE NAME: Christina L. Perez
DEPARTMENT: Hidalgo County Extension Service
TRAVEL TO CITY: Alice
STATE: Texas
DEPARTURE DATE: 4/4/2012
RETURN DATE: 4/4/2012
TIME OF DEPARTURE: 6:00 AM
TIME OF RETURN: 5:00 PM
PURPOSE OF TRIP: To participate in professional organizations related to the employee o official's job assignment.

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2011						
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
	4/4	4/5	4/6	4/7	4/8	4/9	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental	$40.00						40.00
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.555	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees	$0.00						-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)							
With Receipts = 1 / Without Receipts = 2							
Breakfast ($9 per diem)							
Lunch ($12 per diem)							
Dinner ($18 per diem)							
Total Actual Meal Expense	-	-	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)							-
Other (Please explain below):							-
Explanation Notes:	Christina had to use her own personal credit card to purchase fuel for County vehicle due to County fuel card locking her out of being able to purchase fuel for the day. Christina had put in the incorrect ID#.						

RECEIVED BY COUNTY AUDITOR 2012 SEP 5 PM 2 38

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee. (I.e. Airfare, Hotel accommodations, Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 40.00
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 40.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for offici... County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from anothe...

Christina Perez — 9/4/12
EMPLOYEE SIGNATURE — DATE

APPROVED BY: _____
DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: _____
DEPARTMENT HEAD

2-1100-461-00-380-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (07/11)

Note: This report is due no later than 20 calendar days of retu... travel.

AI-34776 **WIC 15. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Norma L. Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

1. WIC Grant (1292):
Approval of contract between DSHS and Hidalgo County for the Provision of WIC Services for FY2013, beginning October 1, 2012 to March 31, 2013.

2. Nutrition Physical Activity and Obesity Prevention Grant (1292):
Approval of Research Subaward Agreement between Texas A&M Health Science Center & Hidalgo County Health & Human Services WIC Department in the amount of $12,000.00 for the period of 6/30/12 - 6/29/13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1292-441-00-350-014-3-320

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

BUDGETARY IMPACT:

Funds available as of 10/26/12.

Attachments

Hidalgo Co. HHS Core Contract
Hidalgo Co. HHS Program Attachment
Hidalgo Co. HHS Lobby Form
FFATA Certification DSHS
Texas A&M Subaward Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/17/2012 01:16 PM
Erika Zamora	Erika Zamora	10/26/2012 11:52 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Margarita Gonzalez Started On: 10/16/2012 03:06 PM

Final Approval Date: 10/26/2012

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-042599 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $6,000,363.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 10/01/2012 and ends on 03/31/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

   2013-042599-001 NSS/WIC LOCAL AGENCY

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: PO BOX 58
EDINBURG, TX 78540-0000
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Evelyn Delgado

Assistant Commissioner for Family and Community Health Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.458.7321

Evelyn.Delgado@dshs.state.tx.us

HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

CONTRACT NO. 2013-042599
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000388918

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM

DSHS PROGRAM NSS/WIC LOCAL AGENCY

TERM: 10/01/2012 THRU: 03/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall administer the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) to provide supplemental food instruments, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. Contractor shall:

A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food instruments, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Contractor shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of DSHS Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the DSHS WIC Program Policy and Procedures Manual and program rules.

B. Provide services within the state boundaries of Texas and in the approved clinic locations described in Contractor's application.

C. Assist DSHS or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by DSHS WIC Program's written rules and policies for the compilation of such data.

D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.

E. Appoint a Contractor WIC Director/Supervisor.

F. Train Contractor's Local Agency staff.

G. Submit the following reports/plans by the due date:

1. Monthly Incentive Funding Summary Report by the 15th day of the following month; and
2. WIC Local Agency Performance Measure Report by the 15th day of the following month.

H. Conduct outreach to potential participants.

I. Complete surveys as requested.

J. Within five days of receiving a DSHS request for a Vendor Evaluation, Contractor shall contact vendor applicant to set up an appointment to conduct the evaluation. Contractor shall conduct on-site evaluation, completing WIC Vendor Evaluation Forms and fax/return forms to the DSHS no later than one business day after the on-site evaluation.

K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Contractor shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.

L. Issue pre-numbered food instruments furnished by DSHS to qualified participants who shall use such instruments to obtain specified food items from participating vendors; maintain complete accountability and security of all food instruments received from DSHS. Contractor shall be held financially responsible for all unaccounted for food instruments and/or for the redeemed value of those issued to ineligible participants. In addition, Contractor shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the WIC Policy and Procedures Manual.

M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) or equivalent telecommunications equipment at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT or other telecommunications equipment installations for new sites or sites moving from one location to another requires a minimum of 45 days notice.

N. Connect portable computers (notebook or laptop) that use Texas-WIN software daily to a (VSAT) or other DSHS provided-telecommunications access point to transfer data to and receive updates from DSHS. Daily is defined as Monday – Friday and Saturday if WIC services are provided. Portable computers may go to any of the Contractor's permanent WIC sites for data transfer.

O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations.

P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Contractor's Annual Plan of Operations as approved by DSHS and incorporated by reference in this Program Attachment.

Q. Implement or expand Contractor's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC participants in normal breastfeeding situations. Funding for this activity will be contingent on availability and written approval by DSHS.

R. Implement special projects according to DSHS-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Contractor and approved by DSHS. Funding for special projects is contingent upon availability and approval in writing by DSHS of the Contractor's plan for the special project.

S. Implement lactation services for WIC participants who have breastfeeding problems that are beyond the expertise of Contractor's local WIC staff and/or peer counselors using International Board Certified Lactation Consultants or the most qualified equivalent. Lactation services may also include Contractor's Local WIC Agency staff training and the provision of lactation equipment. DSHS will provide written approval of Contractor's plan to use lactation funding. Contractor's plan shall include qualifications of any non-board certified lactation consultant, which is included in the proposal.

T. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Contractor's staff is approved in writing by DSHS to participate in the DSHS Dietetic Internship program. This internship will consist of no less than 1200 hours of supervised learning experiences in a variety of nutrition-related facilities and will prepare Contractor's selected staff member to better meet the needs of WIC participants.

U. Stock DSHS-provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. During the term of this Program Attachment, DSHS reserves the right to withhold payment if Contractor fails to accurately complete and submit breast pump receiving reports within three (3) business days of receiving a DSHS breast pump delivery.

V. Implement or expand Contractor's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Contractor that includes, but not limited to: assistance with quality assurance, staff training, assistance with the Annual Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Attachment as amended, including, but not limited to:

1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
3. Child Nutrition Act of 1966, as amended, 42 USC 1786.

The following documents are incorporated by reference and made a part of this Program Attachment:

1. *DSHS Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
2. USDA Food and Nutrition Service (FNS) Guidelines;
3. USDA FNS Instructions issued under the FNS Directives Management System; and
4. Current WIC Policy and Procedures Manual.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities related to WIC, including timeframes, budget, and any revisions shall be approved by DSHS.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall ensure:

1) An average of 95% of families a quarter who participate in DSHS WIC Program by receiving food instruments shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;

2) Of all pregnant women who enter DSHS WIC Program, an average of 20% a quarter shall be certified as eligible during the period of the first trimester of their pregnancy;

3) An average of 85.5% of clients a quarter who are enrolled in the DSHS WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food instrument recipients each month (breast-feeding infants are also included in the client count); and

4) 98% of participants who indicate during the enrollment process for the DSHS WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

Contractor shall submit the *WIC Local Agency Performance Measure Report* which describes Contractor's efforts towards meeting performance measures. The report shall be in an approved format as provided by DSHS, and shall be completed and submitted to DSHS within fifteen (15) calendar days after the end of each month.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: DSHS may renew this contract for one renewal period if funds are available.

SECTION V. PAYMENT METHOD: Cost reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us

SECTION.VII. BUDGET:

SOURCE OF FUNDS: CFDA # 10.557.000; 10.557.013

DUNS NUMBER: 103110834

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed: $6,000,363.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, Section 1.07, **Statutes and Standards of General Applicability**, is hereby amended to include the following:

> Contractor shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI, Civil Rights Act of 1964; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be

excluded from participation under any program or activity for which Contractor receives federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Program Attachment.

Contractor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and State of Texas personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Contractor violates any nondiscrimination laws. This Assurance is binding on Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Core Contract are authorized to sign this Assurance on behalf of Contractor.

Contractor shall comply with all of the requirements of the current WIC Policy and Procedures Manual and Program rules as well as state and federal laws and amendments governing or regulating the WIC Program. A copy of the current WIC Policy and Procedures Manual has been made available to Contractor. The WIC Policy and Procedures Manual, and all revisions made to the WIC Policy and Procedures Manual are incorporated into this Agreement by reference. Contractor has a duty to remain familiar with the contents within the WIC Policy and Procedures Manual.

Contractor is responsible for ensuring that employees or agents acting on behalf of Contractor comply with all of the requirements of the WIC Policy and Procedures Manual, Program rules and all state and federal laws and amendments governing and regulating the WIC Program.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.01, **Payment Methods**, is hereby modified to include the following paragraphs:

The participant caseload will be assigned by DSHS by giving written notice to Contractor. The participant caseload is subject to change upon written notice to Contractor from DSHS with Contractor's concurrence. Contractor assumes liability for all food costs resulting from Contractor exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

DSHS will reimburse Contractor for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing food instruments, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" set out below, based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food

instruments whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Contractor's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Program Attachment term. Surplus encumbered by September 30 shall be billed and vouchers received by DSHS no later than sixty (60) calendar days following the term of the Program Attachment.

PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of $11.75 for each participant served as defined above.

DSHS may pay for additional goods or services as specified in this Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of DSHS to do so, and funds are available.

The Contractor will be notified if a change in funding occurs and will have thirty (30) days to provide written notice to the DSHS if it intends to terminate this Program Attachment.

Contractor agrees that:

(1) Contractor shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the DSHS WIC Program.

(2) DSHS will reimburse Contractor for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Contractor's assigned participant caseload, plus any incentive funds allocated to Contractor by DSHS.

(3) DSHS will limit (cap) reimbursement of Contractor's indirect costs at twenty (20) percent applied to Contractor's total direct salaries plus benefits reimbursed by DSHS.

(4) DSHS will identify annually to Contractor an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Contractor will be based on Contractor's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to DSHS WIC Program.

(5) DSHS WIC Program also reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or

breastfeeding promotion is not being provided by Contractor, or Contractor is not complying with the provisions of USDA and/or DSHS directives.

(6) DSHS reserves the right to utilize a competitive offering for the award of any future contracts at the end of the term of this Program Attachment.

(7) DSHS may amend or terminate this Program Attachment if available funds become reduced, depleted, or unavailable during the term of the Program Attachment to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Program Attachment. DSHS will provide written notification to Contractor of such fact.

(8) DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of DSHS and DSHS WIC Program to do so. If Contractor exceeds the amount of earned administrative funds as stated above, Contractor shall continue to bill DSHS for the services provided. If additional funds become available at a later date for the provision of these services, DSHS WIC Program may pay Contractor a share of these funds.

(9) DSHS may provide incentives to Contractor's Local WIC Agencies for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.

(10) During the term of this Program Attachment, DSHS may adjust the base reimbursement rate as defined in this Program Attachment if it is in the best interest of DSHS and the DSHS WIC Program and if administrative WIC Grant funds change.

Contractor shall indicate separately on the face of the claim for reimbursement (State of Texas Purchase Voucher, Form B-13) the costs associated with nutrition education, breast-feeding, and other administrative costs.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.04, **Working Capital Advance**, is not applicable to this Program Attachment. However, Contractor will be allowed the option of receiving a two (2) month cash advance in accordance with WIC Program Policy and Procedures.

General Provisions, **Records Retention** Article VIII**,** Section 8.01, **Retention** shall be replaced with the following:

Recordkeeping requirements. Contractor shall maintain full and complete records concerning Program operations. Such records shall comply with 7 CFR Part 3016 and the following requirements:

(1) Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food instrument issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.

(2) All records shall be retained for a minimum of three years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA deems any of the WIC program records to be of historical interest, it may require DSHS or the Contractor to forward such records to the USDA whenever either entity is disposing of them.

(3) Records for nonexpendable property acquired in whole or in part with WIC program funds shall be retained for three years after its final disposition.

(4) All records shall be available during normal business hours for representatives of the USDA, DSHS and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

General Provisions, **Notice Requirements** Article X**,** Section 10.01, **Child Abuse Reporting Requirement,** is hereby amended to include the following:

If Contractor chooses to interview a client to determine if an affirmative defense to prosecution exists, **as defined by DSHS**, which would allow them under the DSHS policy to not make a report of child abuse, the Contractor shall conduct these interviews in the following manner:

- For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.
- The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
- Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

General Provisions, **General Business Operations of Contactor** Article XII, Section 12.02, **Management and Control Systems**, Item a, regarding internal budgeting and Item c, regarding billing, collection, and fee schedules are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.06, **Overtime Compensation**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII**,** the last three sentences of Section 12.20, **Equipment (including Controlled Assets) Purchases**, are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII**,** Section 12.23, **Property Inventory and Protection of Assets**, is amended to include the following:

> Contractor shall also maintain an inventory of equipment and designated reportable assets placed in the custody of the Contractor by DSHS. Contractor shall submit an annual cumulative report to DSHS Property Management Group in a format and upon a delivery date designated by DSHS. Contractor shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assess provided under this Contract, it shall use the proceeds to repair or replace said assets.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.26, **Property Acquisitions**, is not applicable to this Program Attachment.

General Provisions, **General Terms** Article XIII, Section 13.15, **Amendment**, is replaced with the following:

> The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract. Parties agree that this attachment may be amended during its term by Letters of Amendment to reflect funds awarded for special projects and to more accurately align the total Not To Exceed amount with funds the contractor may earn by contract performance. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

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

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

Signature _____ Date _____

Print Name of Authorized Individual

2013-042599
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM
Organization Name

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY13)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why*.**

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com [ ][ ][ ][ ][ ] - [ ][ ][ ][ ]	**DUNS Number: 9-digits Required www.ccr.gov** [ ][ ][ ][ ][ ][ ][ ][ ][ ]
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Title of Authorized Representative	**Date**

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY13)

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

November 2011 FDP

Research Subaward Agreement

Institution/Organization ("Prime Recipient")	Institution/Organization ("Subrecipient")
Name: Hidalgo County WIC Program	Name: The Texas A&M University System Health Science Center
Prime Award No.: 2012-041053-001	Subaward No.: CFDA #:
Awarding Agency: Department of State Health Services (DSHS)	Amount Funded This Action: $12,000 Est. Total (if incrementally funded)

Subaward Period of Performance:
Budget Period: From: 6/30/12 To: 6/29/13

Estimated Project Period (if incrementally funded):
From: To:

Project Title:
Breastfeeding Community Support in Hidalgo County

Reporting Requirements (Check here if applicable: ☒ See Attachment 4) ☐ FFATA (Attachment 3B) ☐ ARRA Funds (Attachment 4A)

Terms & Conditions

1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.

2) Prime Recipient Shall reimburse Subrecipient not more often than quarterly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Financial Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.

9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Financial Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1

By an Authorized Official of Prime Recipient	By an Authorized Official of Subrecipient
_____ Date	Jane Zuber, Director, Contracts & Grants 10.15.12 Date

Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
Department of State Health Services

This Research Subaward Agreement is subject to the Department of State Health Services Prime Award Number 2012-041053 Fiscal Year 2012 General Provisions (Core/Subrecipient) located at:

http://www.dshs.state.tx.us/grants/gen-prov.shtm

Attachment 3A
Research Subaward Agreement

Subaward Number:

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Hidalgo County WIC Program

Address: Administrative Office - 1200
3105 W. University Drive

City: Edinburg State: TX ZipCode: 78539

Administrative Contact

Name: Norma L. Longoria, WIC Director

Address: Hidalgo County WIC Program
3105 W. University Drive

City: Edinburg State: TX ZipCode: 78539

Telephone: 956-381-4646 x 4046 Fax: 956-381-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Project Manager

Name: Diana Cardona

Address: Hidalgo County WIC Program
3105 W. University Drive

City: Edinburg State: TX ZipCode: 78539

Telephone: 956-381-4646 Fax: 956-381-0297

Email: diana.cardona@wic.co.hidalgo.tx.us

Financial Contact

Name: Norma Longoria, MS, LD

Address: Administrative Office - 1200
3105 W. University Drive

City: Edinburg State: TX ZipCode: 78539-6243

Telephone: 956-381-4646 Fax: 956-380-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Authorized Official

Name: Norma Longoria, MS, LD

Address: Administrative Office - 1200
3105 W. University Drive

City: Edinburg State: TX ZipCode: 78539-6243

Telephone: 956-381-4646 Fax: 956-380-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Attachment 3B - Research Subaward Agreement
Subrecipient Contacts

Subaward Number:

Institution/Organization ("Subrecipient")

Name: The Texas A&M University System Health Science Center

Address: 400 Harvey Mitchell Parkway South, Suite 300

City: College Station State: TX ZipCode + 4: 77845-4321

EIN No.: 74-2907553 Institution Type: Public/State Controlled Inst. of Higher Education

Did the subrecipient's gross income, from all sources, in the previous tax year exceed $300,000? Yes (•) No ( )

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? ( ) Yes (•) No Currently registered in CCR? (•) Yes ( ) No

If no, is the Performance Site the same as PI address below? (•) Yes ( ) No DUNS No.: 83-560-7441 Parent DUNS No.:

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Is Subrecipient exempt from reporting compensation? (•) Yes ( ) No Congressional District: 17th Congressional District:

If no , please complete 3B page 2 (if ARRA funding use Attachment 4A).

Administrative Contact

Name: Lisa Whitten, Senior Negotiator II

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station State: TX ZipCode: 77845

Telephone: 979-862-8465 Fax: 979-862-3250

Email: lwhitten@tamus.edu

Principal Investigator

Name: Ann V. Millard

Address: Texas A&M Health Science Center School of Rural Public Health

2101 S. McColl Rd.

City: McAllen State: TX ZipCode: 78503

Telephone: 956-668-6320 Fax: 956-668-6302

Email: avmillard@tamhsc.edu

Financial Contact

Name: Sara Lauter, Project Administrator II

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station State: TX ZipCode: 77845

Telephone: 979-845-6149 Fax: 979-862-3250

Email: slauter@tamus.edu

Authorized Official

Name: Jane Zuber, Director, Contracts and Grants

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station State: TX ZipCode: 77845

Telephone: 979-862-8465 Fax: 979-862-3250

Email: awards@tamus.edu

Attachment 4
Research Subaward Agreement
Reporting Requirements

Final Technical Report Due on or before 06-29-2013

Attachment 5
Research Subaward Agreement
Scope of Work and Budget

Breastfeeding Community Support of Hidalgo County
Hidalgo County WIC
June 30, 2012-June 29, 2013

Norma Longoria, Project Director
Diana Cardona, Project Manager
Ann Millard, Project Evaluator

Abstract

This project will aid efforts to reduce childhood obesity through community support of breastfeeding in Hidalgo County. We will open an additional Baby Café and ensure that at least 30 pregnant or breastfeeding mothers attend by June 30, 2013. Additional activities will include establishing a sustainability plan for the project, disseminating information about it on a quarterly basis, and developing a referral system for it with healthcare providers in pregnancy. At Baby Café, a breastfeeding class will be provided to WIC mothers, who will thus meet their WIC nutrition education requirement and be able to access expedited WIC benefits. In addition, we will establish at least one Mother-Friendly Worksite and increase the number of Breastfeeding Friendly Establishments in Hidalgo County.

Budget Worksheet
OSRS Proposal #: 1310142
Cumulative Budget Request
Project Dates: 6/30/2012 to 6/29/2013

Category		Salary	% Effort	Cal Mo	Aca Mo	Sum Mo	Year 1	TOTAL
A. Sr Personnel								
PI:	$	7,469.69	8.50%	1.0	0.8	0.3	7,848	7,848
Fringe Benefits			9%	1.0	0.8	0.3	1,919	1,919
Subtotal Salaries Senior Personnel							7,848	7,848
Subtotal Benefits Senior Personnel							1,919	1,919
Subtotal Senior Personnel							9,767	9,767
Subtotal Salaries Other Personnel							-	-
Subtotal Benefits Other Personnel							-	-
Subtotal Other Personnel							-	-
Total Salaries							**7,848**	**7,848**
Total Benefits							**1,919**	**1,919**
Total Personnel Costs							**9,767**	**9,767**

DIRECT COSTS

Travel: Domestic	Item	$Amount	# of People	# of Days	# of Trips		
City:	Per diem	$ -	1	3	1	-	-
	Lodging	$ -	1	2	1	-	-
Purpose/Name of Conference	Transportaion	$ -	1		1	-	-
	Rental Car	$ -		3	1	-	-
	Mileage	$ -			1	-	-
Note: put conference registration	Other	$ 800				800	800
under Other Direct Costs			*Total Trip*			*800*	*800*
			Total Domestic Travel			*800*	*800*

Materials & Supplies			
	Supplies	342	342
		-	-
	Total Supplies	*342*	*342*

Modified Total Direct Costs (MTDC)	***10,909***	***10,909***
EXEMPT COSTS		
Total Direct Costs (TDC)	***10,909***	***10,909***
INDIRECT COSTS		
Indirect Costs (10.0% of MTDC)	1,091	1,091
TOTAL PROJECT COSTS (TPC)	**12,000**	**12,000**

AI-34911 **Right of Way 16. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Discussion and authorization for the County Judge to Execute Earnest Money Contract to purchase property on Hoehn Drive for Drainage Project- Pct.4 and request County Auditor to issue two Manual Checks Payable to Valley Land Title Co. in the amount of $1,000.00 for the Earnest Money Deposit and one payable to Norma Lydia Alvarez in the amount of $100.00 for Option Fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-719

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

BUDGETARY IMPACT:

Available funds as of 10/26/12.

Attachments

Alvarez-Pct.4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 01:57 PM
Olga Garza	Olga Garza	10/26/2012 02:41 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Rebecca Gomez Started On: 10/24/2012 11:46 AM

Final Approval Date: 10/26/2012

EARNEST MONEY CONTRACT

Seller:	Norma Lydia Alvarez 1409 Calle Espana Pharr,Texas 78577
Purchaser:	County of Hidalgo, Texas 2818 S. Hwy 281 Edinburg, Texas 78539
Escrow Agent:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I
THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II
PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Seventeen Thousand and no/ 100ths dollars ($17,500.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of One Thousand and no/100ths dollars ($1,000.00) as Earnest Money to bind this sale. The Earnest Money shall be deposited with the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of One Hundred and No/100ths Dollars ($100.00) (Option Fee) within 2 days after the date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within forty five (45) days after the date of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option Fee will be credited to the Purchase Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV
TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser all restrictions proposed by Seller to be placed on the Property. Should Purchaser object to such restrictions Purchaser may terminate this Contract, receive back the Earnest Money and be released of all further liability under this Contract.

4.3 Purchaser shall have a period of ten (10) business days following the later of the date of receipt of the Title Binder or the date of restrictions described in Article 4.2 to give Seller written notice of any title exceptions or restrictions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections or delete the restrictions and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

4.5 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE V
FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI
CLOSING

6.1 Closing shall be held within sixty (60) days following the date of the expiration of the Feasibility Study described in Article V hereof at the offices Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539 at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 4.3, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII
ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, and its own attorney's fees. All other costs of the Owner Policy of Title Insurance and Seller's attorney fees shall be paid by Seller.

ARTICLE VIII
DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX
ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X
CONDEMNATION

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

ARTICLE XI
LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII
ASSIGNMENT

This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII
SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV
MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

14.5 In case any one or more of the provisions contained in this Contract 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2012, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the 11 day of October, 2012.

SELLERS:

Norma Lydia Alvarez

PURCHASER:

County of Hidalgo, Texas

By: _____
Ramon Garcia Hidalgo County Judge

ATTEST:

_____
Arturo Guarjardo, Jr., Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2012 at _____, _____.M.

Escrow Agent:
Valley Land Title

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

ATLAS, HALL & RODRIGUEZ, LLP
Attn: Stephen L. Crain
818 Pecan Blvd.
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT "A"

All of Lot 19, Hoehn Drive Subdivision, Hidalgo County, Texas according to the map recorded in Volume 23, Page 59, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes.

AI-34824 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Vista Ridge Acres Phase IV – Pct. 1 (Jack McClelland)

2. Preliminary Approval
a. RBA McAllen (Peach St.) Subdivision – Pct. 4 (Juan Martinez)
b. Huisache Acres No. 9 Subdivision – Pct. 1 (Rick Harbison)

3. Reimbursement of a Cash Deposit
a. Guajardo Acres Subdivision – Pct. 1 (Silvia E. Lopez Guajardo)

BACKGROUND

Attachments

Vista Ridge Acres 4; Preliminary
Vista Ridge Acres 4; Plat
RBA McAllen Peach - Preliminary
RBA McAllen Peach; Plat
Huisache Acres 9; Preliminary
Huisache Acres 9; Plat
Guajardo Acres; Reimburse

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/17/2012 03:47 PM
Olga Garza	Olga Garza	10/19/2012 02:32 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Nora Cavazos Started On: 10/17/2012 03:31 PM

Final Approval Date: 10/26/2012

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-30-2012

PROPOSED **VISTA RIDGE ACRES PHASE 4** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **QUINTANILLA, HEADLEY AND ASSOC.** DEVELOPER: **JACK McClelland**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **27** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Noren Drive Approximate ¼ mile North of Mile 19 North Road**

SUBDIVISION LIES WITHIN THE:
☒ *The rural area of the County.*
☐ *ETJ of_____and was approved administratively by said City.*
☐ *ETJ of_____and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **05-22-12** PROPERTY LIES WITHIN FLOOD ZONE: **"X" (shaded) & "A"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Southeast corner of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on Norene Drive.**

H.C.R.O.W.APPROVED DATE: **07-09-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Vista Ridge Drive**

H.C.O.E.C. APPROVED DATE: **07-09-2012** : By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, *20___.*

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*
☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

LOT 7
BLOCK 86
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LOT 8
BLOCK 86

A JACK McCLELLAND TRACT: A TRACT OF LAND OUT OF LOTS 4, 5, 11, & 12, BLOCK 85, & LOTS 7, & 8, BLOCK 86 MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF RECORDED IN VOL. 1, PG. 29 AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOT 5
BLOCK 85
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

N.W. COR. LOT 9. NOT ABLE TO SET PROPERTY CORNER. IT FALLS INSIDE EXIST. CONCRETE CANAL

EXIST. CONC. CANAL

EXCLUSIVE 30.00' IRRIGATION EASEMENT TO ENGELMAN IRRIGATION DISTRICT DEDICATED BY THIS PLAT

S 80°40' E

(M.R: 1320.00')
1320.19'

NOT ABLE TO SET. IT FALLS INSIDE EXIST. CONCRETE CANAL

P.O.B. N.E. COR. LOT 9. FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

FND. 1/2" IRON ROD W/CAP WELDEN & HUNT

A ADRIAN OMAR ALVAREZ TRACT: A 6.96 ACRE TRACT OUT OF LOT 10, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225642, ACCOUNT No. M0150-00-086-0010-04

15.00' ELECTRICAL & UTILITY EASEMENT

30.00' IRRIGATION EASEMENT TO ENGELMAN IRRIGATION DISTRICT DEDICATED BY THIS PLAT

EXIST. 60.00' R.O.W.

685.00'

N 09°20' E

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

1.14 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.14 AC. 1.13 AC. 1.10 AC. 1.05 AC. 1.25 AC.

EXCLUSIVE 15.00' EASEMENT TO H.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. , O.R. H.C.

VISTA RIDGE ACRES
RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

1320.18' (M.R: 1320.00')

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°20'0" W	35.35'
L2	N 35°40'0" E	36.67'
L3	N 89°40'55" W	121.50'
L4	N 89°40'55" W	162.00'

SCALE 1" = 100'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	83°34'41"	50.00'	72.94'
"B"	35°25'19"	50.00'	31.78'
"C"	12°04'25"	214.30'	45.16'
"D"	23°33'04"	214.30'	88.09'
"E"	21°04'14"	214.30'	78.81'
"F"	12°13'08"	264.30'	56.37'
"G"	25°40'36"	264.30'	118.45'
"H"	18°47'59"	264.30'	86.72'
"I"	20°28'52"	214.30'	76.61'
"J"	18°37'31"	214.30'	69.66'
"K"	17°35'20"	214.30'	65.79'
"L"	09°12'27"	264.30'	42.47'
"M"	19°11'18"	264.30'	89.05'
"N"	18°25'05"	264.30'	84.96'
"O"	09°45'52"	264.30'	45.04'
"P"	60°00'00"	50.00'	52.36'

A JOHN LARSON AND ALL STEWART TRACT: A 19.70 ACRE TRACT OUT OF LOT 10, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225640, ACCOUNT No. M0150-00-086-0010-02

N 09°20' E

N 80°40' W 16.70'

"A1"

N 80°40' W 216.70'

"A" "B" 56.70' "C" "D" "E" "F" "G" "H" "I" "J" "K" "L" "M" "N" "O" "P"

VISTA RIDGE DRIVE

660.00'

APPROX. LOCATION AS PER FEMA MAP

ZONE "X" (SHADED)

ZONE "A"

20.00' DRAINAGE EASEMENT

EXCLUSIVE 15.00' EASEMENT TO H.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. , O.R. H.C.

635.18'

27 26 25 24 23 22 21 20 19 18 17

1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.16 AC. 1.17 AC. 1.17 AC. 1.19 AC. 1.10 AC. 1.14 AC. 1.14 AC.

320.00' M.B.S.L.

210.00' M.B.S.L.

15.00' ELECTRICAL & UTILITY EASEMENT

20.00' DRAINAGE EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

DRAINAGE EASEMENT RECORDED IN VOLUME 272, PAGE 200, HIDALGO COUNTY, TEXAS, RECORDS.

637.44'

L4

15.00' ELECTRICAL & UTILITY EASEMENT

EXIST. 40.00' ROAD R.O.W. (NOT OPEN)

160.00'

N 80°40' W 1000.19'

S 09°20' W

FND. 1/2" IRON ROD W/CAP WELDEN & HUNT

S.E. COR. LOT 9

SAME OWNERSHIP (JACK McCLELLAND) S.W.D.V.L. DOC. No. 1738765

LOT 10
BLOCK 86
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

A RODRIGO & MARIA A RODRIGUEZ TRACT: A 10.00 ACRE TRACT OUT OF LOT 10, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225641, ACCOUNT No. M0150-00-086-0010-03

LOT 15
BLOCK 86

A MARISSA MARISCAL TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225679, ACCOUNT No. M0150-00-086-0016-01

A EDELMIRO MARROQUIN TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225681, ACCOUNT No. M0150-00-086-0016-03

A EDELMIRO MARROQUIN TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225678, ACCOUNT No. M0150-00-086-0016-00

LOT 16
BLOCK 86
MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

A MARISSA MARISCAL TRACT: A 10.00 ACRE TRACT OUT OF LOT 16, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, PROPERTY No. 225680, ACCOUNT No. M0150-00-086-0016-02

16 1.26 AC. 461.25' 436.76'

NORENE DRIVE

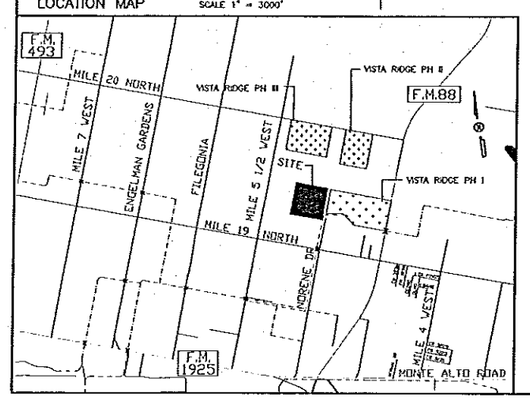
50.00' x 630.00' UTILITY RIGHT OF WAY EASEMENT TO ENGELMAN IRRIGATION AND AGREEMENT RECORDED IN VOLUME 2185, PAGE 446, DEED RECORDS HIDALGO COUNTY, TEXAS TO BE ABANDONED BY THIS PLAT & ACKNOWLEDGMENT BY ENGELMAN IRRIGATION DISTRICT

1 2 3 4 5 6

50 49 48 47 46 45

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A1"	120°00'00"	50.00'	104.72'

LOCATION MAP SCALE 1" = 3000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JACK McCLELLAND, OWNER	2514 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)318-0956	316-4547
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
office@qhaengineering.com

SUBDIVISION PLAT OF:

VISTA RIDGE ACRES PHASE IV

A 35.80 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1736765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 35.80 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1736765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND IN THE CENTERLINE OF NORENE DRIVE FOR THE NORTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20' W, ALONG THE EAST LINE OF LOT 9 AND THE CENTERLINE OF NORENE DRIVE, A DISTANCE OF 1,320.18 FEET (MAP RECORD: 1,320.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40' W, ALONG THE SOUTH LINE OF LOT 9, PASSING A AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF NORENE DRIVE, A TOTAL DISTANCE OF 1,000.19 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20' E, A DISTANCE OF 835.18 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°40' W, A DISTANCE OF 216.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 120°00'00", RADIUS = 50.00 FEET), A DISTANCE OF 104.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°40' W, A DISTANCE OF 18.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 9 FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE WEST LINE OF LOT 9, A DISTANCE OF 685.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF LOT 9 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE NORTH LINE OF LOT 9, PASSING AT 1,300.19 FEET FOR THE WEST RIGHT OF WAY LINE OF NORENE DRIVE, A TOTAL DISTANCE OF 1,320.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.80 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA RIDGE ACRES, RECORDED IN INSTRUMENT NUMBER 1738765, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

10-10-12

ALFONSO QUINTANILLA
P.E. No. 95534
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

2-27-12

ALFONSO QUINTANILLA
R.P.L.S. No. 4856
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

FILENAME I:\DATA\SUBD.\HIDALGO CO.\VISTA RIDGE ACRES\VISTA RIDGE PH. IV-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
FEB. 27, 2012	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 2 of 4

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-30-2012

PROPOSED **RBA McALLEN (PEACH ST.)** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER: **MELDEN & HUNT.** DEVELOPER: **JUAN MARTINEZ.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **1** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **North of Monte Cristo Rd (FM 1925) approximately 400 feet east of Hoehn Rd.**

SUBDIVISION LIES WITHIN THE:
☐ *The rural area of the County.*
☐ *ETJ of_____ and was approved administratively by said City.*
☒ *ETJ of* **McALLEN** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **09-11-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"X" (Un-Shaded)** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swale.**

DISTANCE TO A DRAIN DITCH: **Approximately 2.5 mile south of the subdivision development.**

ROAD R.O.W. DEDICATION: **35 feet on Monte Cristo Rd (FM 1925)**

H.C.R.O.W.APPROVED DATE: **10-10-2012** : By, **Jesse Ozuna** R.O.W. AGENT

SEWER SYSTEM:
☒ OSSF TO BE INSTALLED AT DEVELOPMENT PERMIT STAGE.
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
☐ SANITARY SEWER BY:_____ LINE SIZE:_____LOCATION:_____

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **12"** LOCATION: **Monte Cristo Rd (FM 1925) .**

H.C.O.E.C. APPROVED DATE: **08-15-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☒ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☐ **LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

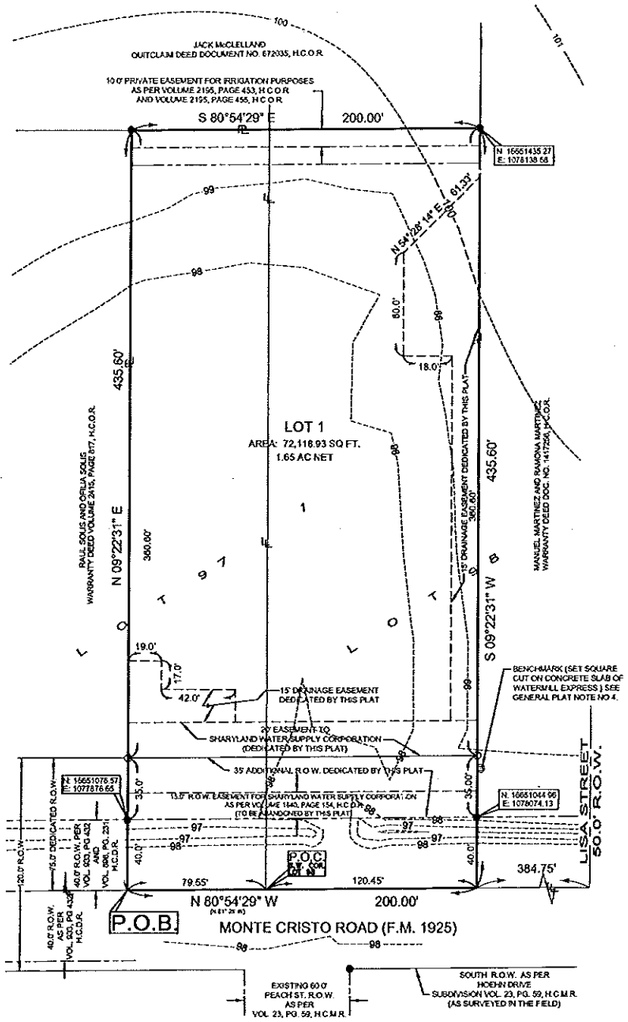
REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

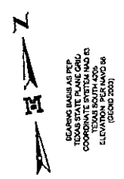
☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
*Amount: $*_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **McALLEN** .
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*





SCALE: 1" = 40'

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR W/PLASTIC CAP STAMPED WELDEN & HUNT

H.C.O.R.–HIDALGO COUNTY OFFICIAL RECORDS
H.C.M.R.–HIDALGO COUNTY MAP RECORDS
P.O.B.–POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
N.E. COR. –NORTHEAST CORNER
S.W. COR. –SOUTHWEST CORNER
( ) – CITRUS PROPERTIES PLAT CALL
SQ.FT. – SQUARE FEET
R.O.W. – RIGHT OF WAY
100 EXISTING CONTOUR

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.

COMMUNITY-PANEL NUMBERS: 480334 0325 D, MAP REVISED JUNE 6, 2000 AND REVISED TO REFLECT LOMR MAY 17, 2001.

2. SETBACKS:
FRONT: 75 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR: 15 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 15 FEET OR EASEMENT, WHICHEVER IS GREATER

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR ASPHALT MEASURED AT THE CENTER OF THE LOT, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
SET SQUARE CUT ON CONCRETE SLAB OF WATERWALL EXPRESS AT THE FOLLOWING COORDINATES AND ELEVATION.
ELEV. 99.00 N= 16651071.8250 E= 1078080.5030 NAD 83 TEXAS SOUTH 4205.

5. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY REQUIREMENTS AND THE CITY OF McALLEN DRAINAGE REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13.961 CUBIC FEET (0.31 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS. THIS WILL BE ACCOMPLISHED AS INDICATED ON THE DRAINAGE REPORT, PAGE 2 OF 2 OF THIS PLAT.

6. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON SITE SEWAGE FACILITIES IN ACCORDANCE WITH H.C.E.D. AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON EACH LOT.

A. OSSF SYSTEM IS BEING SHALL BE DESIGNED FOR DISPOSAL OF COMMERCIAL SEWERAGE.

B. THE LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOILS IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

7. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8. JUAN MARTINEZ, OWNER(S) & SUBDIVIDER(S) OF RBA McALLEN (PEACH ST.) SUBDIVISION, RETAIN AN EASEMENT UPON THIS SUBDIVISION FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF.

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

12. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL AND COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

13. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS & COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14. TXDOT DRIVEWAY ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY ENTRANCE ONTO MONTE CRISTO RD. (F.M. 1925). TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT. THIS PERMIT WILL BE ISSUED BY THE CITY OF McALLEN. THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AND McALLEN HAVE AGREED FOR THE CITY OF McALLEN TO ISSUE ALL ENTRANCE PERMITS WITHIN THEIR CITY LIMITS AND EXTRA TERRITORIAL JURISDICTION (E.T.J.)

15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL ELECTRIC (LIGHT) AND WATER CLEARANCE. NO FINAL ELECTRIC (LIGHT) OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY THE COUNTY.

16. THE LOT IN RBA McALLEN (PEACH ST.) SUBDIVISION IS HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN OFF FROM LOT 1 IN RBA McALLEN (PEACH ST.) SUBDIVISION TO THE AREA DEPICTED ON THIS SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. OWNER(S) OF RBA McALLEN (PEACH ST.) SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW. AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOT COMPRISING RBA McALLEN (PEACH ST.) SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING LOT 1 OF RBA McALLEN (PEACH ST.) SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND THE LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN RBA McALLEN (PEACH ST.) SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAVE THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

17. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

18. DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING AND/OR DEVELOPMENT PERMIT STAGE PRIOR TO THE ISSUANCE OF FINAL ELECTRIC (LIGHT) AND WATER CLEARANCE.

19. STORMWATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON-SITE (DETENTION AREAS) AND RELEASED INTO AN APPROVED STORM SEWER SYSTEM AT THE PRE-DEVELOPMENT RATE FOR A 10-YEAR FREQUENCY STORM EVENT.

20. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ABOVE, IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN WHAT THE PLAT ENGINEER CONSIDERED FOR HIS/HERS CALCULATIONS AT THE TIME OF THIS SUBDIVISION.

INDEX TO SHEET OF RBA McALLEN (PEACH ST.) SUBDIVISION:

SHEET 1:
HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION CERTIFICATION, ATTESTATION, ENGINEERING & SURVEYOR'S CERTIFICATION; CITY APPROVAL CERTIFICATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATION; SANTA CRUZ IRRIGATION DISTRICT NO 15 APPROVAL; H.C.D.D. No 1. APPROVAL; HIDALGO COUNTY-RIGHT-OF-WAY DEPARTMENT CERTIFICATION; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.

SHEET 2:
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; CONSTRUCTION DETAILS; REVISION NOTES.

SHEET 3:
EXISTING SURVEY DATA WITH TOPOGRAPHY

COUNTY OF HIDALGO
DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	JUAN MARTINEZ	60 E. OPAL AVE.	GLENDALE HEIGHTS, IL 60139	(630) 774-8387	(630) 510-7007
ENGINEER	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR	ROBERTO N. TAMEZ	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

SANTA CRUZ IRRIGATION NO. 15
CERTIFICATE OF PLAT APPROVAL

THIS PLAT WAS APPROVED BY SANTA CRUZ IRRIGATION DISTICT NO. 15 ON THIS ___ DAY OF _____, 2012.

1) NO BUILDINGS ARE ALLOWED ON TOP OF AN IRRIGATION LINE.
2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL.
3) ALL LOTS SUBJECT TO RULES, REGULATIONS, RIGHTS-OF-WAY, AND EASEMENTS OF DISTRICT.
4) IF SUBDIVISION IS NOT EXCLUDED FROM THIS DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

_____ _____ _____ _____
PRESIDENT DATE SECRETARY DATE

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE EDINBURG, TX 78541 PH: (956) 381-0981 FAX: (956) 381-1839
227 N. F.M. 3167 BO GRANDE CITY, TX 78582 PH: (956) 487-5252 FAX: (956) 488-5591
ESTABLISHED 1947
www.meldenandhunt.com

DRAWN BY: CLEMENTE MENA DATE: 10-03-12
SURVEYED, CHECKED _____ DATE: _____
FINAL CHECK _____ DATE: _____

STATE OF ILLINOIS
COUNTY OF DUPAGE:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION.

I, JUAN MARTINEZ, AS OWNER OF THE 2.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RBA McALLEN (PEACH ST.) SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
JUAN MARTINEZ DATE
60 E. OPAL AVE.
GLENDALE HEIGHTS, IL 60139

STATE OF ILLINOIS
COUNTY OF DUPAGE:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JUAN MARTINEZ, AND PROVED TO ME THROUGH HIS ILLINOIS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN THE STATE OF ILLINOIS
MY COMMISSION EXPIRES:

CITY OF McALLEN
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED.

_____
MAYOR, CITY OF McALLEN DATE

ATTESTED BY:

_____ _____
CITY SECRETARY DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY, WHEREIN MY APPROVAL IS REQUIRED.

DATED THIS THE _____ DAY OF _____, 2012.

_____ _____
CHAIRMAN, PLANNING COMMISSION DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA McALLEN (PEACH ST.) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON: _____, 20____

_____ _____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA McALLEN (PEACH ST.) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

ATTEST:

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
KELLEY A. HELLER-VELA, P.E. # 97421
DATE PREPARED: 05-23-2012
ENGINEERING JOB No. 12060.00

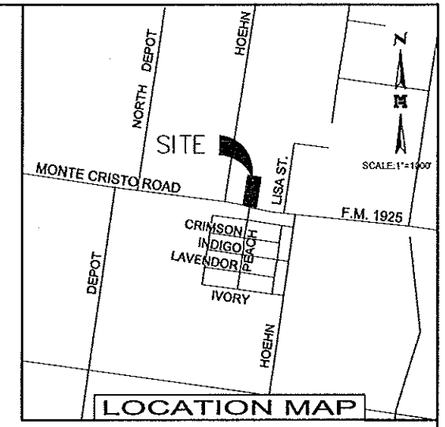
STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF RBA McALLEN (PEACH ST.) SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON JUNE 27, 2012 AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
ROBERTO N. TAMEZ, R.P.L.S. # 6238
DATE SURVEYED: 06-27-2012
F-934, PAGES 59, AND F-932, PAGE 59
SURVEY JOB No. 12060.00

STATE OF TEXAS
ROBERTO N. TAMEZ
6238
REGISTERED
PROFESSIONAL LAND SURVEYOR



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RBA McALLEN (PEACH ST.) SUBDIVISION IS LOCATED IN THE NORTH WESTERN AREA OF HIDALGO COUNTY, APPROXIMATELY 4.3 MILES WEST OF US HWY 281, ON THE NORTH SIDE OF MONTE CRISTO RD. THE NEARBY MUNICIPALITY IS THE CITY OF McALLEN. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY McALLEN (POPULATION 129,877 - 2010 CENSUS) RBA McALLEN (PEACH ST.) SUBDIVISION LIES APPROXIMATELY 0.5 MILE FROM THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

SUBDIVISION MAP OF
RBA McALLEN (PEACH ST.) SUBDIVISION

BEING A RESUBDIVISION OF
2.000 ACRES (87,118.934 S.F.)
CONSISTING OF 0.796 OF ONE ACRE (34,651.556 SQ.FT.) OUT OF LOT 97,
AND 1.204 ACRES (52,467.378 SQ.FT.) OUT OF LOT 98,
CITRUS PROPERTIES SUBDIVISION
AS RECORDED IN VOLUME 13, PAGE 23 H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 2.000 ACRES (87,118.934 SQUARE FEET) SITUATED IN HIDALGO COUNTY, TEXAS, CONSISTING OF 0.796 OF ONE ACRE (34,651.556 SQUARE FEET) BEING A PART OR PORTION OF LOT 97, CITRUS PROPERTIES SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 13, PAGE 23, HIDALGO COUNTY MAP RECORDS AND 1.204 ACRES (52,467.378 SQUARE FEET) BEING A PART OR PORTION OF LOT 98 OF SAID CITRUS PROPERTIES SUBDIVISION; SAID 2.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 97 AND THE SOUTHWEST CORNER OF SAID LOT 98, AND WITHIN THE RIGHT-OF-WAY OF MONTE CRISTO ROAD - F.M. 1925;

THENCE, N 80°54'29" W ALONG THE SOUTH LINE OF SAID LOT 97 AND WITHIN THE R.O.W. OF MONTE CRISTO ROAD (FM 1925), A DISTANCE OF 79.55 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 09°22'31" E AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR FOUND (NORTHING: 16651076.5573, EASTING: 1077876.6501) ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF MONTE CRISTO ROAD - F.M. 1925 AS RECORDED IN VOLUME 698, PAGE 231, HIDALGO COUNTY DEED RECORDS, AT A DISTANCE OF 75.00 FEET PASS THE DEDICATED RIGHT-OF-WAY LINE FOR MONTE CRISTO ROAD - F.M. 1925 ACCORDING TO THE HIDALGO COUNTY THOROUGHFARE PLAN, CONTINUING A TOTAL DISTANCE OF 435.60 FEET TO A NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

2. THENCE, S 80°54'29" E AT A DISTANCE OF 79.55 FEET PASS THE EAST LINE OF SAID LOT 97 AND THE WEST LINE OF SAID LOT 98, CONTINUING A TOTAL DISTANCE OF 200.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16651435.2788, EASTING: 1078138.5806) FOR THE NORTHEAST CORNER OF THIS TRACT;

3. THENCE, S 09°22'31" W AT A DISTANCE OF 360.60 FEET PASS THE DEDICATED RIGHT-OF-WAY LINE FOR MONTE CRISTO ROAD - F.M. 1925 ACCORDING TO THE HIDALGO COUNTY THOROUGHFARE PLAN, AT A DISTANCE OF 395.60 FEET PASS A NO. 4 REBAR FOUND (NORTHING: 16651044.9635, EASTING: 1078074.1373) ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF MONTE CRISTO ROAD - F.M. 1925, CONTINUING A TOTAL DISTANCE OF 435.60 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 98, FOR THE SOUTHEAST CORNER OF THIS TRACT;

4. THENCE, N 80°54'29" W (N 81° W PLAT CALL) ALONG THE SOUTH LINES OF SAID LOTS 98 AND LOT 97 AND WITHIN THE R.O.W. OF MONTE CRISTO ROAD (FM 1925), AT A DISTANCE OF 120.45 FEET PASS THE SOUTHWEST CORNER OF SAID LOT 98 AND THE SOUTHEAST CORNER OF SAID LOT 97, CONTINUING A TOTAL DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.000 ACRES (87,118.934 SQUARE FEET), OF WHICH 0.184 OF ONE ACRE (8,000.000 SQUARE FEET) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MONTE CRISTO ROAD - F.M. 1925, LEAVING AN EXISTING NET OF 1.816 ACRES (79,118.934 SQUARE FEET) OF WHICH 0.161 OF ONE ACRE (7,000.000 SQUARE FEET) LIES WITHIN THE HEREBY DEDICATED ADDITIONAL ROAD RIGHT-OF-WAY, LEAVING A NET OF 1.655 ACRES (72,118.934 SQUARE FEET) OF LAND, MORE OR LESS.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-30-2012

PROPOSED **HUISACHE ACRES No.9** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **MELDEN AND HUNT INC.** DEVELOPER: **RICK D. HARDBISON.**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **25** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **8** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of Sioux Road approximately ¼ mile east of Tower Road.**

SUBDIVISION LIES WITHIN THE:
- ☐ *The rural area of the County.*
- ☐ *ETJ of _____ and was approved administratively by said City.*
- ☒ *ETJ of **Alamo** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-26-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"C" (Shaded)** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Located North adjacent to subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on Sioux Rd. by this plat.**

H.C.R.O.W.APPROVED DATE: **10-05-2012** : By, **Roy Gonzales** R.O.W. AGENT

SEWER SYSTEM:
- ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**
- ☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____
- ☐ SANITARY SEWER BY: _____ LINE SIZE: ___ LOCATION: _____ .

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Sioux Road.**

H.C.O.E.C. APPROVED DATE: **09-09-2012 .**: By **Ann Marie De La Fuente, Administrative Assistant**

☐ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

☒ **LARGE CONSTRUCTION**

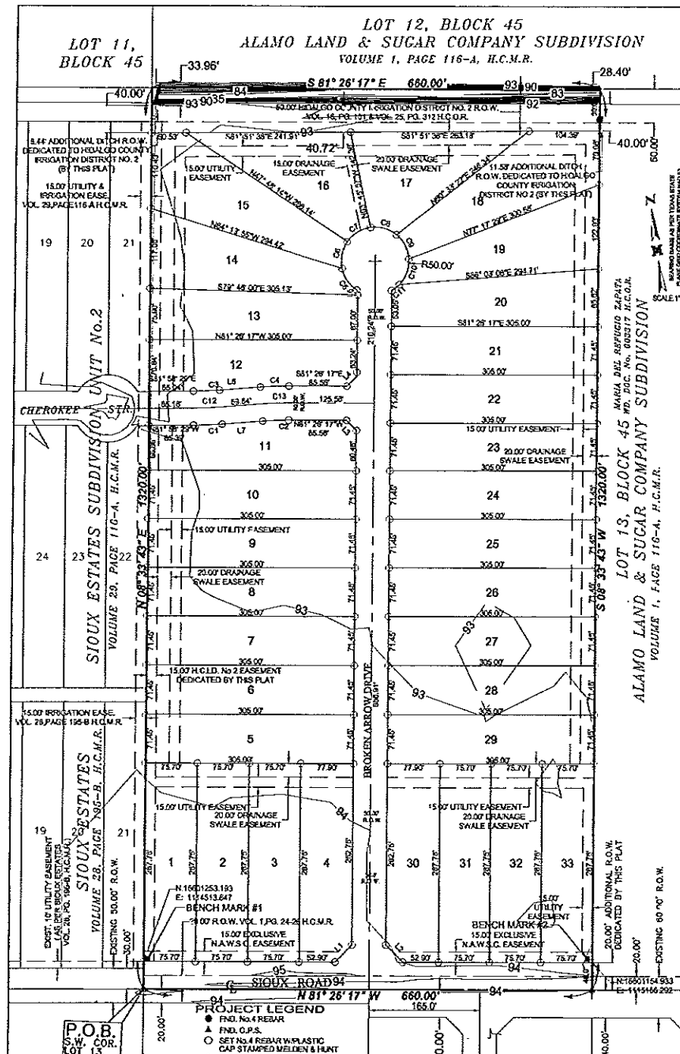
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:
- ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS
- ☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*
  Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:
- ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Alamo.**
- ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*
- ☐ **Final Approval** *subject to recommendations other departments*
- ☐ **Final Approval** *with financial guarantee.*

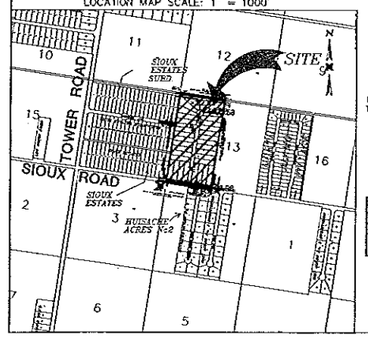
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SUBDIVISION MAP OF HUISACHE ACRES #9

BEING A RESUBDIVISION OF THE WEST 20.000 ACRES OUT OF LOT 13, BLOCK 45 ALAMO LAND & SUGAR COMPANY SUBDIVISION VOLUME 1, PAGE 24-26, H.C.M.R. HIDALGO COUNTY, TEXAS.

LOCATION MAP SCALE: 1" = 1000'



SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, ENGINEERING CERTIFICATION; APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES. IRRIGATION DISTRICT, H.C.I.D. No. 1, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NAWSC CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES REVISION NOTES, CONSTRUCTION DETAILS.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE OFF: (956) 381-0981
EDINBURG, TX 78541 FAX: (956) 381-1839
227 N. FM. 3167 OFF: (956) 467-8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488-8591
E-MAIL: mail@meldenandhunt.com ESTABLISHED 1947

DRAWN BY: CJRO	DATE:	
IRRIGATION, CHECKED	DATE:	
SURVEYED, CHECKED	DATE:	
FINAL CHECK	DATE:	

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RICK D. HARBISON RHTJ PROPERTIES, LTD	P.O. BOX 1221	WESLACO, TX 78599	(956) 702-0323	(956) 447-1424
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF MAKING REPAIRS AS NEEDED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE

_____ DAY OF _____, 20 ____

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED RICK D. HARBISON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20 ____

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

DESCRIPTION OF HUISACHE ACRES #9
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 20.000 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING THE WEST 20.000 ACRES OF LOT 13, BLOCK 45, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, HIDALGO COUNTY MAP RECORDS, WHICH SAID 20.000-ACRE TRACT WAS CONVEYED TO ARTHUR R. KLANG, JR. AND MARCHIA E. KLANG, TRUSTEES, BY VIRTUE OF A WARRANTY DEED DATED NOVEMBER 13, 1990, RECORDED IN VOLUME 2999, PAGE 488, HIDALGO COUNTY OFFICIAL RECORDS, SAID 20.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET (NORTHING: 16021253.638, EASTING: 1114507.882) AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 45, ALAMO LAND AND SUGAR COMPANY SUBDIVISION FOR THE SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, NORTH 00 DEGREES, 33 MINUTES, 43 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 13, BLOCK 45 AND THE EAST LINES OF SIOUX ESTATES SUBDIVISION UNIT NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 28, PAGE 116-B, HIDALGO COUNTY MAP RECORDS, AND SIOUX ESTATES SUBDIVISION UNIT NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29, PAGE 116-A, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 20.00 FEET PASS THE EXISTING NORTH RIGHT-OF-WAY LINE OF SIOUX ROAD, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR SET (NORTHING: 16021253.193, EASTING: 1114513.647) FOR THE FUTURE NORTH RIGHT-OF-WAY LINE OF SIOUX ROAD ACCORDING TO THE HIDALGO COUNTY THOROUGHFARE PLAN, AT A DISTANCE OF 1220.00 FEET PASS A NO. 4 REBAR FOUND FOR THE SOUTH LINE OF AN HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT-OF-WAY, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 13, BLOCK 45, FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, SOUTH 81 DEGREES, 26 MINUTES, 17 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 13, BLOCK 45, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, SOUTH 08 DEGREES, 33 MINUTES, 43 SECONDS WEST, AT A DISTANCE OF 45.00 FEET PASS A NO. 4 REBAR FOUND, AT A DISTANCE OF 53.00 FEET PASS A NO. 4 REBAR SET FOR THE SOUTH LINE OF AN HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT-OF-WAY, AT A DISTANCE OF 1280.00 FEET PASS A NO. 4 REBAR SET (NORTHING: 16001154.933, EASTING: 1115156.292) FOR THE FUTURE NORTH RIGHT-OF-WAY LINE OF SIOUX ROAD ACCORDING TO THE HIDALGO COUNTY THOROUGHFARE PLAN, AT A DISTANCE OF 1300.00 FEET PASS AN IRON PIPE FOUND (NORTHING: 16001134.733, EASTING: 1115153.261) FOR THE EXISTING NORTH RIGHT-OF-WAY LINE, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF SAID LOT 13, BLOCK 45, FOR THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, NORTH 81 DEGREES, 28 MINUTES, 17 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK 45 AND WITHIN THE RIGHT-OF-WAY OF SIOUX ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.000 ACRES OF LAND MORE OR LESS, SAVE AND EXCEPT 0.738 OF ONE ACRE CLAIMED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ALONG THE NORTH 55.00 FEET, LEAVING 19.242 ACRES GROSS, OF WHICH 0.303 OF ONE ACRE LIES IN THE EXISTING RIGHT-OF-WAY OF SIOUX ROAD, AND 0.303 OF ONE ACRE LIES IN THE FUTURE ADDITIONAL RIGHT-OF-WAY ACCORDING TO THE HIDALGO COUNTY THOROUGHFARE PLAN, LEAVING A NET OF 18.636 ACRES OF LAND, MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

HUISACHE ACRES #9 IS LOCATED IN THE SOUTH CENTRAL PART OF HIDALGO COUNTY ON THE NORTH SIDE OF SIOUX ROAD, APPROXIMATELY 1320 FEET EAST OF ITS INTERSECTION WITH SIOUX ROAD AND TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY ALAMO (POPULATION 18,353). HUISACHE ACRES #2 LIES APPROXIMATELY 1000 FEET FROM THE CITY LIMITS (AND IS WITHIN THE 2 - MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 2.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "C"
   ZONE "C" DEFINED "AREAS OF MINIMAL FLOODING", COMMUNITY PANEL NO 480334 0425 C MAP REVISED NOVEMBER 16, 1982.
   ZONE "C" COMMUNITY—PANEL NO. 480334 0425 C MAP REVISED NOVEMBER 16, 1982. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
   COMMUNITY—PANEL NO. 480334 0425 C MAP REVISED NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
   FRONT: 25.00 FEET. CUL-DE-SAC 25 FEET.
   FRONT: 40.00 FEET ON SIOUX ROAD
   FRONT: 18.00 FEET GARAGE
   REAR: 35.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 5.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET
3. NO MORE THAN ONE—SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 THROUGH 29.
5. GENERAL NOTE FOR COMMERCIAL LOTS:
   LOTS 1 THROUGH 4 & 30 THROUGH 33 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 THROUGH 4 & 30 THROUGH 33 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT, ENVIRONMENTAL OFFICE AND COMPLIANCE AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
7. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   —>SET M. NO. 1—ELEV. 94.87 N.G.V.D. 29 DESCRIPTION: MM MONUMENT SET IN CONCRETE LOCATED AT THE SOUTHWEST CORNER OF LOT 1.
   —>SET M. NO. 2—ELEV. 94.05 N.G.V.D. 29 DESCRIPTION: MM MONUMENT SET IN CONCRETE LOCATED AT THE SOUTHEAST CORNER OF LOT 33.
8. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 31.468 CUBIC—FEET 0.733 ACRE—FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION OR ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO OBTAIN AND ACCOMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
9. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
11. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. AN OFF—STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
14. ON—SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON—SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSORPTIVE DRAIN FIELD SYSTEM
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
15. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
16. RICK D. HARBISON (PRESIDENT) , THE OWNER & SUBDIVIDER OF HUISACHE ACRES #9, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO 2 OF THIS PLAT.
17. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM (SIOUX ROAD) ON TO LOTS 1 THROUGH 4 AND 30 THROUGH 33. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 & 2, 3 & 4, 30 & 31, 32 & 33 TO PROVIDE INGRESS AND EGRESS FROM (SIOUX ROAD).
18. ALL LOTS IN (HUISACHE ACRES #9) ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN (HUISACHE ACRES #9) TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF (HUISACHE ACRES #9) THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (HIDALGO), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT No. 1") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING (HUISACHE ACRES #9) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN (HUISACHE ACRES #9), THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN (HUISACHE ACRES #9) ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #9 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ . _____ .

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

CITY OF ALAMO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(D)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #9 WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALAMO ON _____ . _____ .

_____ DATE
MAYOR OF THE CITY ALAMO

ATTEST: _____ DATE
SECRETARY OF THE CITY OF ALAMO

CITY OF ALAMO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(D)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #9 WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF ALAMO ON _____ .

_____ DATE
P&Z CHAIRMAN OF THE CITY OF ALAMO

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #9 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____ DAY OF _____, 20 ____ .

_____ DATE
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HUISACHE ACRES #9 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ DAY OF _____, 20 ____ .

_____ DATE
ENVIRONMENTAL HEALTH DIVISION MANAGER

Parcel Area Table		
Parcel #	SQ. FT.	Area
1	21782.87	0.500
2	21782.87	0.500
3	21782.87	0.500
4	22103.23	0.507
5	21782.25	0.500
6	21782.25	0.500
7	21782.25	0.500
8	21782.25	0.500
9	21782.25	0.500
10	21782.25	0.500
11	21790.29	0.500
12	21791.92	0.500
13	21792.13	0.500
14	22258.51	0.511
15	25748.13	0.591
16	21958.73	0.504
17	22185.05	0.509
18	25827.92	0.588
19	22464.79	0.516
20	22508.75	0.512

Parcel Area Table		
Parcel #	SQ. FT.	Area
21	21782.25	0.500
22	21782.25	0.500
23	21782.25	0.500
24	21782.25	0.500
25	21782.25	0.500
26	21782.25	0.500
27	21782.25	0.500
28	21782.25	0.500
29	21782.25	0.500
30	22103.22	0.507
31	21782.88	0.500
32	21782.87	0.500
33	21782.88	0.500

Parcel Line Table		
Line #	Length	Direction
L1	35.36'	N53° 33' 43"E
L2	35.36'	S36° 26' 16"E
L3	21.21'	N56° 26' 17"W
L4	21.21'	N33° 33' 43"E
L5	8.77'	N08° 32' 41"E
L6	69.52'	S88° 02' 14"E
L7	69.99'	N88° 02' 06"W

Curve Table						
Curve #	Length	Radius	Delta

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

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **OCTOBER 17, 2012**

Re: **GUAJARDO ACRES SUBDIVISION – PCT. 1**

ON SEPTEMBER 4, 2012, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTC TANK SYSTEM.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Aug. 20 2012

Received of: Debbie E. Lopez Alvarado $1500.00

One thousand five hundred + 00/100 – Dollars

Subdivision: Alvarado Subdv.

Cash Cash Check # 3202900309 M.O. # _____

Received by: Ylda C Gallego

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 68789 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

○ UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

○ SUBDIVISION FEES
Acct # - 1100-341-30-210-003-0-000
Filing/Review Fee _____
2% Inpsection Fee _____
Maps _____
Subd. Rules Book _____
Other _____
TOTAL

○ ESCROW
Acct # - 1100-341-30-210-003-0-000
1/3 Paving _____
Septic Tank - 1500.00
Other _____
TOTAL 1500.00

P.O Box 2231, Elsa, TX. 78543

0032029 Office AU # | 11-24 1210(8) | TRDL 2007 11-24-77

CASHIER'S CHECK 3202900309

Operator I.D.: tx002399 tx006363

PAY TO THE ORDER OF ***HIDALGO COUNTY *** August 16, 2012

One thousand five hundred dollars and no cents **$1,500.00**

WELLS FARGO BANK, N.A.
2808 W TRENTON RD
EDINBURG, TX 78539
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 1,500.00

Richard Levy
CONTROLLER

⑈3202900309⑈ ⑆122000248⑆4861 51283⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

OCTOBER 15, 2012

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: GUAJARDO ACRES SUBDIVISION

Dear Mr. Sesin:

According to our records lot **1** of **1** in **GUAJARDO ACRES SUBDIVISION** has a septic tank system installed and can be expected to function properly. **GUAJARDO ACRES SUBDIVION** is located on MILE 4 & MILE 14 in Weslaco Tx..

Sincerely,

Roberto Serna
Environmental Health
Executive Assistant

AI-34856 **Precinct #3 18. A.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Pct. 3 BCAP/ Rd Maintenance (1200):
1. Approval to authorize supplemental pay to one (1) Assistant Field Operations Director position, slot no. 0079 (R&B), in the amount of $3,167.00 from Pct. 3 BCAP (slot no. A006) and pay allowance to employee no. 160814, effective next full pay period.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2- 1200-431-00-125-028-0-XXX

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

BUDGETARY IMPACT:

Funds for supplemental pay (allowance) and related fringe benefit expenditures available from BCAP lapsed funding as of 10/19/12. See attached salary analysis. Pending approval of interdepartmental transfer.

Attachments

salary analysis

transfer

fiscal note

PAR

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/19/2012 04:16 PM
Rosalinda Cantu	Merlen P. Munoz	10/19/2012 04:22 PM
Sylvia Solis	Sylvia Solis	10/19/2012 05:02 PM
Auditor's Office	Angela Garcia	10/24/2012 01:22 PM
Sylvia Solis	Sylvia Solis	10/25/2012 01:38 PM
Rosalinda Cantu	Rosie Cantu	10/25/2012 04:23 PM
Purchasing Department	Marty Salazar	10/25/2012 04:46 PM

Form Started By: Sylvia Rios Started On: 10/19/2012 04:08 PM

Final Approval Date: 10/25/2012

BORDER COLONIA ACCESS PROG

SALARIES ANALYSIS WORKSHEET

As of 10/19/2012

Acct No: 2-1200-431-00-125-028-0-XXX

Object Code	Acct. Description	2012 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year *	Available Balance	Lapsed Salaries & Fringes
113	REG F/T EMPLOYEES	$78,783.00	$3,030.12	6.1	$18,483.70	$26,471.80	$7,988.10
115	LONGEVITY PAY	$1,500.00	$62.50	4.0	$250.00	$312.50	$62.50
211	HEALTH INSURANCE	$12,492.00	$520.50	4.0	$2,082.00	$2,776.00	$694.00
212	LIFE INSURANCE	$81.00	$6.75	2.0	$13.50	$18.00	$4.50
220	FICA	$6,026.90	$231.80	6.1	$1,414.00	$3,360.71	$1,946.71
230	RETIREMENT	$7,838.91	$301.50	6.1	$1,839.13	$4,202.18	$2,363.05
TOTAL		**$106,721.81**	**$4,153.17**		**$24,082.34**	**$37,141.19**	**$13,058.85**

Please Note: Analysis is based on actual expenditures. In addition, lapsed salaries and fringes are based on one (1) vacant Colonia Access Program Coordinator position, slot no. 0004 not filled through December 2012.

DATE: October 24, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 3 BCAP

ACCOUNT NUMBER: 2-1200-431-00-12X-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
2-1200-431-00-125-028-0- 113	BCAP - REG F/T EMPLOYEES	($625.53)
TO		
2-1200-431-00-123-019-0- 117	PCT 3 BCAP - SUPPLEMENTAL PAY	$497.50
2-1200-431-00-123-019-0- 211	PCT 3 BCAP - HEALTH INSURANCE	$37.73
2-1200-431-00-123-019-0- 212	PCT 3 BCAP - LIFE INSURANCE	$0.25
2-1200-431-00-123-019-0- 220	PCT 3 BCAP - FICA	$38.06
2-1200-431-00-123-019-0- 230	PCT 3 BCAP - RETIREMENT	$49.50
2-1200-431-00-123-019-0- 250	PCT 3 BCAP - UNEMPLOYMENT COMP	$2.49
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the prorated supplemental pay and related fringe benefit expenditures for one (1) Assistant Field Operations Director position, slot no. A006, in the amount of $3,167.00 annually.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

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 30, 2012** **Agenda Item:** 34856

Summary of request/proposal:
PCT. 3 BCAP (1200):
Approval to authorize supplemental pay to one (1) Assistant Field Operations Director position, slot no. 0079 (R&B), in the amount of $3,167.00 from Pct. 3 BCAP (slot no. A006) and pay allowance to employee no. 160814, effective next full pay period.

Position		Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	ASSISTANT FIELDS OPERATIONS DIRECTOR	A006	117	0.00	3,167.00	3,167.00
				0.00	3,167.00	3,167.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-123-019-0-	117	PCT 3 BCAP -	SUPPLEMENTAL PAY	$497.50
2-1200-431-00-123-019-0-	211	PCT 3 BCAP -	HEALTH INSURANCE	$37.73
2-1200-431-00-123-019-0-	212	PCT 3 BCAP -	LIFE INSURANCE	$0.25
2-1200-431-00-123-019-0-	220	PCT 3 BCAP -	FICA	$38.06
2-1200-431-00-123-019-0-	230	PCT 3 BCAP -	RETIREMENT	$49.50
2-1200-431-00-123-019-0-	250	PCT 3 BCAP -	UNEMPLOYMENT COMP	$2.49
2-1200-431-00-123-019-0-	260	PCT 3 BCAP -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$625.53

2013 Budgetary Impact: $3,981.98

Possible Funding Sources: BORDER COLONIA ACCESS PROGRAM FUNDS (pending approval of interdepartmental transfer)

Comments:

Hidalgo Co. Budget Office
2/3/2005

RECEIVED
OCT 24 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct #3 BCAP #123 **DATE:** 10-24-12

CURRENT POSITION TITLE: **CURRENT SLOT. #:** A006

REQUESTED POSITION TITLE: Assistant Field Operation Director 019-006
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Authorize Supplemental pay

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 3167.00 (Proposed Budgeted Salary) $ 3,167.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other BCAP Funds

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:

10-30-12		Mon. - Fri. 8:00 to 5:00PM	40	
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)

Supplemental pay for work related to Border Colonia Access Program. Additional duties related to paving, caliche and driveway projects.

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

Job Description Attached

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10-24-2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	10.24.12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/24/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

COMMISSIONER COURT

2012 SALARY SCHEDULE

2-1200-431-00-123-019-0

AI - 34856

PCT 3 BCAP

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					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT FIELD OPERATIONS DIRE	$6,083.00	$0.00	$6,083.00	0	$0.00	$0.00	$6,083.00	$6,083.00	$60.15	$0.00	$0.00	$0.00	$0.00	$6,143.15
0002	113	EXECUTIVE ASST	$4,835.00	$0.00	$4,835.00	0	$0.00	$0.00	$4,835.00	$4,835.00	$51.33	$0.00	$0.00	$0.00	$0.00	$4,886.33
0003	113	COORDINATOR	$3,375.00	$0.00	$3,375.00	0	$0.00	$0.00	$3,375.00	$3,375.00	$57.61	$0.00	$0.00	$0.00	$0.00	$3,432.61
0005	113	INVOICE CLERK	$2,493.00	$0.00	$2,493.00	0	$0.00	$0.00	$2,493.00	$2,493.00	$33.80	$0.00	$0.00	$0.00	$0.00	$2,526.80
		AUTHORIZE THE FOLLOWING SUPPLEMENTAL PAY											**$3,167.00**			
A006	**113**	**ASSISTANT FIELDS OPERATIONS DIRECTOR**	**$0.00**	**$0.00**	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**~~$0.00~~**	**$0.00**	**$0.00**	**$0.00**
			$16,786.00	$0.00	$16,786.00		$0.00	$0.00	$16,786.00	$16,786.00	$202.89	$0.00	$3,167.00	$0.00	$0.00	$16,988.89

Approval to authorize supplemental pay in the amount of $3,167.00 for one (1) Assistant Field Operations Director position, slot no. 0006 and pay allowance to employee no. 160814, effective next full pay period.
All personnel actions pending CC approval.

AI-34956 **Budget and Management 19. A. 1.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Stephanie Palacios **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

District Clerk (1238):
Approval of 2012 appropriation of funds for the County Records Management & Preservation Fund (1238) in the amount of $35,445.00 to fund records storage and retrieval services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $35,445.00 for contractual services to CTC Distribution Ltd. Funds available in unreserved fund balance as of 10/25/12.

Attachments

Budget Appropriation

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	10/26/2012 09:22 AM
Budget & Management	Merlen P. Munoz	10/26/2012 09:58 AM
Ivan Cantu	Ivan Cantu	10/26/2012 11:34 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Sylvia Solis Started On: 10/25/2012

Final Approval Date: 10/26/2012

DATE: October 25, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for DC County Record Mgmt

ACCOUNT NUMBER: 2-1238-412-00-090-003-0-350

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1238-412-00-090-003-0-350	DC COUNTY REC MGMT - OTHER SERVICES	35,445.00
	TOTAL BUDGET INCREASE (DECREASE)	**35,445.00**

REASON: To appropriate funds for CTC Distributing LTD for records storage and retrieval services.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-34964 **Budget and Management 19. A. 2.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 Drainage Improvement Project (1200):
a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement Project labor reimbursements.
b. Approval of 2012 appropriation of funds for the Pct. 1 Drainage Improvement Project (program 052) in the amount of $20,339.31 to fund payroll expenditures.

BACKGROUND

Pct. 1 Drainage Improvement labor reimbursements were posted by Auditors office for the month of Sept. 2012 (PP #18 & 19).

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-052-0-XXX

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

BUDGETARY IMPACT:

2012 Appropriation of funds in relation to Pct. 1 Drainage Improv. Proj. labor reimbursements for the month of Sept. 2012 (PP #18 & 19) in the amount of $20,339.31.

Revenue acct #2-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc-Drain Reim." Total actual YTD labor reimbursements from Jan.-Sept. 2012 (PP #1-19) are $195,219.46

Attachments

cert of revenues

appropriation

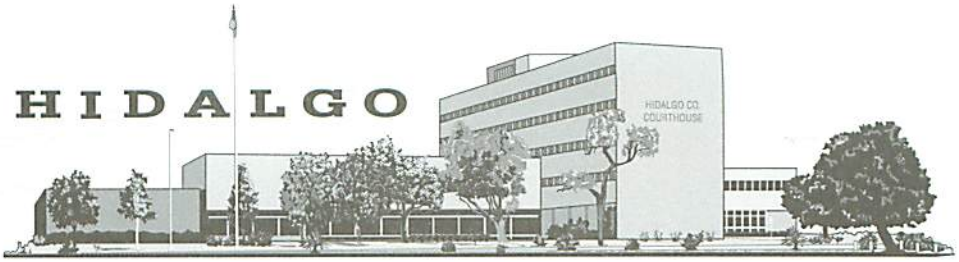
Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/26/2012 01:43 PM
Budget & Management	Merlen P. Munoz	10/26/2012 01:46 PM
Erika Zamora	Erika Zamora	10/26/2012 04:20 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Ivan Cantu Started On: 10/25/2012

Final Approval Date: 10/26/2012

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 26, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage improvement labor reimbursements in amount of $20,339.31 for Precinct No. 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/12
Date

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Account Inquiry - FAINQ01A 5/17/12 9:00 am

Account No 2-1200-360-00-121-002-0-000 Accounting Period 13 Period YTD 302902 pq 10 1 0 -1

Acct. Year 2 Previous Year Info. Description R&B PCT.1-MISC-DRAIN REIM

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Reapts/Ir

Reference No	Date	User	Description	Batch	Period	Amount
JE-24886	10-22-12	BTIJERINA	RCL SAL&FRNG 2 FD1342 9/12 FORCE LABOR	2511	10	20,339.31
JE-24313	09-28-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-8/12 FORCE LABOR	2185	09	18,195.84
JE-24076	09-20-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-7/12 FORCE LABOR	29935	09	21,319.81
JE-23249	08-09-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-5/12 FORCE LABOR	29211	08	19,522.35
JE-22632	07-11-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-5/12 FORCE LABOR	28573	07	24,557.63
JE-22580	06-30-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-4/12 FORCE LABOR	28631	06	23,574.82
JE-21839	05-24-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-3/12 FORCE LABOR	27925	05	24,811.28
JE-21734	05-17-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-2/12 FORCE LABOR	27817	05	26,781.08
JE-20865	03-16-12	BTIJERINA	RCL SAL&FRNG 2 FD1342-1/12 FORCE LABOR	26812	03	16,117.34

Amount 195,219.46

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer

Date: Thursday, October 25, 2012

Subject: Pct. 1 Drainage Labor Reimbursements Certification of Revenues

Cc: Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Delia Orellana, Financial Accounting Supervisor
Dina Trevino, Assistant Budget Officer
Damaris SanMiguel, Director, Budget Management Division
Rey Salazar, Director, Strategic Planning Division

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the Pct. 1 Drainage Improvement labor reimbursements for the month of September 2012 (PP #18 & 19).

The drainage labor reimbursements recorded by your office for the month of September 2012 total $20,339.31. The revenue account the reimbursements are posted on is 2-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc.-Drain Reim." These monies will be appropriated to fund the Pct. 1 Drainage Improvement payroll expenditures, which are expensed out of the R & B fund.

Please be advised that as of today, we have submitted the Pct. 1 Drainage Improvement documentation for the month of October 2012 (PP #20 & 21) via email to your office for review and posting.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

DATE: October 30, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement Proj.

ACCOUNT NUMBER: 2-1200-431-00-121-052-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2012
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-052-0-	113	Pct. 1 Drain. Improv. Prj.	Reg. F/T Employees	15,398.89
2-1200-431-00-121-052-0-	115	Pct. 1 Drain. Improv. Prj.	Longevity Pay	93.56
2-1200-431-00-121-052-0-	211	Pct. 1 Drain. Improv. Prj.	Health Insurance	2,023.76
2-1200-431-00-121-052-0-	212	Pct. 1 Drain. Improv. Prj.	Life Insurance	12.20
2-1200-431-00-121-052-0-	220	Pct. 1 Drain. Improv. Prj.	FICA	1,151.20
2-1200-431-00-121-052-0-	230	Pct. 1 Drain. Improv. Prj.	Retirement	1,541.72
2-1200-431-00-121-052-0-	250	Pct. 1 Drain. Improv. Prj.	Unemployment Comp.	117.98
2-1200-360-00-121-002-0-	*000*	*R & B Pct. 1-Misc.*	*Drain Reim.*	*20,339.31*
			TOTAL BUDGET INCREASE (DECREASE)	**20,339.31**

REASON: Appropriation of funds for the Pct. 1 Draiange Improvement labor reimbursement revenues for the month of Sept. 2012 (PP #18-19).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-34769 **Purchasing Department 20. A. 3.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the five (5) responses received for: RFQ-2012-176-09-05-CGA-"Pool of Professional Consultants to Seek Funding and Assistance through Federal and State Agencies, Private Sector(s) and Other Sources" on an as needed basis for Hidalgo County.

BACKGROUND

Pool effective dates from: October 30, 2012 thru October 31, 2014.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each elected office, department, progra or agency would need to provide for funding for services.

No funding required at this phase of procurement process. Services would be on an as needed basis.

Attachments

Participation Sheet

Acceptance Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/24/2012 05:08 PM
Budget & Management	Merlen P. Munoz	10/25/2012 08:06 AM
Rosalinda Cantu	Rosie Cantu	10/26/2012 01:25 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Gricelda Villarreal Started On: 10/16/2012

Final Approval Date: 10/26/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFP-Q PACKETS

IBF-RFB-RFP-RFQ-RFP-Q-RFI

RFP-Q ACCEPTANCE DATE: September 5, 2012 **RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFP-Q DESCRIPTION: "Pool Of Prof. Consultants To Seek Federal Funding And Assistance Through Federal And State Agencies, Private Sector(S) And Other Sources For Hidalgo County" (Including Other Funding Sources)

RFP-Q NO: 2012-176-09-05-CGA

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFP-Q REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01.	Guzman & Munoz Daisy	Email	CGA receptionist@gmes.biz	8-20-12	2020 E. Expressway 83 Mercedes, Texas 78570 956-565-4637
02.	Hollis Ruttledge and Assos. Sheila M Valles-Pantratz	Email	CGA hollis@rutledge-associates.com	8-20-12	414 N. Mayberry Mission, Tx 78572 956-583-0002
03.	Dos Logistics Celina Garza Denisha Thompson	Email	CGA celinagarza@doslogistics.com denishathompson@doslogistics.com	8-20-12	24114 FM 2556 La Feria, Tx 78593 956-266-8770 (Cell) 956-797-4601
04.	Cristina Trejo-Vasquez	Email	CGA msiconsult@aol.com	8-20-12	
05.	Vazaldua & Associates Paul Vazaldua	Email	CGA Paulmv555@yahoo.com	8-20-12	
06.	SDI Engineering Olga	Email	CGA olewis@sdi-engineering.com	8-22-12	1703 W. Owassa Rd. Edinburg, Texas 78539 956-783-7634
07.	Tedsi Infrastructure Group Craig F. Stong, P.E.	Email	CGA cstong@tedsi.com	8-22-12	1201 E. Expressway 83 Mission, Texas 78572 956-424-7898
08.	RPS Group PLC Thomas W. Mountz, P.E.	Email	CGA Tom.mountz@rpsgroup.com	8-23-12	4801 Southwest Parkway, Parkway 2, Ste. 150 Austin, Texas 78735 1-512-326-5659
09.	Poisinelli Shugart PC Susan McAvoy	Email	CGA smcavoy@poisinelli.com	8-23-12	1152 15th Street, NW, Ste. 100 Washington, DC 20005 202-626-8351
10.	Raba-Kistner Consultants Norma E. Salazar	Email	CGA nsalazar@rkci.com	8-20-12	800 E. Hackberry Avenue McAllen, Texas 78501 956-682-5332

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)/BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFP-Q PACKETS

IBF-RFB-RFP-RFQ-RFP-Q-RFI

RFP-Q ACCEPTANCE DATE: September 5, 2012 **RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFP-Q DESCRIPTION: "Pool Of Prof. Consultants To Seek Federal Funding And Assistance Through Federal And State Agencies, Private Sector(S) And Other Sources For Hidalgo County" (Including Other Funding Sources)

RFP-Q NO: 2012-176-09-05-CGA

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFP-Q REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
11.	Llano Grande Center Orlando Salinas	IP	CGA Orlando.salinas@llanogrande.org	8-23-12	PO Box 340 Edcouch, Texas78538 956-262-4474
12.	Zwerling, Schachter & Zwerling, LLP Shaye J. Fuchs, Esq.	Email	CGA sfuchs@zsz.com	8-23-12	990 Stewart Ave., Ste. 600 Garden City, NY 11530 1-516-832-9600
13.	Chambers, Conlon & Hartwell LLC Alice Post	Email	CGA Alice.post@cch-llc.com	8-23-12	500 New Jersey Ave., NW Ste 400 Washington, DC 20001
14.	The Mitigation Specialist, Inc. of Texas Christopher K. Berti	Email	CGA ckberti@themitigationspecialists.net	8-23-12	3159 La Quinta Drive Missouri City, TX 77459 505-690-4418
15.	Aronax Public Strategies, LLC Fred E. Starzyk	Email	CGA fstarzyk@aronnaxllc.com	8-23-12	300 New Jersey Ave., NW Ste 900 Washington, DC 20001 202-595-3550
16.	Hollis Rutledge and Associates Frank San Martin	Email	CGA Franksanmartin.rutledge@gmail.com	8-23-12	523 N. Conway, Ste. 3 Mission, Texas 78572 956-583-0002
17.	S&B Infrastructure, Ltd. Denise "De" White	Email	CGA Dwhite1@sbinfra.com	8-24-12	3535 Sage Road Houston, Texas 77056 713-845-4937
18.					
19.					
20.					

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: **Hidalgo County**

PROPOSAL ACCEPTANCE DATE: SEPTEMBER 5, 2012 | PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: "**Pool Of Prof. Consultants To Seek Federal Funding And Assistance Through Federal And State Agencies, Private Sector(s) And Other Sources For Hidalgo County" (Including Other Funding Sources)**

PROPOSAL NO: 2012-176-09-05-CGA

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#01	Parc Resources Mission, Texas	√√
#02	J G Ortiz Consulting Weslaco, Texas	√√
#03	Guzman & Munoz Engineering and Surveying, Inc. Mercedes, Texas	√√
#04	Hollis Rutledge and Associates, Inc. Mission, Texas	√√
#05	The Midigation Specialists, Inc. Missouri City, Texas	√√
#06		
#07		
#08		
#09		
#10		

AI-34914 **Purchasing Department** **20. A. 4.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Ratification by CC (of the request by 370th District Court) to be provided a copy of sole response received so as to proceed to grade/score (in the interest of time due to grant deadlines) the RFP: No.: 2012-226-10-24-CGA-Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County" including the assignment/designation of additional graders (if CC so wishes).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1286-421-25-007-002-3-350

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

BUDGETARY IMPACT:

Funds available as of 10/30/12.

Attachments

Participation-Acceptance Sheets

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/26/2012 12:13 PM
Budget & Management	Merlen P. Munoz	10/26/2012 01:45 PM
Sylvia Solis	Sylvia Solis	10/26/2012 04:55 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Gricelda Villarreal Started On: 10/24/2012 01:53 PM

Final Approval Date: 10/26/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: October 24, 2012 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION: **"Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"**

RFP NO: 2012-226-10-24-CGA

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Vazaldua and Associates Paul Vazaldua	email	Paulmv555@yahoo.com	10-10-12	205 W. Iris McAllen, Texas 78501 956-451-6775 or 630-1101
2. Erika Russ Prime Vendor Inc.	email	work43@prime-vendor.com	10-10-12	4622 Cedar Avenue Suite 123 Wilmington NC 28403 Phone: 800-746-9554
3. Paul Hopkins	email	phopkins@advancepath.com	10-10-12	
4. David R. Rodriguez	IP	david_rodriguez@afficuityservices.com	10-23-12	956-702-7200
5.				
6.				
7.				
8.				
9.				
10.				

*VIA: IN PERSON (IP)/TELEPHONE REQUEST (TR)/PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County 370th Court

PROPOSAL ACCEPTANCE DATE: October 24, 2012	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: RFP- Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"

PROPOSAL NO: 2012-226-10-24-CGA

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	Paul Vazaldua d/b/a Vazaldua & Associates	√√
#02		
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

AI-34672 **Purchasing Department 20. A. 5.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responsible vendor submitting the lowest and best bid received (as detailed in tabulation sheet contained herein) meeting all specifications and/or requirements for the purpose of award including approval of contract for Request for Bid titled: Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2012-164-09-05-SGS.

BACKGROUND

1. Contract will commence on: December 16, 2012.
2. Contract document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** various

FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:** n/a

BUDGETARY IMPACT:

Please see attached expenditure report for possible funding sources and availability of funds. Services are on an as needed basis. Funds will need to be place at time of service.

Attachments

Recommendation, Tab etc

tab-2 responses

Approved contract

exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/24/2012 04:00 PM
Budget & Management	Merlen P. Munoz	10/24/2012 04:35 PM
Rosalinda Cantu	Rosie Cantu	10/25/2012 02:50 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Sandy Suarez Started On: 10/10/2012 02:17 PM

Final Approval Date: 10/26/2012

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: September 05, 2012

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
Attn: Mr. Noe Montez, Director of Maintenance

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Raul Ramirez, Road Operations Director

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2012-164-09-05-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"CRS-2 Emulsified Asphalt".

We received **two (2) bid responses** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation

.

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, September 12, 2012 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, September 25, 2012.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
Performance Grade Asphalt
(Low Bidder) Meeting Specs
BUDGET ACCOUNT #: 2-1200-431-00-121-0050-673
2-1342-431-00-121-085-0-731
" " " 099-0-731
" " " 101-0-731

Authorized Signature	Printed Name	Department	Date
	Noe Montez	Pct 1	9-7-12

Enclosures

Pct 1

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: September 05, 2012

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Noe Montez, Dir. of Mgmt. Support

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-164-09-05-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"CRS-2 Emulsified Asphalt"

We received **two (2) bid responses** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, September 12, 2012 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, September 25, 2012.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS: Low Bidder - Performance Grade Asphalt

BUDGET ACCOUNT #: 2-1300-4431-00-133-005-0-673 ✓

Authorized Signature	Printed Name	Department	Date
	Precinct #3		9-7-12

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: September 05, 2012

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Noe Montez, Dir. of Mgmt. Support

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2012-164-09-05-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"CRS-2 Emulsified Asphalt"

We received **two (2) bid responses** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation
.

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, September 12, 2012 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, September 25, 2012.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:

Performance Grade Asphalt

BUDGET ACCOUNT #: 2-1200-431-00-124-0089-0-731

Authorized Signature	Printed Name	Department	Date
Ramon Rod	Ramon Rodriguez	Roadway Bridge	9/5/12

Enclosures

Pct 4

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

BID OPENING: September 05, 2012	OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" BID NO. 2012-164-09-05-SGS

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
	VENDOR						
1	*Performance Grade Asphalt Hitchcock, TX.*	3.50 Per Gallon (freight included)	3.30 Per Gallon (freight included)	3.00 Per Gallon (freight included)	2.60 Per Gallon (freight included)	2.30 Per Gallon (freight included)	DEMURRAGE: $50.00 (After 2 hrs.)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 05, 2012 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities)"CRS-2(CATIONIC RAPID SETTING)EMULSFIED ASPHALT

BID NO: 2012-164-09-05-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Martin Asphalt, Co. Inc. Attn: Tom Hernandez	e-mail	Sandy Suarez	08/20/12	3 RIVERWAY STE# 400 HOUSTON, TX. 77056 Ph# 800-662-0987 Fax# 800-552-2415 thernandez@martinmlp.com
2). Performance Grade Asphalt Attn: Clarke DuBose-owner	e-mail	Sandy Suarez	08/20/12	5320 FM 204 / PO Box 6 HITCHCOCK, TX 77563 Ph# 800-427-7740 Fax# 409-986-7950 clarked@pgasphalt.com
3.) Ergon A & E Inc. Attn: John De la Garza	e-mail	Sandy Suarez	08/20/12	11612 RM 2244 BLDG 1 STE 250 AUSTIN, TX. 78738 Ph# 956-330-2235 John.delagarza@ergon.com
4.) Construction Data Company CDC/Bidtool Attn. Laura Cobb	e-mail	Sandy Suarez	08/20/12	One Oakbrook Terrace Ste. 510 Oak Brook Terrace, Il. 60181 P#512-634-5633 Fax#866-714-9554 plans@cdcnews.com or lcobb@cdcnews.com
5.) Vaquero Enterprises Attn: Mr. LeRoy Soliz	e-mail	Sandy Suarez	08/20/12	426 St Thomas Dr Laredo, Texas 78045 (956) 236-2411 vaquero.soliz@yahoo.com
6.) Upper Valley Cement Attn: Steve Boyd	e-mail	Sandy Suarez	08/20/12 & 08/23/12	7301 W. Exp. 83 Mission, TX. 78572 P# 956-580-2502- F#956-585-8675 sboyd@riovalleypipe.com salesinfo@riovalleypipe.com
7.) Jonathan Winkelman	e-mail	Sandy Suarez	08/24/12	**Requested company info.** Jonathan.winkelman@gmail.com
8.)				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

BID OPENING: September 05, 2012	**OPENING TIME: 9:30 A.M.**

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BID NO. 2012-164-09-05-SGS

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	LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
	VENDOR						
1	***Performance Grade Asphalt Hitchcock, TX.***	**3.50** Per Gallon (freight included)	**3.30** Per Gallon (freight included)	**3.00** Per Gallon (freight included)	**2.60** Per Gallon (freight included)	**2.30** Per Gallon (freight included)	**DEMURRAGE: $50.00** (After 2 hrs.)
2	***Martin Midstream Mega Lubricates Houston, TX.***	No Bid Per Gallon (freight included)	No Bid Per Gallon (freight included)	3.10 Per Gallon (freight included)	2.90 Per Gallon (freight included)	2.75 Per Gallon (freight included)	**DEMURRAGE:** $ 60.00 (After 2 hrs.)

REQUIREMENTS AGREEMENT
C-12-164-10-30

THIS AGREEMENT (the "Agreement") is entered into as of the 30th day of October, 2012 by and between **DUBOSE INTERESTS, L.L.C.** d/b/a **PERFORMANCE GRADE ASPHALT, L.L.C** , a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** " in the areas of Hidalgo County projects for a period of six (6) months from December 16, 2012 to June 15, 2013 and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. 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 term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** 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 contract, 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.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract 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 Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** 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.

e. **Notice.** 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 Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Dubose Interests, LLC dba
Performance Grade Asphalt, LLC
ATTN: Clarke DuBose, President
PO Box 6
Hitchcock, TX 77563

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.

f. **Additional 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.

g. **Successors.** 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.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** 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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or

employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON October 30, 2012.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 20, 2012

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
Bid No: 2012-164-09-05-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB NO: 2012-164-09-05-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

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

August 20, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

Bid No: 2012-164-09-05-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2(Cationic Rapid Setting) EMULSIFIED ASPHALT"

BID OPENING DATE: September 05, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** 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-2012-164-09-05-SGS- HIDALGO COUNTY (All Funding Sources, Programs & Entities)-" CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 05, 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-2012-164-09-05-SGS-HIDALGO COUNTY (All Funding Sources, Programs & Entities) CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"
   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. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** 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 Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**September 05, 2012**
Award of Contract	_____ 2012
Commence Work or Deliver Products	_____, 2012

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY (All Funding Sources, Programs & Entities)
"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
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"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

EXHIBIT "A"

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO.: 2012-164-09-05-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:

The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

SAMPLE *- Enter Bid amount on Exhibit "B - Bid Page"*

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
CONTACT:	**CONTACT:**	**CONTACT:**
Noe Montez, Dir. of Mgmt. Support (956) 968-8733	Saul Ramirez, Field Operations Director (956) 585-4509	Marco Lopez, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT regulations and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

3. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. 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 advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in its best interest to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. After bid is awarded and low bidder(s) default in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County the right to seek services from the next low bidder. In such event, the County shall charge the successful bidder the difference for any additional cost of such item

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

15. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by 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.

ADDITONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or **(956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, August 29, 2012 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, August 31, 2012 by 5:00 P.M.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2012-164-09-05-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

NIGP Commodity Code:

QUANITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

Bidder's Information:

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone & Fax No.'s: _____

Cell Phone: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

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 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 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 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 Commissioner's 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 Commissioner's 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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

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

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **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 ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ 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

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs And Entities)

"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

RFB No.: 2012-164-09-05-SGS

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"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2012-164-09-05-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

NIGP Commodity Code:

QUANITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$ 3.50 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 1,001 TO 2,000 GALLONS	$ 3.30 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 2,001 TO 3,000 GALLONS	$ 3.00 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 3,001 TO 4,000 GALLONS	$ 2.60 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour
LOADS OF 4,001 TO 5,000 GALLONS	$ 2.30 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hour

Bidder's Information:

Bidder/Company Name: Performance Grade Asphalt, LLC.

Address: P.O. Box 6

City/State/Zip Code: Hitchcock, Tx. 77563

Phone & Fax No.'s: ph 409-986-7740 fax 409-986-7950

Cell Phone: 281-387-9869 or 409-739-7757

Authorized Signature: [signature]

Printed Name: Clarke DuBose

Title: President

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2012

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 Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	CONTACT NAME: Patsy Beall ACSR PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com
INSURED Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southwest Risk, LP INSURER B: Hallmark County Mutual Ins Co INSURER C: Texas Mutual Insurance Company — 22945 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 WC Rnwl-NEW FORM 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			VIGP013675	11/20/2011	11/20/2012	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 [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			TXA506163-02	11/20/2011	11/20/2012	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		TSF-0012106801	2/18/2012	2/18/2013	[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)

The General Liability and Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER	CANCELLATION
(956) 292-7612 sandy.suarez@co.hidalgo.tx County of Hidalgo 2812 S. Business 281 Edinburg, TX 78539	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 J Blackshear Jr. CIC/

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Additional Named Insureds

Other Named Insureds	
Gator Recyclers International	Doing Business As
Performance Grade Asphalt, LLC	Doing Business As
Rifle Transportation, LLC	Insured Multiple Names
Third Coast Asphalt	Doing Business As

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Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	515.45	.00	515.45	515.45	.00	100.00
2-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	17,969.75	.00	.00	.00	17,969.75	.00
2-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	30,407.50	30,391.85	.00	.00	15.65	99.95
2-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	5,000.00	.00	35.55	35.55	4,964.45	.71
2-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	197,357.64	37,380.65	146,477.13	146,477.13	13,499.86	93.16
2-1200-431-00-121-005-0-731	PCT1 RD MAINT-ROADS	55,117.71	2,207.04	52,907.07	52,907.07	3.60	99.99
2-1200-431-00-121-185-0-731	PCT1 COLONIA WHALEN ROAD-ROADS	973.50	.00	682.00	682.00	291.50	70.06
2-1200-431-00-121-387-0-731	PCT1 LA MESA SUBDIVISION-ROADS	32.89	.00	.00	.00	32.89	.00
2-1200-431-00-121-804-0-731	PCT1 WES MER SUBDIVISION-ROADS	1,129.88	.00	1,129.88	1,129.88	.00	100.00
2-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	87,207.18	5,265.15	18,373.27	18,373.27	63,568.76	27.11
2-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	63,048.99	21,150.25	.00	.00	41,898.74	33.55
2-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	242,265.75	42,030.00	.00	.00	200,235.75	17.35
2-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	362,841.70	231,399.90	89,314.00	89,314.00	42,127.80	88.39
2-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	32,088.54	32,088.54	.00	.00	.00	100.00
2-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00	13,929.00	.00	.00	.00	100.00
2-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	877,541.36	173,119.87	603,081.80	603,081.80	101,339.69	88.45
2-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	430,491.21	132,952.25	297,538.96	297,538.96	.00	100.00
2-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	321,148.00	39,289.24	202,277.23	202,277.23	79,581.53	75.22
2-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
2-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	334,586.00	154,145.00	.00	.00	180,441.00	46.07
2-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD	421,500.00	397,469.00	.00	.00	24,031.00	94.30
2-1200-431-00-122-063-0-731	PCT2 BORDER RD(MOORE-EL GATO)-ROAD	220,000.00	.00	8,900.00	8,900.00	211,100.00	4.05
2-1200-431-00-122-064-0-731	PCT2 EL GATO(C.CHVZ-ALAMO CITY LMT)-ROAD	237,074.00	.00	.00	.00	237,074.00	.00
2-1200-431-00-122-065-0-731	PCT2 MINNESOTA RD(S I RD-MAYA DR)-ROAD	350,000.00	4,736.00	11,840.00	11,840.00	333,424.00	4.74
2-1200-431-00-122-066-0-731	PCT2 RANCHO BLNC(TOWER-SANTA CLARA)-ROAD	350,000.00	.00	.00	.00	350,000.00	.00
2-1200-431-00-122-067-0-731	PCT2 RODRIGUEZ ST(MN-LOPEZVILLE PRK)-RD	250,000.00	66,708.55	.00	.00	183,291.45	26.68
2-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	200,000.00	.00	.00	.00	200,000.00	.00
2-1200-431-00-122-084-0-731	PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD	66,000.00	.00	.00	.00	66,000.00	.00
2-1200-431-00-122-262-0-731	PCT2 ESPERANZA ESTATES SUBD-ROADS	109,020.73	91,962.61	11,040.99	11,040.99	6,017.13	94.48
2-1200-431-00-122-465-0-731	PCT2 MILLER RESUB LOT A SUBD-ROADS	6,321.65	.00	6,321.65	6,321.65	.00	100.00
2-1200-431-00-122-557-0-731	PCT2 PENTECOSTAL-ROADS	3,800.00	.00	3,750.00	3,750.00	50.00	98.68
2-1200-431-00-122-596-0-731	PCT2 RANCHO ESCONDIDO SUBD-ROADS	6,310.57	.00	.00	.00	6,310.57	.00
2-1200-431-00-122-767-0-731	PCT2 VAL BAR ESTATES-ROADS	4,201.19	.00	.00	.00	4,201.19	.00
2-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	110,395.34	36,796.86	70,900.42	70,900.42	2,698.06	97.56

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	219,704.64	125,679.27	42,007.30	42,007.30	52,018.07	76.32
2-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	7,776.69	7,697.50	.00	.00	79.19	98.98
2-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72	2,682.72	.00	.00	.00	100.00
2-1200-431-00-123-093-0-731	PCT3 SILVER SPUR (S EXP 83- BUS 83 N)-RD	2,453.00	.00	2,020.60	2,020.60	432.40	82.37
2-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	68,728.69	7,034.72	50,000.61	50,000.61	11,693.36	82.99
2-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	324,085.51	92,443.75	193,705.73	193,705.73	37,936.03	88.29
2-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
2-1200-431-00-124-406-0-731	PCT4 BCAP LAS BRISAS-ROADS	176.00	.00	176.00	176.00	.00	100.00
2-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	383.01	36.21	.00	.00	346.80	9.45
2-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
2-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	6,389.10	56.73	.00	.00	6,332.37	.89
2-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
2-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
2-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	1,218.68	631.11	.00	.00	587.57	51.79
2-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
2-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	374.33	51.29	.00	.00	323.04	13.70
2-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
2-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	415.17	14.73	.00	.00	400.44	3.55
2-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
2-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	5,089.57	5,024.18	.00	.00	65.39	98.72
2-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	440.22	25.10	.00	.00	415.12	5.70
2-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	1,000.44	.00	.00	.00	100.00
2-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	202.51	36.89	.00	.00	165.62	18.22
2-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
2-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	125.17	52.40	.00	.00	72.77	41.86
2-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
2-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
2-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
2-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
2-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
2-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	3,305.54	9.99	.00	.00	3,295.55	.30
2-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
2-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
2-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00
2-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
2-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
2-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00
2-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
2-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
2-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
2-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00
2-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
2-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
2-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	6,257.73	62.88	.00	.00	6,194.85	1.00
2-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
2-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
2-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00
2-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
2-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	650.71	29.43	.00	.00	621.28	4.52
2-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
2-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
2-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
2-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	2,523.89	53.22	.00	.00	2,470.67	2.11
2-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	1,243.43	520.20	.00	.00	723.23	41.84
2-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
2-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
2-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
2-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
2-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
2-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
2-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	5,301.00	.00	.00	.00	5,301.00	.00
2-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,210.05	.00	.00	.00	3,210.05	.00
2-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	6,455.05	.00	.00	.00	6,455.05	.00
2-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,197.95	.00	.00	.00	3,197.95	.00
2-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	93.47	.00	.00	.00	93.47	.00
2-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	3,040.38	.00	.00	.00	3,040.38	.00
2-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	4,483.01	.00	.00	.00	4,483.01	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	6,253.31	.00	.00	.00	6,253.31	.00
2-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	791.88	.00	.00	.00	791.88	.00
2-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.15	.00	.00	.00	.15	.00
2-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	3,714.35	.00	.00	.00	3,714.35	.00
2-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	550.49	.00	.00	.00	550.49	.00
2-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	2,648.93	.00	.00	.00	2,648.93	.00
2-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	467.55	.00	.00	.00	467.55	.00
2-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	3,170.46	.00	.00	.00	3,170.46	.00
2-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	5,907.15	.00	.00	.00	5,907.15	.00
2-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	924.21	.00	.00	.00	924.21	.00
2-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	4,035.48	.00	.00	.00	4,035.48	.00
2-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	3,114.03	.00	.00	.00	3,114.03	.00
2-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	7,924.34	.00	.00	.00	7,924.34	.00
2-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	11,878.44	.00	.00	.00	11,878.44	.00
2-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	570.80	.00	.00	.00	570.80	.00
2-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	726.03	.00	.00	.00	726.03	.00
2-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	1,309.21	.00	.00	.00	1,309.21	.00
2-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	1,450.77	.00	.00	.00	1,450.77	.00
2-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	1,858.56	.00	.00	.00	1,858.56	.00
2-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
2-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
2-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
2-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
2-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
2-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
2-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
2-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
2-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
2-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	48,380.50	.00	.00	.00	48,380.50	.00
2-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
2-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
2-1312-431-00-121-230-1-731	DIMAS #2 & 3-ROADS	130,371.25	.00	.00	.00	130,371.25	.00
2-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	134,590.10	.00	.00	.00	134,590.10	.00
2-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	178,486.78	136,705.00	41,433.08	41,433.08	348.70	99.80
2-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	64,787.75	48,822.48	.00	.00	15,965.27	75.36
2-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
2-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00
2-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
2-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
2-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	.00	.00	-409.42	-409.42	409.42	.00
2-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
2-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	15,781.44	15,781.44	.00	.00	.00	100.00
2-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	71,483.57	.00	68,609.10	68,609.10	2,874.47	95.98
2-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	213,309.43	.00	.00	.00	213,309.43	.00
2-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	60,224.10	.00	57,174.00	57,174.00	3,050.10	94.94
2-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	67,154.32	.00	.00	.00	67,154.32	.00
2-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	4,725.73	.00	.00	.00	4,725.73	.00
2-1312-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	212,079.20	212,079.20	.00	.00	.00	100.00
2-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
2-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	46,913.29	.00	.00	.00	46,913.29	.00
2-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	94,401.30	93,327.65	.00	.00	1,073.65	98.86
2-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	112,194.75	.00	.00	.00	112,194.75	.00
2-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	99,479.70	.00	92,152.20	92,152.20	7,327.50	92.63
2-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	182,759.40	151,665.10	.00	.00	31,094.30	82.99
2-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
2-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
2-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	35,369.71	.00	.00	.00	35,369.71	.00
2-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	36,267.18	.00	.00	.00	36,267.18	.00
2-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	55,289.04	.00	.00	.00	55,289.04	.00
2-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	46,772.14	.00	.00	.00	46,772.14	.00
2-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	95,564.69	.00	.00	.00	95,564.69	.00
2-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
2-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
2-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	554.20	30,867.39	30,867.39	54,778.41	36.45
2-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
2-1312-431-00-124-401-0-731	LAKEVIEW SUBDIVISION-ROADS	267,295.85	267,295.85	.00	.00	.00	100.00
2-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	96,384.25	10,410.79	55,748.81	55,748.81	30,224.65	68.64

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
2-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
2-1312-431-00-124-886-0-731	LABORSITA-ROADS	317.38	.00	.00	.00	317.38	.00
2-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	236,879.63	185,832.81	.00	.00	51,046.82	78.45
2-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	45,663.59	.00	.00	.00	45,663.59	.00
2-1315-431-00-122-081-0-731	TXDOT-NOLANA LOOP-ROADS	62,500.00	.00	62,500.00	62,500.00	.00	100.00
2-1315-431-00-123-094-0-731	TXDOT-PCT 3 M2N (MOOREFIELD-LA HOMA)-RD	39,352.71	19,327.11	16,103.00	16,103.00	3,922.60	90.03
2-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.00
2-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
2-1331-431-00-123-010-0-731	CO,2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
2-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,818.61	.00	.00	.00	7,818.61	.00
2-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	51,870.27	.00	.00	.00	51,870.27	.00
2-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
2-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	6,050.00	3,300.00	2,750.00	2,750.00	.00	100.00
2-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
2-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
2-1339-431-00-122-031-0-731	CO2009-PCT2 TOWER(GATO-RANCHO BLNC)-ROAD	350,000.00	25,578.32	276,057.08	276,057.08	48,364.60	86.18
2-1341-431-00-124-030-0-731	CO 2009B&C-PCT4-10TH (SH107-FM1925)-ROAD	393,900.83	.00	.00	.00	393,900.83	.00
2-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	288,662.58	.00	4,229.46	4,229.46	284,433.12	1.47
2-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	604,952.64	198,055.45	338,814.18	338,814.18	68,083.01	88.75
2-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	.00	.00	.00	16,663.80	.00
2-1342-431-00-121-099-0-731	CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-RD	74,254.15	4,764.24	69,489.91	69,489.91	.00	100.00
2-1342-431-00-121-101-0-731	CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)-RD	76,354.00	4,768.75	65,687.27	65,687.27	5,897.98	92.28
2-1342-431-00-121-104-0-731	CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-ROAD	55,000.00	48,440.00	.00	.00	6,560.00	88.07
2-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	71,275.00	.00	.00	.00	71,275.00	.00
2-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	117,772.99	72,053.14	.00	.00	45,719.85	61.18
2-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	368,645.92	192,740.00	175,905.92	175,905.92	.00	100.00
2-1342-431-00-123-100-0-731	CO2010A&B-PCT3 LBRTY/T.GIL(83-FM2221)-RD	567,770.36	.00	.00	.00	567,770.36	.00

AI-34860 **Purchasing Department** **20. A. 6.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to declare as "Surplus" the items listed in Exhibit "B" (vehicles) as additional items to Exhibit "A" list (approved by CC 10/16/2012) as attached herein for the purpose of sale through auction (scheduled for 11/07/2012) in accordance with Texas Local Government Code 263.152(a)(1).

BACKGROUND

Addendum - Exhibit "B"

Attachments

exhibit B

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/25/2012 12:53 PM
Budget & Management	Merlen P. Munoz	10/25/2012 01:01 PM
Erika Zamora	Erika Zamora	10/26/2012 10:44 AM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Gabriel Navarro Started On: 10/22/2012 01:10 PM

Final Approval Date: 10/26/2012

HIDALGO COUNTY PURCHASING DEPARTMENT - FIXED ASSET DIVISION
AUCTION FOR
November 07, 2012

Exhibit "B"

Auction Preparations

Qty	Asset No	Asset Description	Serial No
1	45621	2006 FORD EXPEDITION	1FMPU15526LA75587
1	36856	2001 FORD EXPEDITION	1FMRU15L61LB56673
1	42937	2005 FORD EXPEDITION	1FMPU15565LA50495
1	39900	2003 FORD EXPEDITION	1FMPU15L23LB21414
1	31875	1998 FORD EXPEDITION	1FMRU17L9WLB10551
1		1999 CHEVY SILVERADO	2GCEK19T8X1268604
1		1994 PETERBILT TRACTOR	1XPCDB8X4RD349729

AI-34939 **Purchasing Department 20. A. 7.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" for all General Fund Budgets and any other applicable budgets for the following:

a. Cut-off date for the submission of Requisitions by Friday, November 16, 2012 for goods and/or services that require sufficient time to order and receive prior to 12-31-12, i.e. MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for the submission of Requisitions by Friday, December 7, 2012 on goods and/or services that require sufficient time to order and receive prior to 12-31-12, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all elected offices and departments that open purchase orders at 12-31-12 for which there is not a proper invoice and physical recept of goods and/or services will be charged to the 2013 budgets.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All applicable acquisitions would require Purchase Orders thus addressing the fiscal impact.

Attachments

Order

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/25/2012 12:32 PM
Budget & Management	Merlen P. Munoz	10/25/2012 01:09 PM
Erika Zamora	Erika Zamora	10/26/2012 10:54 AM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Marty Salazar Started On: 10/24/2012 05:24 PM

Final Approval Date: 10/26/2012

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL FUND and/or APPLICABLE FUND - Elected Officials/Dept. Heads**

From: **Martha L. Salazar** — **H/C Purchasing Agent**; **Raymundo Eufracio, CPA** — **H/C Auditor**; **Sergio Cruz** — **H/C Budget Officer**

DATE: **October 30, 2012**

RE: **"Order" for Requisition Submission Date Deadline -"DAY TO DAY PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, October 30, 2012, this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, December 7, 2012 at 5:00 p.m.** for the submission of the following:

Goods and/or Services for the Day to Day Operations of your department/program/agency and NOT those Goods and/or Services (Major Purchases, i.e., vehicles, furniture, equipment, etc.) for which a DEADLINE of 11-16-12 was ORDERED by Commissioners Court in the MEMO you received from this department and dated 10-18-11.

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2012) fiscal/calendar year for those goods and/or services necessary to carry on and conduct the day to day operations of your department, program or agency;

b) **the proper funding of all line items through the Budget Office will be required prior to the submission of requisitions for day to day purchases with the deadline of 12-07-12;**

c) All goods and/or services must be received and rendered by December 31, 2012 to qualify for payment under your 2012 budgets;

d) **All open Purchase Orders from the 2012 budgets** for which goods were not received or services not rendered by December 31, 2012 **will lapse** and **those Purchase Orders will be charged from the 2013 budgets;**

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-item funding or creation of the proper line-item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of December 7, 2012.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 12-07-12 VIA FAX TO 956-318-2629.

_____ **Date:** _____

Signature-elected official/department head/or authorized designee

_____ _____

Printed Name/Title **Department**

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL FUND and/or APPLICABLE FUNDS - Elected Officials/Dept. Heads**

From:

Martha L. Salazar	**Raymundo Eufracio, CPA**	**Sergio Cruz**
H/C Purchasing Agent	**H/C Auditor**	**H/C Budget Officer**

DATE: **October 30, 2012**

RE: **"Order" for Requisition Submission Date Deadline -"MAJOR PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, October 30, 2012 this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, November 16, 2012 at 5:00 p.m.** for the submission of the following:

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2012) fiscal/calendar year **FOR MAJOR PURCHASES (i.e., vehicles, furniture, equipment, etc.) THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12-31-12**;

b) the proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2012 to qualify for payment under your 2012 budgets;

d) **All open Purchase Orders from the 2011 budgets** for which goods were not received or services not rendered by December 31, 2012 **will lapse** and **those Purchase Orders will be charged from the 2013 budgets**;

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;

2) Review your department budget in order to request the proper line-item funding or creation of the proper line-item through the Budget Office;

3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of November 16, 2012.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 11-16-12 VIA FAX TO 956-318-2629.

_____ **Date:** _____

Signature-elected official/department head/or authorized designee

_____ _____

Printed Name/Title **Department**

AI-34759 **Purchasing Department** **20. A. 8.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to utilize Lowe's thru our membership/participation with TCPN through contract #R4954 with a credit line of $20,000.00/month for County Pct.'s (1,2,3,4) and Facilities Management Department and subject to increase (if necessary with the Purchasing Department as the point of contact for said accounts with compliance to established protocols (i.e. requisition/purchase order system).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. Only requesting approval to utilize vendor within approved cooperative. Services are on an as needed basis and funds would have to be identified at time of purchase.

Attachments

Lowes Application

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/24/2012 05:05 PM
Budget & Management	Merlen P. Munoz	10/25/2012 08:05 AM
Rosalinda Cantu	Rosie Cantu	10/26/2012 01:20 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Tanya Delira Started On: 10/15/2012 01:14 PM

Final Approval Date: 10/26/2012

Lowe's® Commercial Credit Options

The Purchasing Power to Fit All Needs

Lowe's Commercial Credit options make it easier to pay for all your business purchases.

Lowe's Business Account (LBA) and Lowe's Accounts Receivable (LAR) offer:

VALUE

- 5% OFF* EVERY DAY
- No annual fee
- Reduced Delivery Rates
- Special Lowe's business offers throughout the year
- Fraud protection guarantee

CONVENIENCE

- Easy-to-understand statements
- Toll-free customer service
- Pay online and manage your account at **Lowes.com/credit**
- Account data downloadable into finance software

PURCHASING POWER AND CONTROL

- The power and flexibility to get the supplies you need when you need them
- The ability to issue multiple cards
- Credit lines specific to each account

SECTION 1 – Choose Your Account

Is your business tax exempt?
☒ Yes ☐ No
(If yes, please provide tax exempt certificate to store.)

CHOOSE ONE:

☐ **Lowe's Business Account (LBA)**

☒ Standard Card ☐ Team 48*

*By selecting this card type with this application, you authorize us to provide information to Lowe's so that you can be enrolled in the FREE Team Lowe's Racing Club.

Number of cards _____ (default quantity is 2)

■ **Lowe's Accounts Receivable (LAR)**

☐ **Regular** (Purchases are billed on one account number.)

Please check below and complete Section 6 if this account will be used for one of the following purposes:

☒ **Primary/Secondary Account** (For businesses with multiple locations that need to be linked to a centralized primary account or have job accounting requirements. Billing may be centralized or mailed to the various job accounts.)

☐ **Building & Loan** (Construction of a primary residence. Active loan required and complete the B&L worksheet.)

Will this account be used for new construction? (Complete Section 6)
☐ Yes ☒ No

If you want to limit single purchase amounts, enter the amount here:

$ _____

Is a PO required with account purchases? ☒ Yes ☐ No

Enter additional purchasing instructions, if any: at time of purchase, a County ID must be presented

Please provide the full name of each Authorized Buyer, including yourself. (Check the box if you want a Buyer ID Card issued on each Job Account for each Authorized Buyer added):

Name _____ ☐

Name _____ ☐

Name _____ ☐

Name _____ ☐

SECTION 2 – Company Information

Hidalgo County

Company/Applicant Full Legal Name (Account will be set up in this name

DBA Name (if different than Legal Name)

2812 S. Business Highway 281

Street Address (Street Name and Number Required)

Edinburg — Tx — 78539

City — State — Zip

Phone No. 956-318-2626 — Tax ID* (or fein #) 74-6007[illegible] (74-6008717)

*Required by USA PATRIOT Act. Social Security # may be provided if sole proprietorship and you do not have a Tax ID.

Parent Co. Name _____

Provide E-mail Address Here _____
(Optional)

By providing your e-mail address to Lowe's, GE Capital Retail Bank and t you consent to receive e-mail communications about your Lowe's Bu Account, special offers and updates.

Business Type:	☐ Corporation	☐ Proprietorship	☐ LLC
	☒ Government	☐ Non-Profit	☐ Limited
Business Description:	☐ Construction	☐ Repair/Remodel	☐ Retail
	☐ Specialty Trade	☐ Property Mgmt.	☒ Gov't./S
	☐ Business	☐ Other	

No. of Employees 3500 — Year Business Started _____

$ Annual Revenue _____ — Estimated Monthly Usage $ _____

SECTION 3 – Personal Guaranty

To increase the likelihood of approval, you should be able to answ one of the following statements:

1. The company has been in business for more than three years. Or,
2. I am willing to personally guarantee this account. Or,
3. The company is an established business but does not have an estab business credit history, and therefore, I am willing to offer a Persona

To offer a Personal Guaranty, please complete the information below:

Business Principal ☐ Yes ☐ No Guarantor's Title _____

First Name _____ M.I. _____ Last Name _____

Home Address _____
(Street Name and Number Required)

City _____ State _____ Zip _____

Phone No. _____ Alt. Phone No. _____ Date of Birth

Social Security No. _____ Annual Income* _____

_____ _____
Personal Guarantor Signature — Date

FOR STORE USE ONLY

the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources we deem
company with authority to enter into contractual agreements to borrow money. (3) The Personal Guaranty section (Section 3) can only be completed by an owner/officer or
submitting your application.

TION 3 – Continued

u sign this section of the Application, you agree to jointly and severally, nditionally personally guarantee the performance of all obligations under, and payment upon demand of all amounts due on, the Lowe's Business Account or e's Accounts Receivable Account that is opened with this Application, without iring us to first pursue the buyer also liable on the Account. You also waive any ies regarding the governing credit agreement or this Guaranty. This Guaranty shall effect until the Agreement has terminated and all amounts due thereunder have fully paid. Guarantor agrees that if the Account is not paid as agreed, the creditor report Guarantor's liability for and the status of the Account to credit bureaus and rs who may lawfully receive such information. You also understand and agree your personal credit will be used in making credit decisions on the Account and sumer reports and other inquiries regarding your credit may be obtained from time me by the creditor or any assignee in connection with the Account.

mony, child support or separate maintenance income need not be disclosed unless ed upon for credit.

CTION 4 – Required Signature of Authorized Officer/Owner

is section must be completed.)

signing below on behalf of your business, you are applying for the type of ount you have selected in Section 1, but if you have not made a selection, you applying for a Lowe's Business Account. You represent that your business is a f business entity, all purchases made on this Account, if approved, will be for ness purposes and not for personal, family or household use and you are an orized representative of the business with authority to enter into contractual ements to borrow money. On behalf of the business, you understand that the e's Business Account Agreement, if you are applying for a Lowe's Business ount, or the Lowe's Accounts Receivable Agreement, if you are applying for a e's Accounts Receivable Account, will govern the Account and that the applicable ement will be provided to you upon approval of the Application. You can review full Agreement by visiting Lowescredit.com; simply go to the Business Credit ter section and click on 'Apply Now' under the Lowe's Business Account or Lowe's ounts Receivable. The Lowe's Business Account Agreement is governed by federal Utah law, and the Lowe's Accounts Receivable Agreement is governed by federal North Carolina law. You authorize us and our assignees to obtain information ut you personally (whether or not you have personally guaranteed the Account) purposes of updates, renewals or extensions of credit granted as a result of this lication, or in receiving or collecting the Account. You also understand that credit his Account, once approved, will be extended by, or interests in the indebtedness your Account may be assigned to, GE Capital Retail Bank and that there is no ding contract between us until your Application is approved. You consent to Lowe's, Capital Retail Bank and any other owner, assignee or servicer of the Account tacting you about the Account, including using any contact information or cell ne numbers you provide, and you consent to the use of any automatic telephone ing system and/or an artificial or prerecorded voice when contacting you, even if are charged for the call under your phone plan. You understand that if you apply a Lowe's Accounts Receivable Account, Lowe's or its assignee may have the right place a materialman's lien on the property to which the purchases on the Account e delivered and/or incorporated.

leral law requires GE Capital Retail Bank to obtain, verify and record ormation that identifies you when you open an account. We will use your ne, address, Taxpayer ID # and other information for this purpose.

SECTION 5 – Billing Information

Billing Contact: Martha L. Salazar

Billing Address: 2812 S. Business Hwy. 281

City: Edinburg State: TX Zip: 78539

Phone No.: 956-318-2626 Fax No: 956-292-7612

SECTION 6 – Complete for New Construction LAR & Job Accounting and Building & Loan Accounts

For New Construction LAR & New Construction Job Accounting, **bolded** fields are required in the Project, Property & General Contractor sections. For Building & Loan Accounts all fields are required in the Project and Banking sections.

Project Information

Project Name

Project Street Address
(Street Name and Number Required)

City State Zip

Property Information

Property Name

Property Street Address
(Street Name and Number Required)

City State Zip

Owner Phone No.

General Contractor Information

General Contractor Name

General Contractor Address
(Street Name and Number Required)

City State Zip

General Contractor Phone No.

Contract No.

Banking Information

Bank Name: First National Bank

Bank Address: 100 West Cano St., Edinburg, TX.
(Street Name and Number Required)

◀ DETACH HERE AND RETAIN FOR YOUR RECORDS ◀

Get What You Need When You Need It™

KEY CREDIT TERMS FOR LOWE'S BUSINESS ACCOUNT (LBA):	
Annual percentage rate (APR) for purchases	15% in GA and NC 21% in All Other States
Grace period for repayment of the balance for purchases	26 days, if there is no previous balance or the balance is paid in full. Otherwise, none.
Method of computing the balance for purchases	Average Daily Balance, including new purchases.

Late Payment Fee: $25 if your delinquent Minimum Payment was calculate a New Balance of less than $500; and $30 for a New Balance of $500 or m

KEY CREDIT TERMS FOR LOWE'S ACCOUNTS RECEIVABLE ACCOUNT (LAR):		
Payment is due in full each billing period.		
Annual percentage rate (APR) for purchases if not paid by due date	AK, DE	5%
	GA	16%
	IL, MN	8%
	VA, WA, WV	12%
	PR	6%
	All Other States	18%
Method of computing the balance for purchases	Adjusted Balance – Finance Charge is only imposed on p due amounts.	

The information about the costs of the Accounts described above is accu of January 1, 2012. This information may have changed after that date. out what may have changed, write to GE Capital Retail Bank at P.O. Box 9 Orlando, FL 32896-5004. If your application is approved, the full terms Agreement: (a) will be sent to you with your card, (b) will be governed by (i) and Utah law (for the Lowe's Business Account), or (ii) federal and North law (for the Lowe's Accounts Receivable Account), and (c) may be change as provided in the Agreement.

LOWE'S

Lowe's® Commercial Credit Options

The Purchasing Power to Fit All Needs

Lowe's Commercial Credit options make it easier to pay for all your business purchases.

Lowe's Business Account (LBA) and Lowe's Accounts Receivable (LAR) offer:

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- **5% OFF* EVERY DAY**
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- Reduced Delivery Rates
- Special Lowe's business offers throughout the year
- Fraud protection guarantee

CONVENIENCE

- Easy-to-understand statements
- Toll-free customer service
- Pay online and manage your account at **Lowes.com/credit**
- Account data downloadable into finance software

PURCHASING POWER AND CONTROL

- The power and flexibility to get the supplies you need when you need them
- The ability to issue multiple cards
- Credit lines specific to each account

SECTION 1 – Choose Your Account

Is your business tax exempt?
☒ Yes ☐ No
(If yes, please provide tax exempt certificate to store.)

CHOOSE ONE:

☐ **Lowe's Business Account (LBA)**

☒ Standard Card ☐ Team 48*

*By selecting this card type with this application, you authorize us to provide information to Lowe's so that you can be enrolled in the FREE Team Lowe's Racing Club.

Number of cards _____ (default quantity is 2)

■ Lowe's Accounts Receivable (LAR)

☐ **Regular** (Purchases are billed on one account number.)

Please check below and complete Section 6 if this account will be used for one of the following purposes:

☒ **Primary/Secondary Account** (For businesses with multiple locations that need to be linked to a centralized primary account or have job accounting requirements. Billing may be centralized or mailed to the various job accounts.)

☐ **Building & Loan** (Construction of a primary residence. Active loan required and complete the B&L worksheet.)

Will this account be used for new construction? (Complete Section 6)
☐ Yes ☒ No

If you want to limit single purchase amounts, enter the amount here:

$ _____

Is a PO required with account purchases? ☒ Yes ☐ No

Enter additional purchasing instructions, if any: at time of purchase, a County ID must be presented

Please provide the full name of each Authorized Buyer, including yourself. (Check the box if you want a Buyer ID Card issued on each Job Account for each Authorized Buyer added):

Name _____ ☐

Name _____ ☐

Name _____ ☐

Name _____ ☐

SECTION 2 – Company Information

Hidalgo County

Company/Applicant Full Legal Name (Account will be set up in this name

DBA Name (if different than Legal Name)
2812 S. Business Highway 281

Street Address (Street Name and Number Required)
Edinburg Tx 78539
City State Zip

Phone No. 956-318-2626 Tax ID* (or fein #) _____

*Required by USA PATRIOT Act. Social Security # may be provided if sole proprietorship and you do not have a Tax ID.

Parent Co. Name _____

Provide E-mail Address Here _____
(Optional)

By providing your e-mail address to Lowe's, GE Capital Retail Bank and t you consent to receive e-mail communications about your Lowe's Bu Account, special offers and updates.

Business Type: ☐ Corporation ☐ Proprietorship ☐ LLC ☒ Government ☐ Non-Profit ☐ Limited

Business Description: ☐ Construction ☐ Repair/Remodel ☐ Retail ☐ Specialty Trade ☐ Property Mgmt. ☒ Gov't./S ☐ Business ☐ Other

No. of Employees 3500 Year Business Started _____

$ Annual Revenue _____ Estimated Monthly Usage $ _____

SECTION 3 – Personal Guaranty

To increase the likelihood of approval, you should be able to answ one of the following statements:

1. The company has been in business for more than three years. Or,
2. I am willing to personally guarantee this account. Or,
3. The company is an established business but does not have an estab business credit history, and therefore, I am willing to offer a Persona

To offer a Personal Guaranty, please complete the information below:

Business Principal ☐ Yes ☐ No Guarantor's Title _____

First Name _____ M.I. ___ Last Name _____

Home Address _____
(Street Name and Number Required)

City _____ State _____ Zip _____

Phone No. _____ Alt. Phone No. _____ Date of Birth

Social Security No. _____ Annual Income* _____

_____ _____
Personal Guarantor Signature Date

FOR STORE USE ONLY

the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references and other sources we deem
company with authority to enter into contractual agreements to borrow money. (3) The Personal Guaranty section (Section 3) can only be completed by an owner/officer or
submitting your application.

TION 3 – Continued

u sign this section of the Application, you agree to jointly and severally, nditionally personally guarantee the performance of all obligations under, and payment upon demand of all amounts due on, the Lowe's Business Account or e's Accounts Receivable Account that is opened with this Application, without iring us to first pursue the buyer also liable on the Account. You also waive any ies regarding the governing credit agreement or this Guaranty. This Guaranty shall effect until the Agreement has terminated and all amounts due thereunder have fully paid. Guarantor agrees that if the Account is not paid as agreed, the creditor report Guarantor's liability for and the status of the Account to credit bureaus and rs who may lawfully receive such information. You also understand and agree your personal credit will be used in making credit decisions on the Account and sumer reports and other inquiries regarding your credit may be obtained from time me by the creditor or any assignee in connection with the Account.

mony, child support or separate maintenance income need not be disclosed unless ed upon for credit.

CTION 4 – Required Signature of Authorized Officer/Owner
is section must be completed.)

signing below on behalf of your business, you are applying for the type of ount you have selected in Section 1, but if you have not made a selection, you applying for a Lowe's Business Account. You represent that your business is a f business entity, all purchases made on this Account, if approved, will be for ness purposes and not for personal, family or household use and you are an orized representative of the business with authority to enter into contractual ements to borrow money. On behalf of the business, you understand that the e's Business Account Agreement, if you are applying for a Lowe's Business ount, or the Lowe's Accounts Receivable Agreement, if you are applying for a e's Accounts Receivable Account, will govern the Account and that the applicable ement will be provided to you upon approval of the Application. You can review full Agreement by visiting Lowescredit.com; simply go to the Business Credit ter section and click on 'Apply Now' under the Lowe's Business Account or Lowe's ounts Receivable. The Lowe's Business Account Agreement is governed by federal Utah law, and the Lowe's Accounts Receivable Agreement is governed by federal North Carolina law. You authorize us and our assignees to obtain information ut you personally (whether or not you have personally guaranteed the Account) purposes of updates, renewals or extensions of credit granted as a result of this lication, or in receiving or collecting the Account. You also understand that credit his Account, once approved, will be extended by, or interests in the indebtedness your Account may be assigned to, GE Capital Retail Bank and that there is no ding contract between us until your Application is approved. You consent to Lowe's, Capital Retail Bank and any other owner, assignee or servicer of the Account tacting you about the Account, including using any contact information or cell ne numbers you provide, and you consent to the use of any automatic telephone ing system and/or an artificial or prerecorded voice when contacting you, even if are charged for the call under your phone plan. You understand that if you apply a Lowe's Accounts Receivable Account, Lowe's or its assignee may have the right place a materialman's lien on the property to which the purchases on the Account e delivered and/or incorporated.

leral law requires GE Capital Retail Bank to obtain, verify and record ormation that identifies you when you open an account. We will use your me, address, Taxpayer ID # and other information for this purpose.

SECTION 5 – Billing Information

Billing Contact: Martha L. Salazar

Billing Address: 2812 S. Business Hwy. 281

City: Edinburg State: TX Zip: 78539

Phone No.: 956-318-2626 Fax No: 956-292-7612

SECTION 6 – Complete for New Construction LAR & Job Accounting and Building & Loan Accounts

For New Construction LAR & New Construction Job Accounting, **bolded** fields are required in the Project, Property & General Contractor sections. For Building & Loan Accounts all fields are required in the Project and Banking sections.

Project Information

Project Name

Project Street Address
(Street Name and Number Required)

City State Zip

Property Information

Property Name

Property Street Address
(Street Name and Number Required)

City State Zip

Owner Phone No.

General Contractor Information

General Contractor Name

General Contractor Address
(Street Name and Number Required)

City State Zip

General Contractor Phone No.

Contract No.

Banking Information

Bank Name: First National Bank

Bank Address: 100 West Cano St., Edinburg, TX.
(Street Name and Number Required)

◀ DETACH HERE AND RETAIN FOR YOUR RECORDS ◀

Get What You Need When You Need It™

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	VA, WA, WV	12%
	PR	6%
	All Other States	18%
Method of computing the balance for purchases	Adjusted Balance – Finance Charge is only imposed on p due amounts.	

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LOWE'S

Tanya.Delira

From: Echavarria, Steve - Steve [steve.echavarria@lowes.com]
Sent: Wednesday, October 10, 2012 4:24 PM
To: Tanya.Delira
Cc: Martha Salazar; Darlene Betancourt
Subject: Re: Hidalgo County Line of Credit

We would only need these when a request for materials or service has been placed with a local store. Only then will we submit the request along with your documents to our corporate government team for review and approval. Once complete, the store will receive instructions on how to process the order and until the order has been received in full and signed off on will the county be billed by our corporate office.
The Lowe's account we have established eliminates all these steps and delays and allows the county to purchase without any documents being submitted to our corporate office. The only issue would be billing and what cycle the county is set to (30, 45 or 60 day cycle). Let me know if we need to conference and I will set up a phone meeting tomorrow if possible as I am still traveling today.

Respectfully,

Steve Echavarria
Area Commercial Account Specialist
Lowe's Companies
San Antonio and Surrounding Areas
210-870-8819 Mobile
877-841-5995 Fax

On Oct 10, 2012, at 4:14 PM, "Tanya.Delira" <tanya.delira@co.hidalgo.tx.us> wrote:

> Attached please find Hidalgo County's Terms and Conditions.
>
> ---
>
> **From:** Echavarria, Steve - Steve [mailto:steve.echavarria@lowes.com]
> **Sent:** Wednesday, October 10, 2012 4:09 PM
> **To:** Tanya.Delira
> **Cc:** Martha Salazar; Darlene Betancourt
> **Subject:** Re: Hidalgo County Line of Credit
>
> With regards to extended terms we do work with agencies that require these conditions. If the county purchases strictly off it's own terms and conditions we can provide goods and services utilizing a purchase order only but those T&C's must be

submitted to our corporate office a minimum of 5 business days before any such transaction can take place in order for us to review and approve all documents.

Steve Echavarria
Area Commercial Account Specialist
Lowe's Companies
San Antonio and Surrounding Areas
210-870-8819 Mobile
877-841-5995 Fax

On Oct 10, 2012, at 4:03 PM, "Tanya.Delira" <tanya.delira@co.hidalgo.tx.us> wrote:

> <image001.gif>
> By any chance, do u have an agreement where the governing law is the State of Texas, since we are doing business in said State and/or can this agreement be modified to fit our needs?

From: Echavarria, Steve - Steve [mailto:steve.echavarria@lowes.com]
Sent: Wednesday, October 10, 2012 3:46 PM
To: Tanya.Delira
Subject: RE: Hidalgo County Line of Credit

I hope this is what you need. Please do not hesitate to contact me directly should you need any assistance at all.

Respectfully,

Steve Echavarria
Area Commercial Account Specialist
Lowe's Companies, Inc.
San Antonio And Surrounding Areas
Cell: 210-870-8819
Fax: 877-841-5995
www.lowesforpros.com
GSA Schedule Contract - GS21F0039X
TCPN Contract # R4954
"Total Business Solution"

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 3:22 PM
To: Echavarria, Steve - Steve
Subject: FW: Hidalgo County Line of Credit

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 1:36 PM
To: 'steve.echeverria@lowes.com'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Hidalgo County Line of Credit

Mr. Steve after carefully reviewing the Lowes Application for Credit and after being approved for a credit line of $20,000.00, I have realized that there is a Term Agreement that I would like for you to send me before continuing the credit process to be sent to our legal department for their review.

Your prompt attention to this matter is greatly appreciated, since we are excited to make business with your company.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

NOTICE: All information in and attached to the e-mail(s) below may be proprietary, confidential, privileged and otherwise protected from improper or erroneous disclosure. If you are not the sender's intended recipient, you are not authorized to intercept, read, print, retain, copy, forward, or disseminate this message. If you have erroneously received this communication, please notify the sender immediately by phone (704-758-1000) or by e-mail and destroy all copies of this message (electronic, paper, or otherwise). Thank you.

<lowes terms and conditions.pdf>

NOTICE: All information in and attached to the e-mail(s) below may be proprietary, confidential, privileged and otherwise protected from improper or erroneous disclosure. If you are not the sender's intended recipient, you are not authorized to intercept, read, print, retain, copy, forward, or disseminate this message. If you have erroneously received this communication, please notify the sender

immediately by phone (704-758-1000) or by e-mail and destroy all copies of this message (electronic, paper, or otherwise). Thank you.

<Terms & Conditions for Purchase Order.pdf>

NOTICE: All information in and attached to the e-mail(s) below may be proprietary, confidential, privileged and otherwise protected from improper or erroneous disclosure. If you are not the sender's intended recipient, you are not authorized to intercept, read, print, retain, copy, forward, or disseminate this message. If you have erroneously received this communication, please notify the sender immediately by phone (704-758-1000) or by e-mail and destroy all copies of this message (electronic, paper, or otherwise). Thank you.

AI-34923 **Purchasing Department 20. B. 1.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, Raul Sesin, P.E., Hidlalgo County Planning Department for: Hidalgo County Precinct No. 2 -"Minnesota Road-West of I Road Paving & Drainage Improvements Project"-RFB No. 2012-273-11-21-MSS.

BACKGROUND

Proposed Schedule of Events:

No.	Date	Event
1	11/03/12 + 11/10/12	Advertisements
2	11/13/12 @ 3:00 PM	Pre-Bid Conference
3	**11/21/12 @ 3:00 PM**	**BID OPENINGS**

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-084-0-731/841

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

BUDGETARY IMPACT:

Attachments

Plans and Specifications 2012-273-11-21-MSS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/25/2012 04:22 PM
Budget & Management	Merlen P. Munoz	10/26/2012 08:01 AM
Roland Garcia	Rolando Garcia	10/26/2012 03:53 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Moises Salazar Started On: 10/24/2012

Final Approval Date: 10/26/2012

FORMS OF CONTRACT, BONDS AND BID PROPOSALS

FOR

HIDALGO COUNTY PRECINCT NO. 2

MINNESOTA ROAD WEST OF I ROAD
PAVING AND DRAINAGE IMPROVEMENTS PROJECT

PROJECT NO.:

PREPARED BY:

RAUL E. SESIN, P.E., PROJECT ENGINEER
HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25th STREET
EDINBURG, TEXAS 78539

Hidalgo County Precinct No. 2
Minnesota Road West of I Road Paving and Drainage Improvements
Bid No.:

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REQUEST FOR
SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	**2012-273-11-21-MSS**	**-HIDALGO COUNTY PRECINCT NO. 2-** **"Minnesota Road West of I Road Paving and Drainage Improvements Project"**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Planning Department,** Raul Sesin, P.E., 1304 S. 25th St., Edinburg, TX 78539, Ph. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for Tuesday, November 13, 2012 at 3:00 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, 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 three (3) copies of bid and must be clearly identified and addressed for delivery to:

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

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, 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 will be accepted until **3:00 p.m. on Wednesday, November 21, 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 sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 14, 2012. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

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

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 2

-"Minnesota Road West of I Road Paving and Drainage Improvements Project"

RFB NO: 2012-273-11-21-MSS

Acceptance Date: **November 21, 2012**

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

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2-MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"** 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-2012-273-11-21-MSS- HIDALGO COUNTY PRECINCT NO. 2-MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"** 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 3:00 p.m., WEDNESDAY, November 21, 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 -2012-273-11-21-MSS- HIDALGO COUNTY PRECINCT NO. 2 -MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Raul Sesin, P.E., Hidalgo County Planning Department to the attention of, *Nora D Cavazos at nora.cavazos@hchd.org* . Please call 956-318-2842 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 14, 2012. Inquiries beyond this date will not be responded. Contact project 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.

   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-2012-273-11-21-MSS- HIDALGO COUNTY PRECINCT NO. 2-"MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"** 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**November 13, 2012**
Bid Opening,	**3:00 PM**	**November 21, 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 $100,000.

. 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 PRECINCT NO. 2

"MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"
BID-2012-273-11-21-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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted in response)

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (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,** November 21, 2012 at 3:00 PM **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. 2 – Minnesota Road West of I Road Paving and Drainage Improvements
Project Number: 2012-273-11-21-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 TAB
HIDALGO COUNTY PRECINCT No. 2
PROJECT #
MINNESOTA ROAD WEST OF I RD. ROAD AND DRAINAGE IMPROVEMENTS

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

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	5,627	SY	PRIME COAT (MC-30) ENTIRE BASE AND LEAVE IT READY FOR HMAC INSTALLATION (ESTIMATED 1,126.0 GAL.)	Dollars Cents		
2	6,561	SY	8" COMPACTED CALICHE (LABOR ONLY)	Dollars Cents		
3	6,561	SY	TENSAR TX 5 TriAx GEOGRID	Dollars Cents		
4	6,561	SY	EXCAVATE, TREAT WITH 2% LIME AND REWORK EXISTING ROAD SECTION TO ACHIEVE PROP 28.0' SUBGRADE	Dollars Cents		
5	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION.	Dollars Cents		
6	1	LS	REGRADE ROADSIDE DITCH AND RE-LAY EXISTING CULVERT PIPES	Dollars Cents		
7	1	LS	THERMOPLASTIC PERMANENT PAVEMENT MARKINGS INCLUDING BUT NOT LIMITED TO 4" YELLOW SOLID AND CENTER LINES, 4" WHITE EDGE LINE, 24" WHITE STOP LINE, LEFT HAND TURN ARROWS WITH WORDING, TYPE I-C OR II-C-R AND TYPE IIAA RAISED PAVEMENT MARKERS, AND 24" YELLOW SOLID LINES AND TRAFFIC DIRECTION ARROWS	Dollars Cents		
8	1	LS	TRAFFIC CONTROL	Dollars Cents		
9	355	SY	4" ASPHALT DRIVEWAYS	Dollars Cents		

10	92	SY	4" CONCRETE DRIVEWAYS	Dollars Cents		
11	34	LF	18" RCP CL III DRIVEWAY CULVERT PIPE	Dollars Cents		

Base Bid Price In Words	Bid In Figures
Dollars	$
Cents	

ADD ALTERNATE No. 1 BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	5,627	SY	2" HMAC TYPE "D"	Dollars Cents		

Add Alternate No. 1 Bid Price In Words	Bid In Figures
Dollars	$
Cents	

Total Bid Price In Words (Base Bid)	Bid In Figures
Dollars	$
Cents	

Total Bid Price In Words (Alternate #1)	Bid In Figures
Dollars	$
Cents	

STA - STATION
LS - LUMP SUMP
LF - LINEAR FEET
EA - EACH
SY - SQUARE YARD(S)

BIDDER/COMPANY NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **60** calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT #2
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-XX-XXX-XX-XX

This Agreement, entered into this_____day of _____, 2012 by and between **Hidalgo County** (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 2 "Minnesota Road West of I Road Paving and Drainage Improvements"

Hereinafter called the project, for the sum of _____ **($)** 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.

SAMPLE

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.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2011, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

SAMPLE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____,
a (2) _____, hereinafter called
Principal and (3)_____ of
_____, hereinafter called the
Surety, are held and firmly bound unto (4) _____ of
_____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____
_____, the Owner, dated the _____ day of _____, A.D. 200_____,
a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 2
"TOWER ROAD PHASE II ROAD AND DRAINAGE IMPROVEMENTS"

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the –1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D., 20____.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____ _____

(Address) Surety

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ _____

Witness as to Surety NOTE:If Contractor is partnership all Partners should execute bond

_____ Telephone Number:_____

(Address)

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____,who signed the said bond on behalf of the Principal was then _____
of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ _____ OF _____,____ hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200_____, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 2
"TOWER ROAD PHASE II ROAD AND DRAINAGE IMPROVEMENTS"

hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

(Texas Performance Bond) – Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____

(Address)

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Surety

_____

(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____,who signed the said bond on behalf of the Principal was then _____
of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

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	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 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 ☐ CL ☐ 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					

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

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.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

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

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or instrumentality's.
(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 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.

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

and

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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 performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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 perfomance 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.

Technical Specifications

GENERAL NOTES AND STANDARD SPECIFICATIONS

GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT NO. 2 AND CITY OF PHARR.

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 ROADWAY SECTION, 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

GENERAL NOTES

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.

17. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY, OR STATE.

18. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

19. 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).

20. 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. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO SAID SERVICES.

21. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN BACK OF CURB AND RIGHT OF WAY TO HAVE POSITIVE FLOW TO PROPOSED TOWER ROAD.

22. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

GENERAL NOTES

23. 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.

24. 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, ENTRANCE CULVERTS, 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.

25. 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 AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.

26. NEW CALICHE MATERIAL GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

27. EXISTING CALICHE TO BE EXCAVATED AND STOCKPILED. SAID EXISTING SECTION SHALL BE USED IN THE BOTTOM HALF OF THE ROAD AND SHALL BE CONSTRUCTED FROM EXCAVATED AND STOCKPILED CALICHE WITH THE COMBINATION OF EXISTING AND NEW TO ATTAIN THE REQUIRED 8 IN. DEPTH. 8 IN. BASE SHALL HAVE A MINIMUM OF 4 IN. NEW CALICHE AT THE TOP OF THE BASE SECTION. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE) AND SALVAGE CALICHE SHALL BE TREATED WITH TWO(2) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. SAID FILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE LIME TREATMENT OF THE EXISTING SECTION, SUB-GRADE FILL AND CROSS-SLOPE ROADSIDE DITCH GRADING ITEMS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM AND SHALL BE REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

28. 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 CURB & GUTTER AND ROADWAY. BASE AND SUB GRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 2.5%. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS CALICHE TO THE BASE THAT WOULD REQUIRED MORE THAN 8" OF CALICHE BASE DUE TO OVER EXCAVATIONS OF THE BASE & SUB GRADE.

29. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING TRAFFIC SIGNS (STOP SIGNS, ROAD NAMES, ETC.) TO COMPLETE ROAD AND DRAINAGE IMPROVEMENTS AND REPLACE WITH PROPER FOUNDATION IN ACCORDANCE

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 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.

GENERAL NOTES

WITH SPECIFICATIONS. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

30. CONTRACTOR SHALL PROVIDE STORM WATER POLLUTION PREVENTION PLAN (SWP3) PRIOR TO COMMENCEMENT OF CONSTRUCTION AS REQUIRED BY HIDALGO COUNTY AND OR TCEQ.

31. CONTRACTOR SHALL RELAY DRIVEWAY PIPE CULVERTS AS PART OF THE ROADSIDE DITCH GRADING OF PROJECT. SAID RELAYING OF CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

32. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS AS PER PROPOSED CONDITIONS STATED IN DRIVEWAY TABLE WORKSHEET.

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).

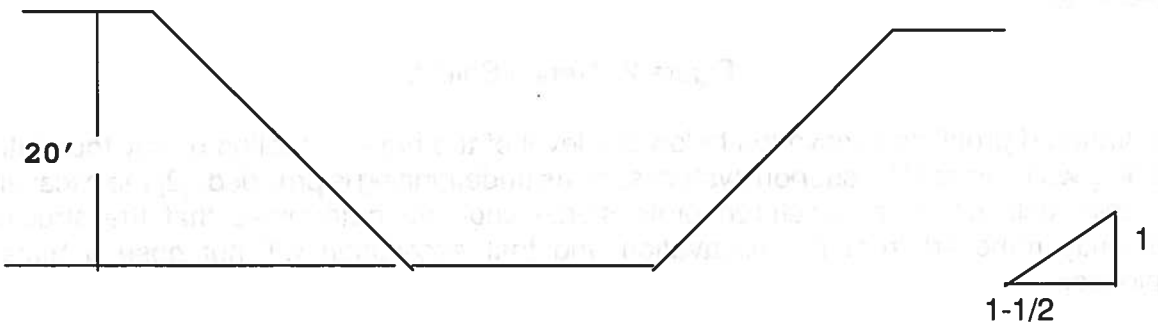


Figure 1. Excavations Made in Type C Soil

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

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800 W. Washington
Phoenix, ARIZONA 85007
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200 Folly Brook Boulevard
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1190 - St. Francis Drive
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Albany, NEW YORK 12240

(518) 457-2741
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Raleigh, NORTH CAROLINA 27601
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ADMINISTRATOR
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Oregon Department of Insurance and Finance-Room 160
Labor and Industries Building
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(503) 378-3272

SECRETARY
Puerto Rico Department of Labor and Human Resources
Prudencio Rivera Martinez Building
505 Munoz Rivera Avenue
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3600 Forest Drive
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COMMISSIONER
Tennessee Department of Labor
Attention: Robert Taylor
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Nashville, TENNESSEE 37254-0655
(615)741-2582

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Utah Occupational Safety and Health
160 East 300 South
P.O. Box 5800
Salt Lake City, UT 84110-5800
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Montpelier, VERMONT 05620
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Virgin Islands Department of Labor
22 Hospital Street
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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

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(AL,FL,GA,KY,*MS,NC,*SC,*TN*)
1375 Peachtree Street, N.E.
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*NV,*Trust Territories of the Pacific)
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San Francisco, CA 94105
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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 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

	GRADES			
TYPES	**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 un-cracked 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 at 77 F. (Secs.)		T 72	D 88		75-150				
at 122 F. (Secs.)					60-120	300			
at 140 F. (Secs.)					125-250	to			
at 180 F. (Secs.)					100-200	600			
Distillation Distillate (% of Total Distillate to 680 F)		T 78	D 402						
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.

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%

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.

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 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

TYPE-GRADE	OA-30		OA-175*8		OA-400	
	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 – <u>ALL OPTIONS</u>

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 * * ***

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, uncoated 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 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	45
80 F and Below	15	30
	Agitated Concrete	
Above 90 F	45	75
Above 75 F thru 90 F	60	90
75 F and Below	90	120

(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)

	Cement	Min.		Max. Water	Coarse	

Class of Conc.	per C.Y. Min. (sacks)	Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Cement Ratio Gal/sk	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

SIZE	LAP LENTH	
	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 * * ***

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.

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **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

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST QUESTIONNAIRE

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

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

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

Exhibit E-L

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

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.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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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) **SAMPLE**

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:

DRAFT

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/OI %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-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	$10.00	$700.00	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: _____

DRAFT

Printed Name:

DRAFT

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: _____

Exhibit E-I

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

Exhibit D-B

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

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. 2
Hector "Tito" Palacios, Commissioner

Minnesota Road West of I Road
Paving and Drainage Improvements

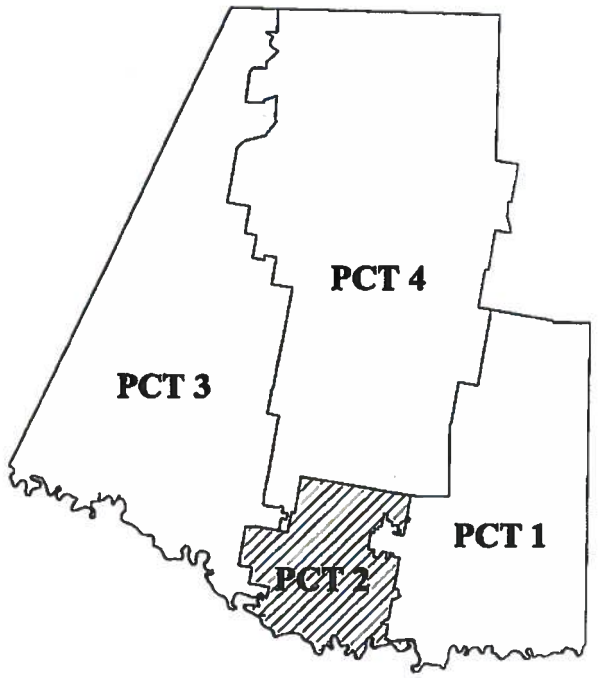
Hidalgo County Commissioner's Court

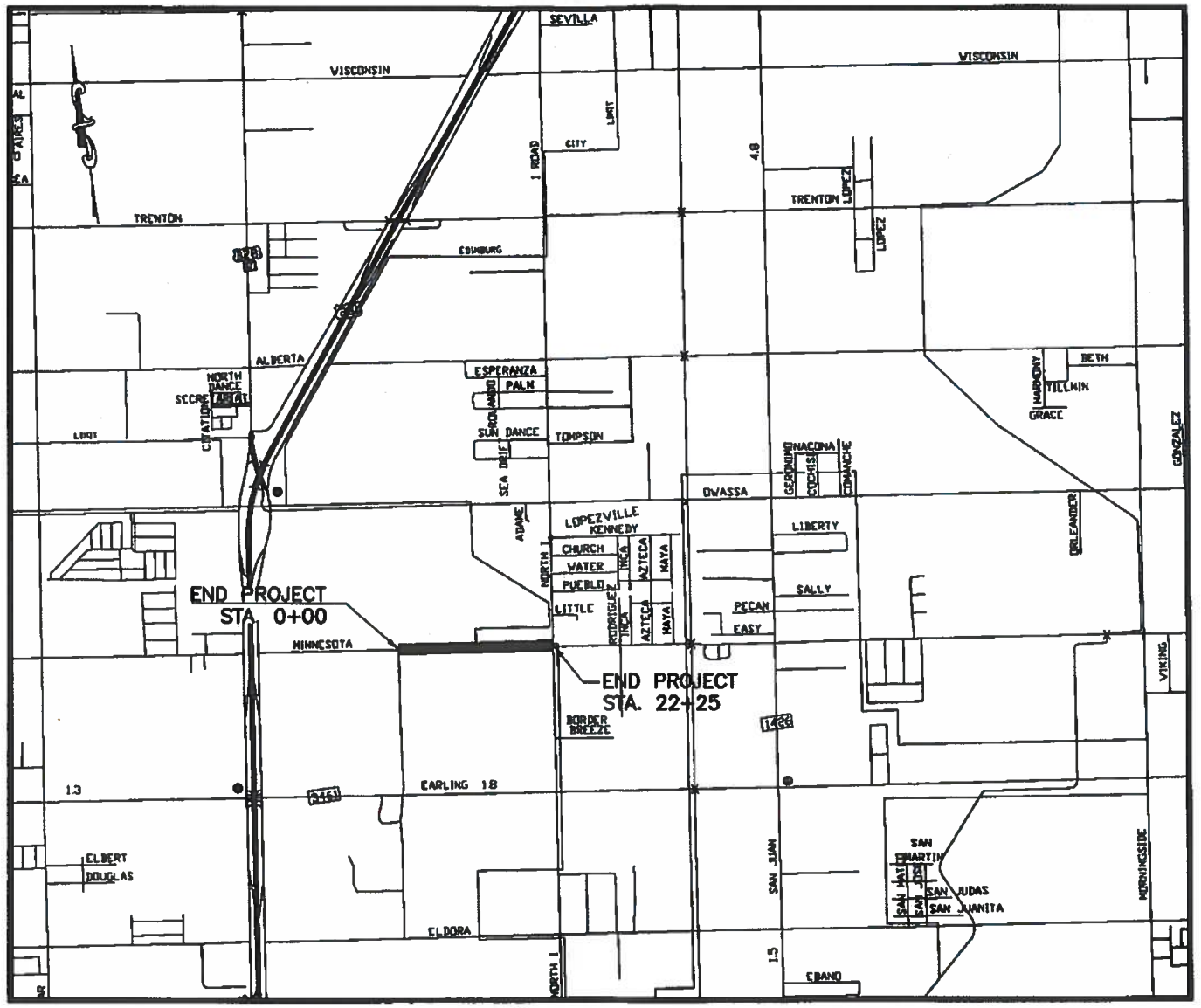
Ramon Garcia	County Judge
Joel Quintanilla	Commissioner Pct #1
Hector "Tito" Palacios	Commissioner Pct #2
Joe M. Flores	Commissioner Pct #3
Joseph Palacios	Commissioner Pct #4

Project Contractor: _____

Project Engineer: **Raul E. Sesin, P.E.**

PRECINCT 2 DRAINAGE PROJECT





LOCATION MAP - SCALE: 1"=3000'

MINNESOTA ROAD WEST OF "I" 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

09/27/12

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

GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2 AND CITY OF PHARR.

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 ROADWAY SECTION, 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.

17. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY, OR STATE.

18. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

19. 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).

20. 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. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO SAID SERVICES.

21. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN BACK OF CURB AND RIGHT OF WAY TO HAVE POSITIVE FLOW TO PROPOSED TOWER ROAD.

22. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

23. 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.

24. 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, ENTRANCE CULVERTS, 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.

25. 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 AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.

26. 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

27. EXISTING CALICHE TO BE EXCAVATED AND STOCKPILED. SAID EXISTING SECTION SHALL BE USED IN THE BOTTOM HALF OF THE ROAD AND SHALL BE CONSTRUCTED FROM EXCAVATED AND STOCKPILED CALICHE WITH THE COMBINATION OF EXISTING AND NEW TO ATTAIN THE REQUIRED 8 IN. DEPTH. 8 IN. BASE SHALL HAVE A MINIMUM OF 4 IN. NEW CALICHE AT THE TOP OF THE BASE SECTION. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE) AND SALVAGE CALICHE SHALL BE TREATED WITH TWO(2) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. SAID FILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE LIME TREATMENT OF THE EXISTING SECTION, SUB-GRADE FILL AND CROSS-SLOPE ROADSIDE DITCH GRADING ITEMS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM AND SHALL BE REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

28. 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 CURB & GUTTER AND ROADWAY. BASE AND SUB GRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 2.5%. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS CALICHE TO THE BASE THAT WOULD REQUIRED MORE THAN 8" OF CALICHE BASE DUE TO OVER EXCAVATIONS OF THE BASE & SUB GRADE.

29. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING TRAFFIC SIGNS (STOP SIGNS, ROAD NAMES, ETC.) TO COMPLETE ROAD AND DRAINAGE IMPROVEMENTS AND REPLACE WITH PROPER FOUNDATION IN ACCORDANCE WITH SPECIFICATIONS. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

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

MINNESOTA RD WEST
OF I ROAD

TYPICAL GENERAL NOTES

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 shown designated date

RAUL E. SESIN P.E. No. 86374

SCALE: NTS
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-1

Drawing: L:\PCT 2\Minnesota west of I\MINNESOTA west GENERAL NOTES.dwg Plotted by: cynthia.perez

MINNESOTA RD WEST OF I RD

EXIST. TOPOGRAPHY

COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

HIDALGO COUNTY
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RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

DRAWN BY:	CYNTHIA PEREZ
CHECKED BY:	RAUL E. SESIN
	EDGAR ISIDRO
	S-2

1"=50'

RAUL E. SESIN 83574 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

12/21/12

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Drawing: S:\PCT 2\Information mod of I rd\U Rd and Minnesota Topography n Prof.DWG
Layout Tab: TOPO Date: 09/27/2012 Time: 01:12:35 PM
Plotted by: cynthiaperez

SILVIA OVERA GD 2304542

MINNESOTA RD

FND IR

FND IR

FND IR

MINNESOTA RD WEST OF I RD
EXIST. TOPOGRAPHY

COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2

DRAINAGE IMPROVEMENTS PROJECT

HIDALGO COUNTY
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RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

S-3
EDGAR ISIDRO
RAUL E. SESIN
CYNTHIA PEREZ
1"=50'

Drawing: S:\PDT_Projects\Minnesota west of I rd\ Rd and Minnesota Topography a PwfaLDWG
Layout: Tab1 XOYO Date: 08/27/2012 Time: 01:12:53 PM
Plotted by: cynthiaperez

RD (AKA IVETERANS RD)
"I"

MINNESOTA RD

ASPHALT
20.99'
WD. DOC. No. 951288 H.C.D.R.
JOSE DE JESUS RIOS TIJERINA AND DEBORAH JEAN RIOS TIJERINA

EXISTING SIDE WALK AND BACK OF CURB

ALIGNMENT @ ROAD CENTERLINE

APPROX LOCATION OF EXIST WATERLINE

APPROX LOCATION OF EXIST. TELEPHONE LINES

15' NAWSC ESMT

GORDON & CATHERINE FAMILY LTD
WD DOC No. 2268233 H.C.D.R.

JENKINS GORDON & CATHERINE FAMILY LTD
WD DOC No. 2268233 H.C.D.R.

FND IR
FND CPS
FND IRON ROD
PALM TREE
PINE TREE
GUY WIRE
TREE
POWER POLE
MAILBOX
WATER METER
WATER VALVE
SIGN
TELEPHONE BOX
GATEWELL
IRRIGATION VALVE
WATER FAUCET
TELEPHONE MARKER
FIRE HYDRANT
IRRIGATION VENT
STORM MANHOLE
TYPE "C" GRATED INLET
TYPE "C-C" GRATED INLET
TYPE "A" INLET
SANITARY SEWER MANHOLE

ASPHALT
21.21'
JENKINS GORDON & CATHERINE FAM
WD DOC No. 2268233 H.C.D.R.

ANILA UVALDO G & YOLANDA B
VOL.1819, PG415 H.C.D.R.

ANILA UVALDO
VOL. 3280, PG 859 H.C.D.R.

LOPEZ BLANCA ESTHELA
WD DOC. No. 1195593 H.C.D.R.

LOPEZ JAIME & BLANCA E
WD DOC. No. 1738470 H.C.D.R.

TIJERINA HORACIO & CONCEPCION
VOL.1800 PG.885 H.C.D.R.

FRANKS SUBDIVISION
VOL.55 PG.14

KELLY-PHARR
SUBDIVISION LOT 81
VOL. 3 PG.133-134

APPROX LOCATION OF EXIST. UNDER GROUND CABLE

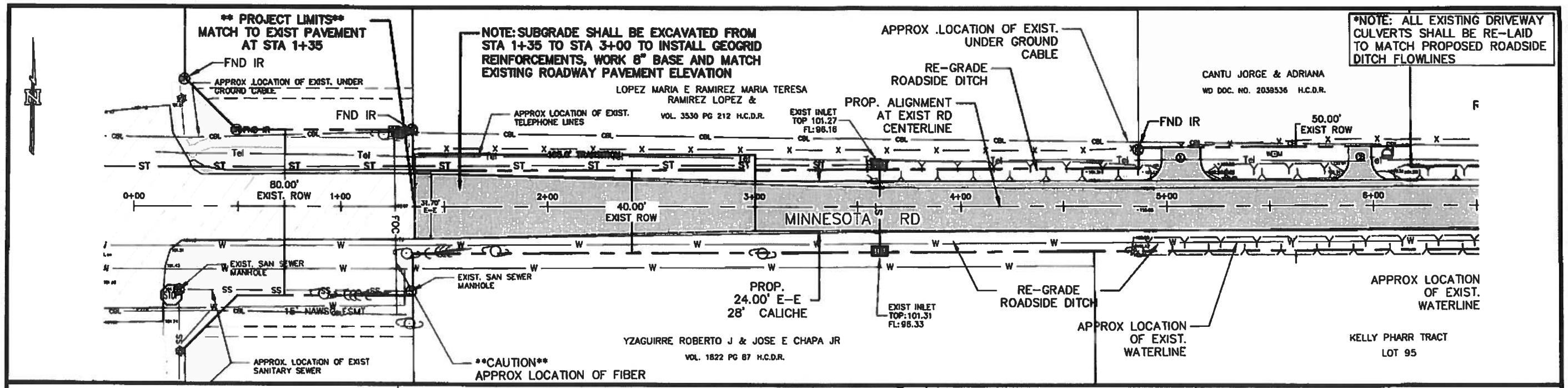
ALIGNMENT @ ROAD CENTERLINE

APPROX LOCATION OF EXIST WATERLINE

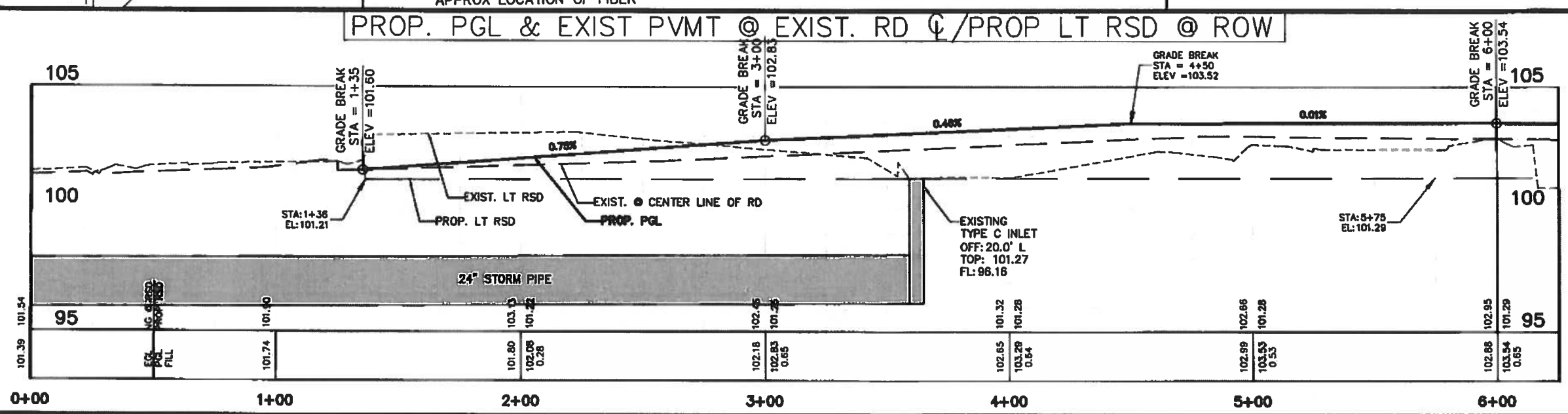
APPROX LOCATION OF EXIST. TELEPHONE LINES

MINNESOTA RD

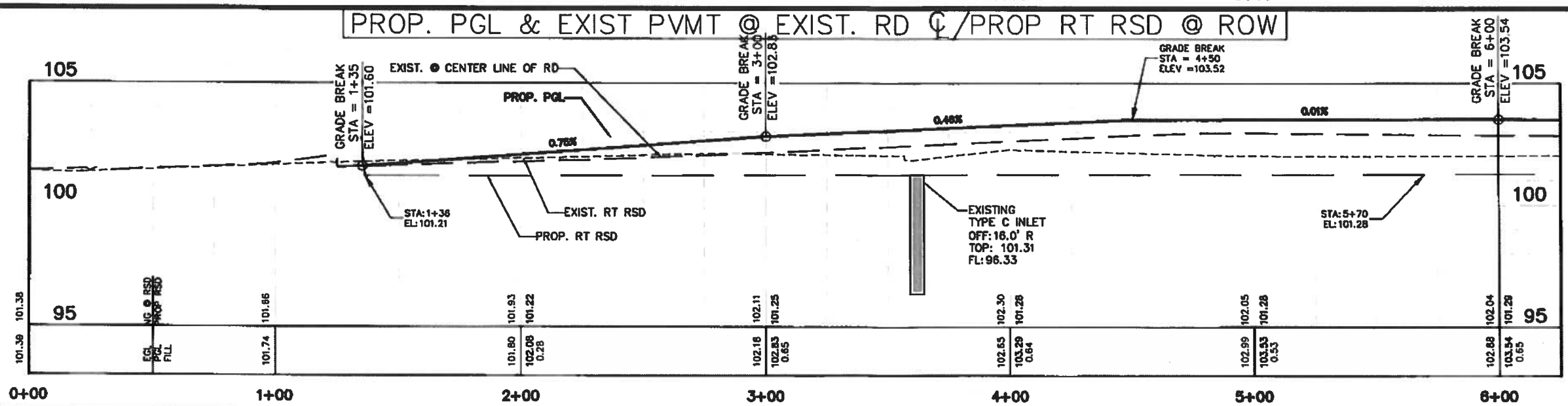
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PROP. PGL & EXIST PVMT @ EXIST. RD ℄/PROP LT RSD @ ROW



PROP. PGL & EXIST PVMT @ EXIST. RD ℄/PROP RT RSD @ ROW



HIDALGO COUNTY
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PLANNING ADMINISTRATOR

COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

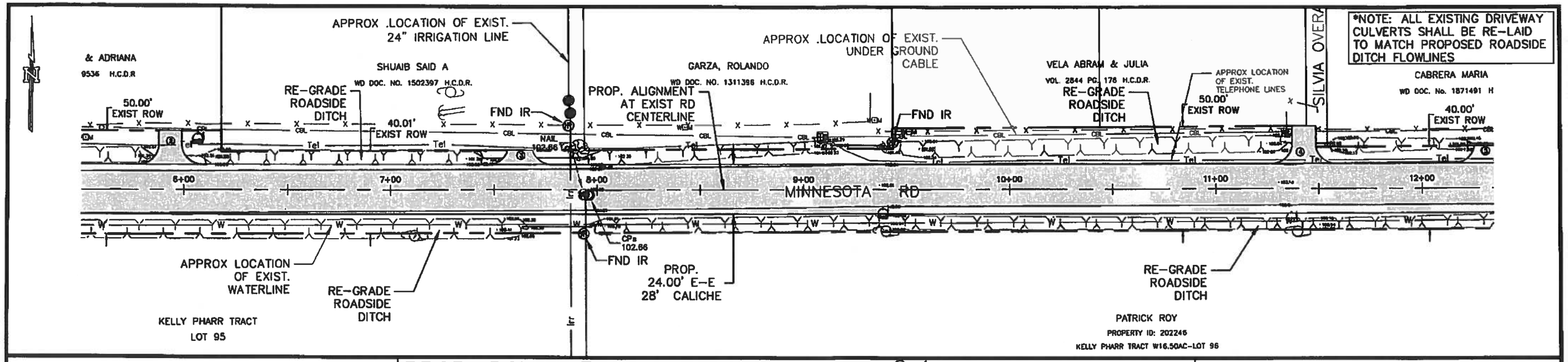
MINNESOTA WEST
OF I ROAD
PLAN & PROFILES
STA 0+00—STA 6+00

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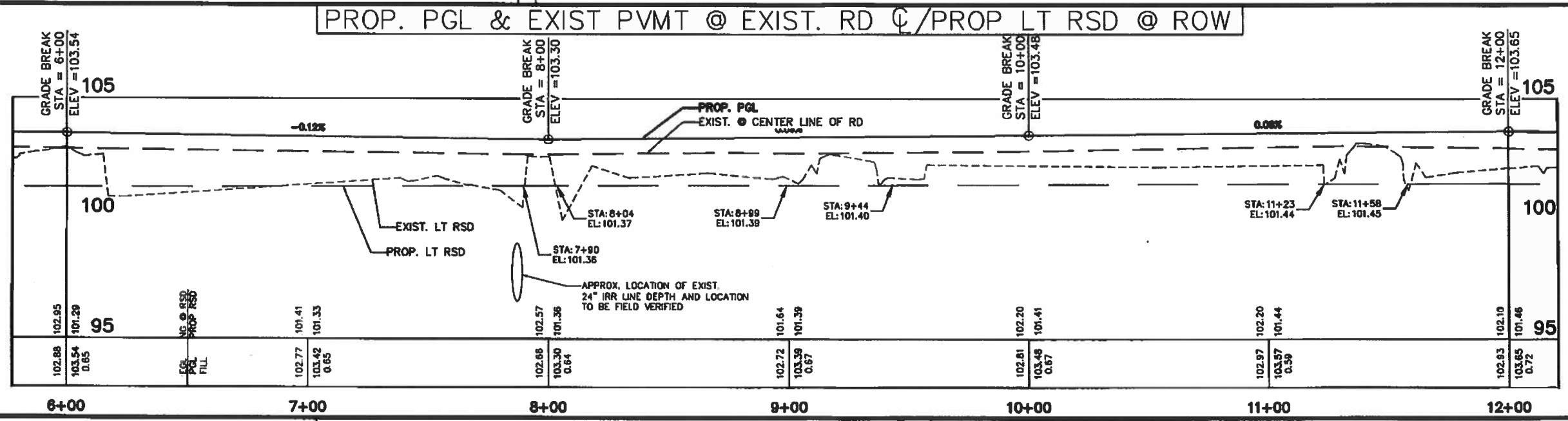
RAUL E. SESIN P.E. No. 86374

SCALE: (V) 1"=5' (H)1"=50'
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-4

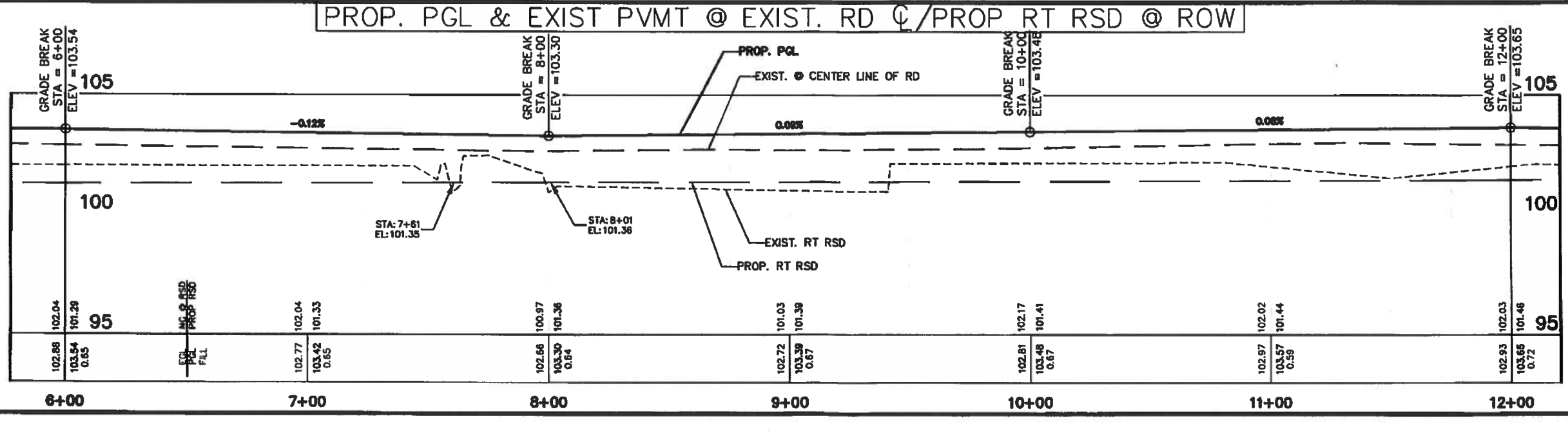
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Layout Tab: PVMT Date: 09/27/2012 Time: 01:13:35 PM



PROP. PGL & EXIST PVMT @ EXIST. RD ℄/PROP LT RSD @ ROW



PROP. PGL & EXIST PVMT @ EXIST. RD ℄/PROP RT RSD @ ROW



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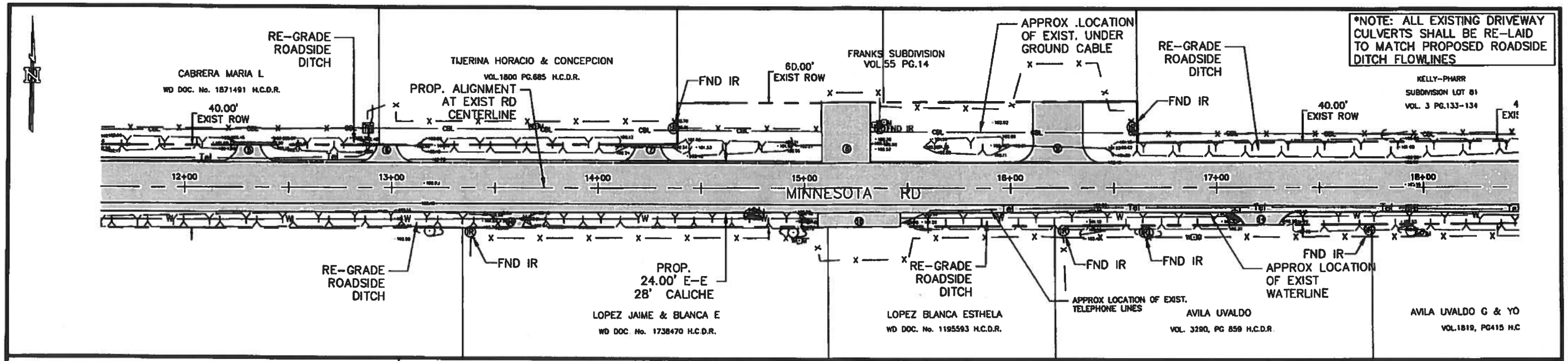
MINNESOTA WEST
OF I ROAD

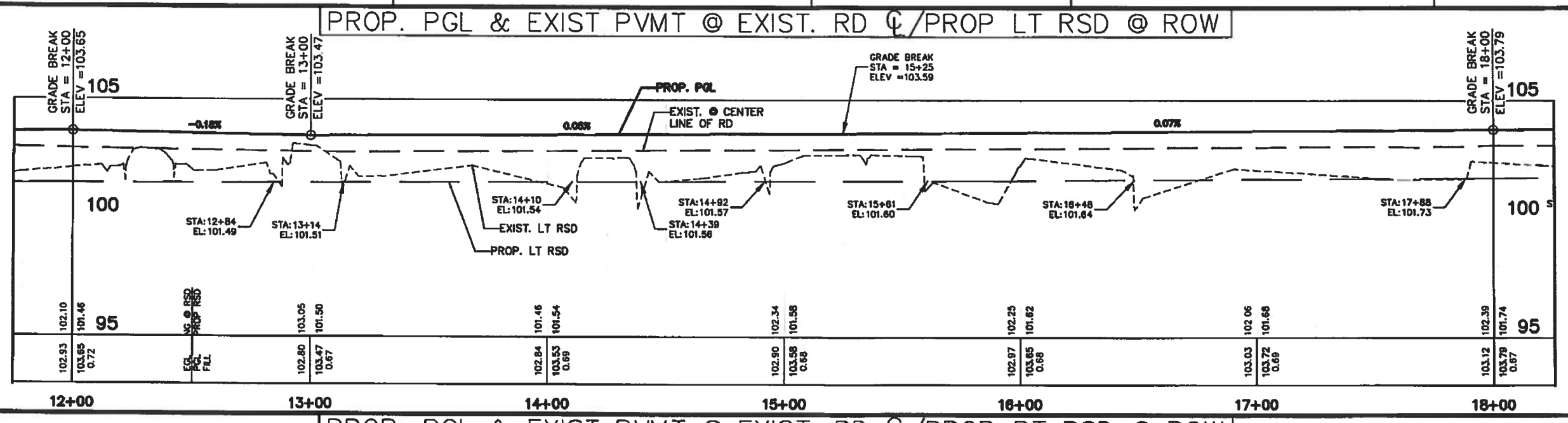
PLAN & PROFILES

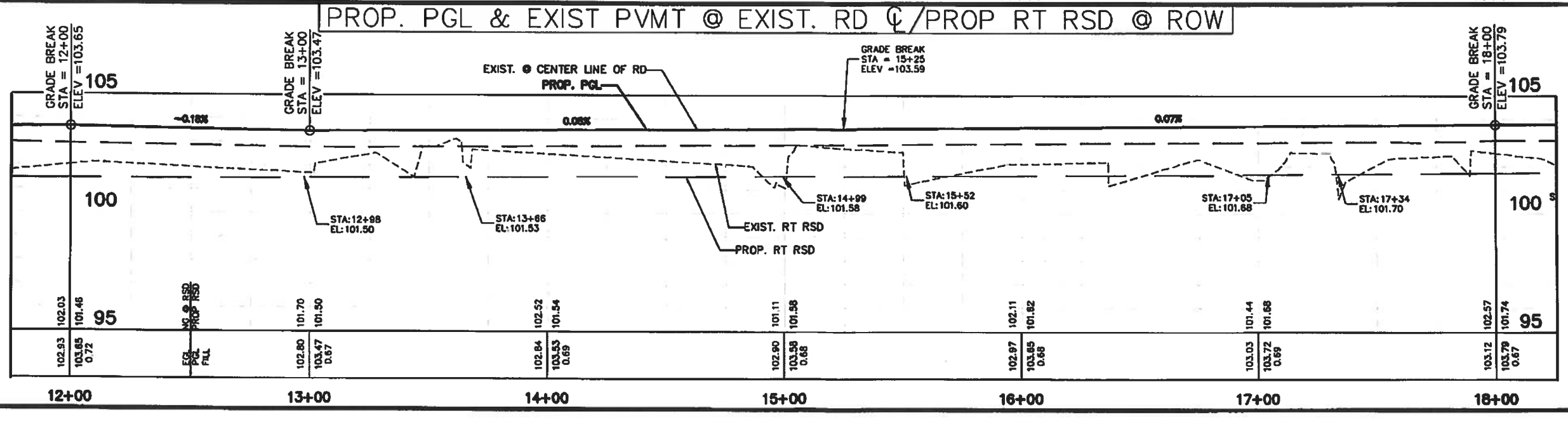
STA 6+00-STA 12+00

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COPY BY: EDGAR ISIDRO
SHEET: S-5







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HIDALGO COUNTY PCT 2
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PROJECT

MINNESOTA WEST
OF I ROAD

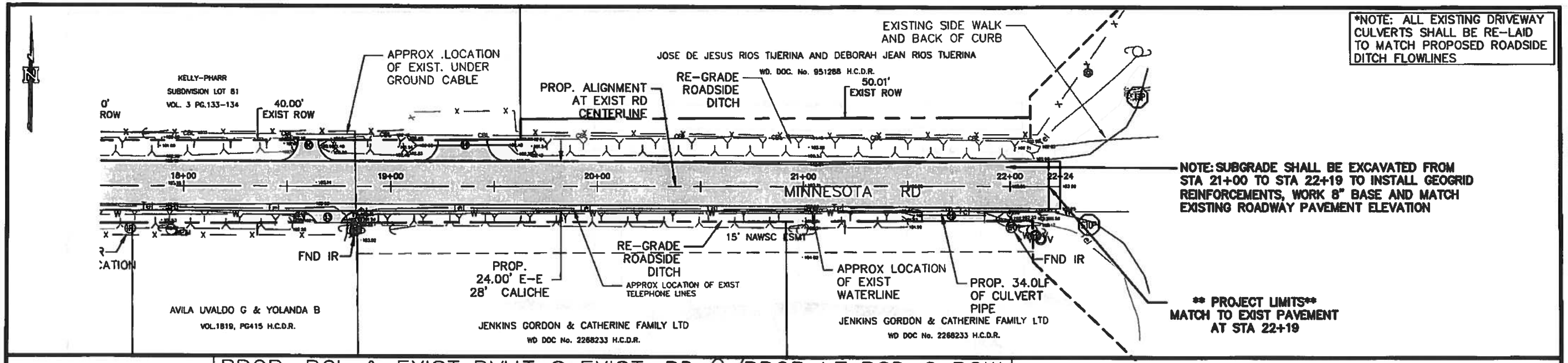
PLAN & PROFILES
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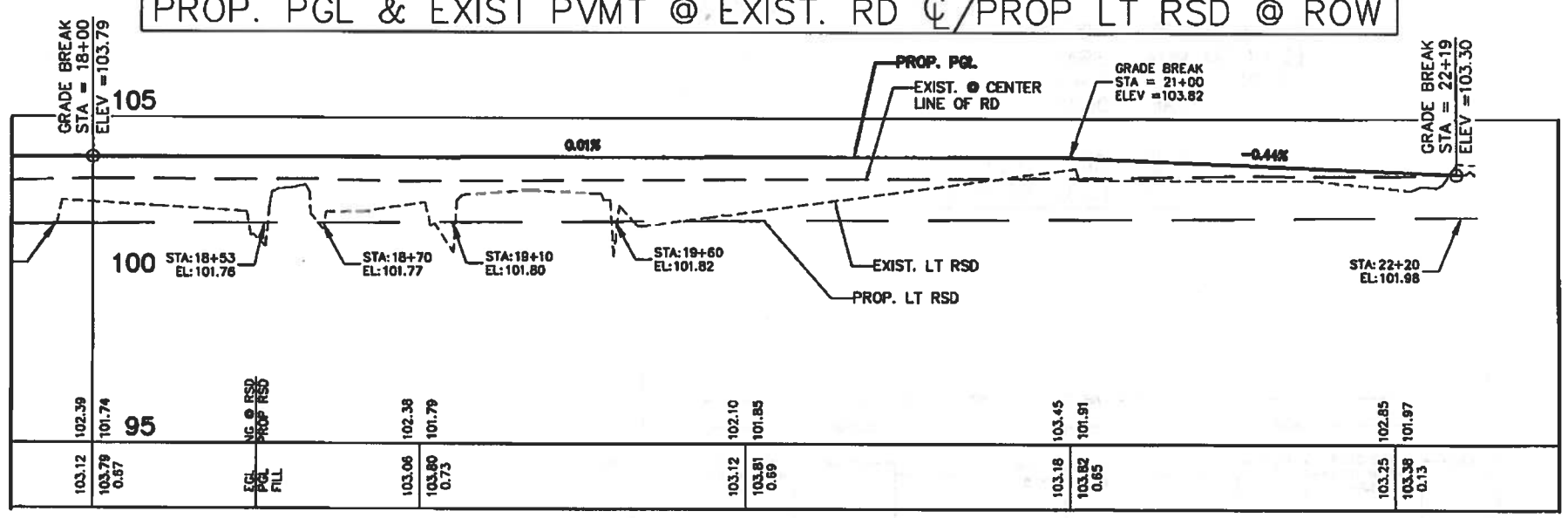
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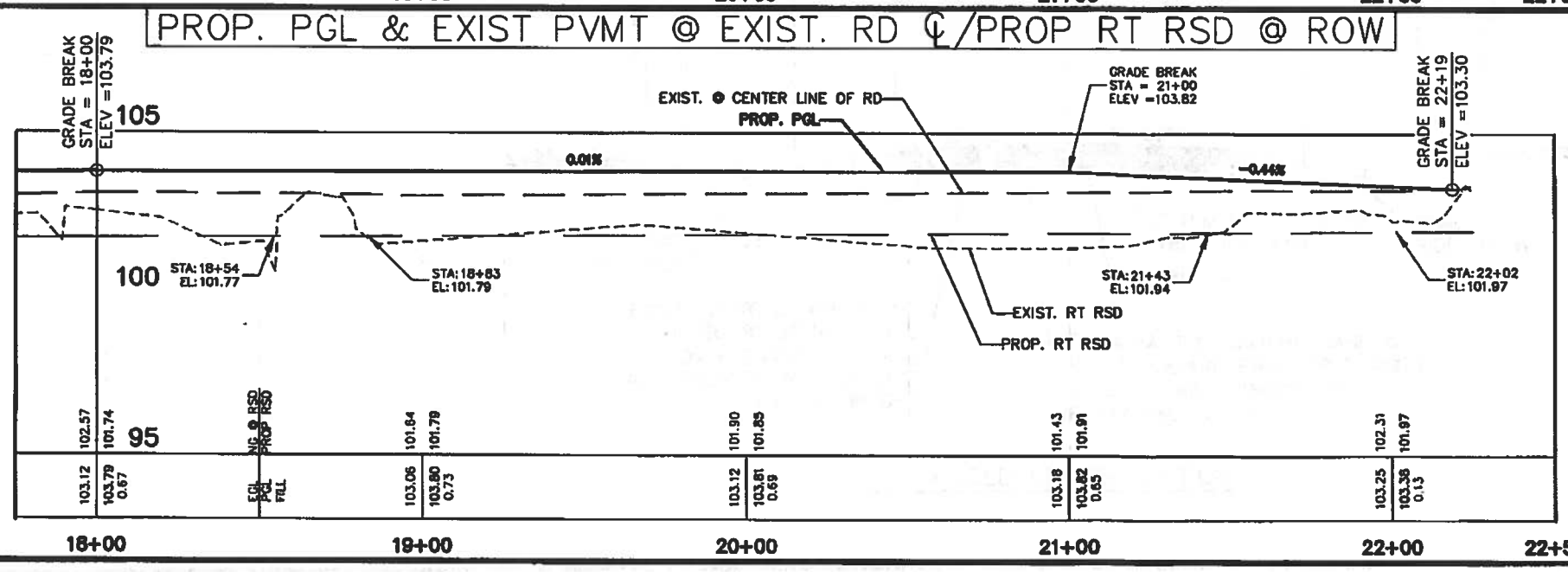
RAUL E. SESIN-REG. No. 86374

SCALE: (V) 1"=5' (H)1"=50'
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
TOPY BY: EDGAR ISIDRO
SHEET: S-6

Drawing: E:\PCT 2\minnesota west of I rd\ Rd and Minnesota Topography n Path.dgn Plotted by: cynthia.perez
Layout Tab: Plan Date: 09/27/2012 Time: 01:14:46 PM







HIDALGO COUNTY
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COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

MINNESOTA WEST OF I ROAD

PLAN & PROFILE

STA 18+00-STA 22+25

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

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RAUL E. SESIN P.E. No. 86374

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CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-7

Drawing: E:\PCT 2\Minnesota west of I rd\V Rd and Minnesota Topography n PnPaLDWG) Plotted by: cynthia.perez

S-9

EDGAR ISIDRO
TOPO BY:

RAUL E. SESIN
CHECKED BY:

CYNTHIA PEREZ
DRAWN BY:

1"=50'
SCALE:

RAUL E. SESIN-P.E. No. 83574
Date: 2/13/2012

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STATE OF TEXAS
RAUL E. SESIN
83574
LICENSED
PROFESSIONAL ENGINEER

Drawing: S:\PW\Engineering work\ J RD\ Rd and Minnesota Topography n Profile.DWG
Layout Tabs: DRW TABLES Date: 09/27/2012 Time: 01:18:05 PM

MINNESOTA RD WEST OF I RD
PROP. DRIVEWAYS

COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS PROJECT

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT

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RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

Plotted by: cynthiaperez

MINNESOTA RD

RE-GRADE ROADSIDE DITCH

PATRICK ROY
PROPERTY ID: 202246
KELLY PHARR TRACT W16.50AC-LOT 96

PROP. 24.00' E-E 28' CALICHE

FND IR

CP# 102.66

KELLY PHARR TRACT
LOT 95

RE-GRADE ROADSIDE DITCH

SHUAIB SAID A
WD DOC. NO. 1502397 H.C.D.R.

EXIST ROW 40.01'

NAIL 102.66

PROP. ALIGNMENT AT EXIST RD CENTERLINE

GARZA, ROLANDO
WD DOC. NO. 1311396 H.C.D.R

VELA ABRAHAM & JULIA
VOL. 2844 PG. 176 H.C.D.R.

EXIST ROW 50.00'

RE-GRADE ROADSIDE DITCH

FND IR

CABRERA MARIA L
WD DOC. NO. 1871491 H.C.D.R.

EXIST ROW 40.00'

RE-GRADE ROADSIDE DITCH

PROP. AL AT CE

SILVIA OVERA GD 2304542

*NOTE: ALL EXISTING DRIVEWAY CULVERTS SHALL BE RE-LAID TO MATCH PROPOSED ROADSIDE DITCH FLOWLINES

KELLY PHARR TRACT
LOT 95

YZAGUIRRE ROBERTO J & JOSE E CHAPA JR
VOL. 1822 PG 87 H.C.D.R.

RE-GRADE ROADSIDE DITCH

PROP. 24.00' E-E 28' CALICHE

EXIST ROW 40.00'

LOPEZ MARIA E RAMIREZ MARIA TERESA RAMIREZ LOPEZ &
VOL. 3530 PG 212 H.C.D.R.

PROP. ALIGNMENT AT EXIST RD CENTERLINE

RE-GRADE ROADSIDE DITCH

CANTU JORGE & ADRIANA
WD DOC. NO. 2039536 H.C.D.R

EXIST ROW 50.00'

FND IR

RE-G ROA

HUISACHE ST

15' NAWSC ESMT

STOP

WOV WOV

FND IR

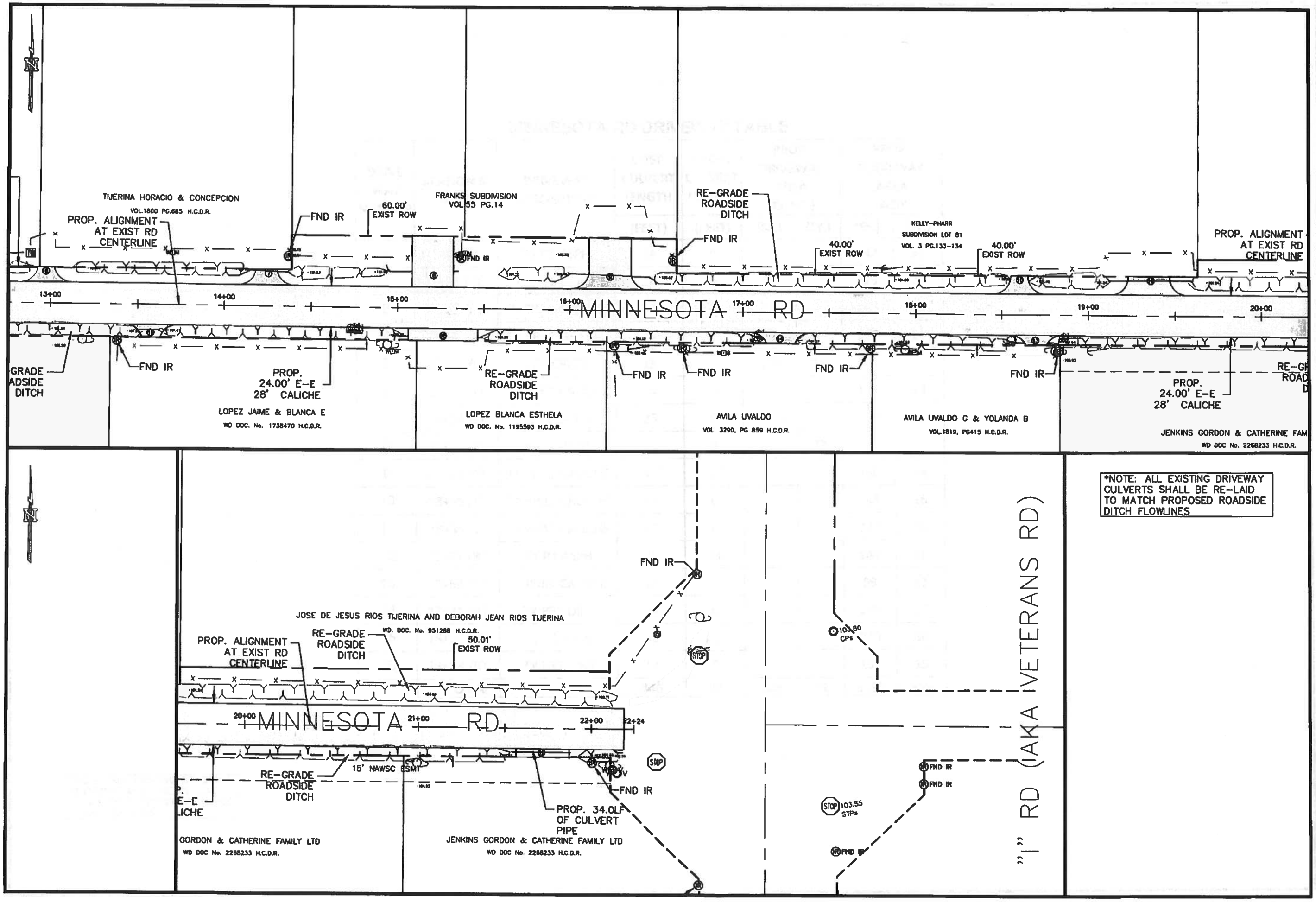
FND IR

EXIST. ROW 80.00'

FND IR

FND IR

STOP



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

MINNESOTA RD WEST OF I RD
PROP. DRIVEWAYS

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 [illegible] Not to be used for bidding purposes.

RAUL E. SESIN P.E. NO. 86374

SCALE: 1"=50'

DRAWN BY: CYNTHIA PEREZ

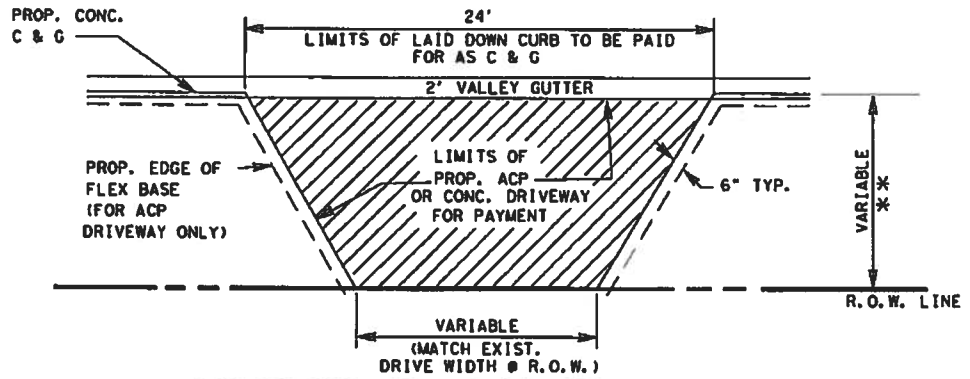
CHECKED BY: RAUL E. SESIN

TOPO BY: EDGAR ISIDRO

S-10

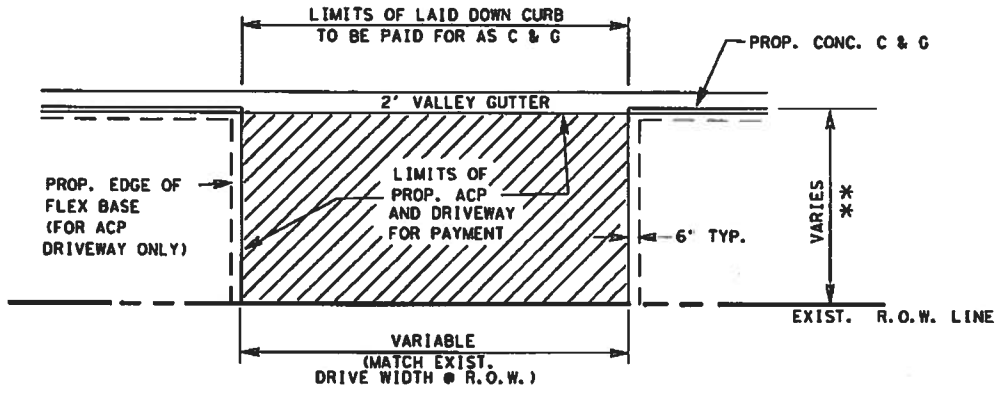
Drawing: E:\PCT 2\minnesota west of I rd\PW file\ Minnesota Topography n Prof+LDWG) Plotted by: cynthia.perez
Layout Tab: DRIVE RADIUS Date: 09/27/2012 Time: 01:11:28 PM

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH LESS THAN 24')

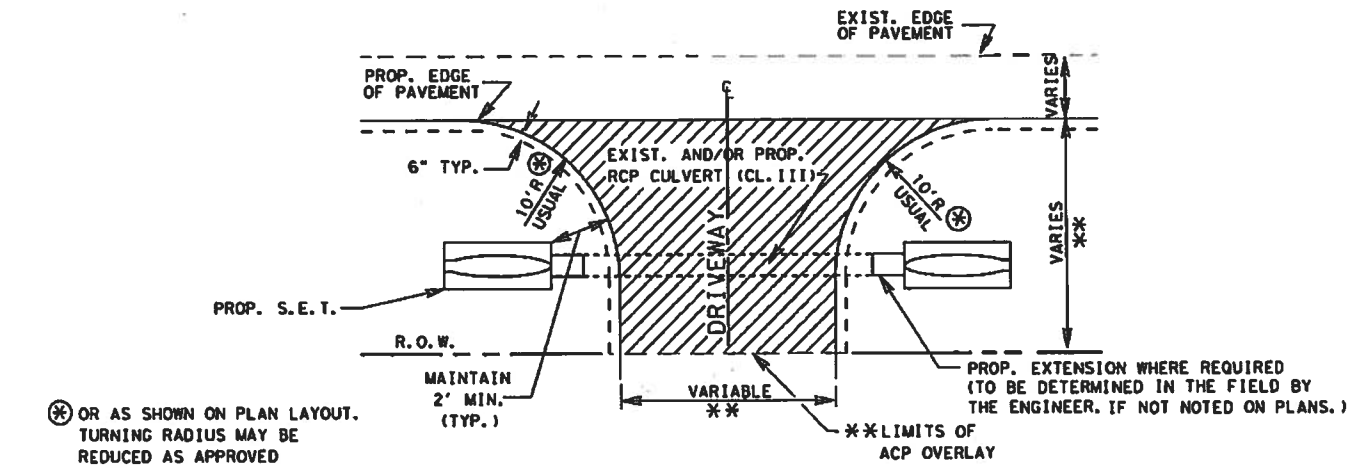
** SEE P&P SHEETS



PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

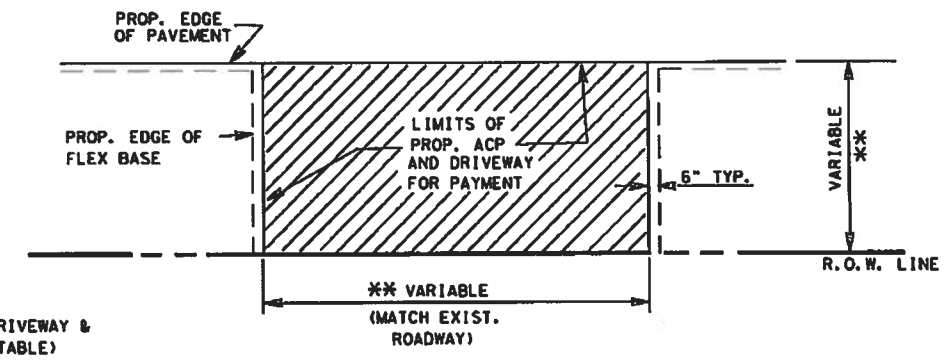
N.T.S.

PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



@ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

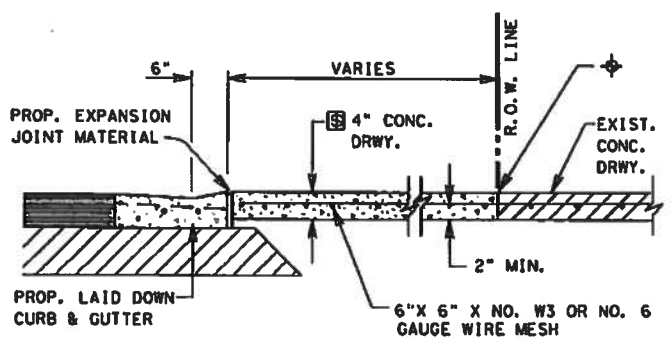
PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH LESS THAN 24')



** FOR DETAILS SEE DRIVEWAY & TURNOUT DETAILS (TABLE)

PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N.T.S.



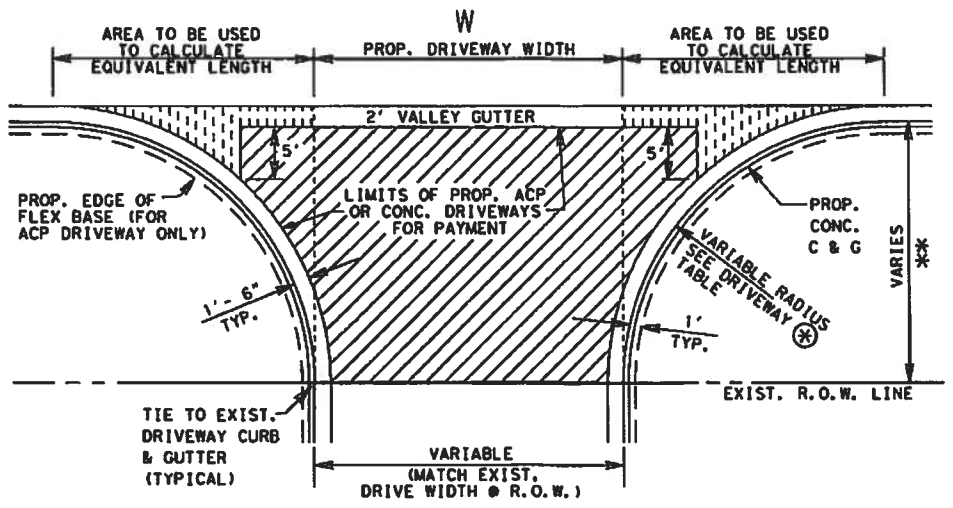
TYPICAL CONCRETE DRIVEWAY SECTION

CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

6" FOR COMMERCIAL DRIVES

N.T.S.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES
SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N.T.S.

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER = W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PRB-1
EXIST. PAVED CALICHE AND /OR GRAVEL DRIVEWAYS TO BE SCARIFED AND RECONSTRUCTED WITH 3" NEW AND/OR SALVAGE FLEX. BASE TO MATCH THE PROPOSED WIDENED SECTION. THEN PRIMED AND SURFACED WITH 114#/SY ACP (TY "D")

TY PB-1
EXIST. UNPAVED PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP.

TY P1
EXIST. PAVED DRIVEWAYS TO BE PAVED WITH 114#/SY ACP TY "D".

© TxDOT 2005

PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 4/05 DRIVEWAY2.DGN

CONT. NO.	DIST. NO.	PROJECT NO.	FILE NO.	SHEET NO.
6				

STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					

AD-76-0

AI-34978 **Purchasing Department** **20. B. 2.**

CC REGULAR

Meeting Date: 10/30/2012

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 $118,915.49 for the installation of (7) New poles to include lighting/materials and any other appurtenances as may be needed at the Baseball Park located in Lopezville, Pct. #2 as reviewed and approved by project engineer, Raul Sesin, PE, Hidalgo County Planning Deprtment-Project #2012-274-OGG.

BACKGROUND

Proposed project consists of installation of (7) new poles to include all lights, materials and any other appurtenances in order to light up the baseball field located in Lopezville, Pct. #2 area.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-452-00-122-054-0-739

FUNDS AVAILABLE Y/N?: YES/Pend **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

As per Pct. #2 proposed project has only $101,336.00 in Acct. #2-1342-452-00-122-054-0-739; however please refer to agenda item 34925 for the appropriate transfers to this acct number.

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/26/2012 01:16 PM
Budget & Management	Merlen P. Munoz	10/26/2012 01:47 PM
Roland Garcia	Rolando Garcia	10/26/2012 03:37 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Oscar Garza Started On: 10/26/2012 11:08 AM

Final Approval Date: 10/26/2012

From:	Katia Garcia
To:	oscarg.garza@co.hidalgo.tx.us
Cc:	"Agapito Vargas"; "Raul Silguero"
Subject:	FW: Request form Baseball field lighting
Date:	Wednesday, October 24, 2012 4:58:01 PM
Attachments:	Purchasing Request Form - Lopezville Park.pdf

Mr. Garza,

Please see attached form. This is for the baseball field lighting at Lopezville Park. Please note there is only $110,000 currently available under account # 2-1342-452-00-122-054-0-739 but will be placing an item on the agenda to transfer additional funding needed. Please reference AI-34925 in order to avoid funding concerns on this agenda item.

If you have any questions or need additional information please let me know.

Thank you,
Katia

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, October 24, 2012 4:06 PM
To: 'Raul Silguero'
Cc: 'Katia Garcia'; 'Raul Lozano'; 'Eralio Palacios'; 'charlie'
Subject: Request form Baseball field lighting

Please sign and complete the attached form and submit to Oscar at Purchasing to be placed in this coming Tuesday Commissioner's Court.
thanks,
Agapito

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE FACILITY PARTNERS

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY

RECEIVED OCT 23 2012 By norma 10:57

Date: 10/23/2012

Project: Baseball Park Lighting - Pharr, TX

Location: Pharr, TX

Project Summary: Install 7 light poles with all necessay/required materials at ball park.

National averages based on quantity and unit prices from RS Means - net of City Cost Index			$ 135,331.17
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 117,738.11
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		
			$ 117,738.11
Annual Volume Discount Factors (12 month)			
>$1,500,000	0.98	X	
			$
Project Allowances - see attached			
			$
Permits & Fees	2%		$
			$
Architectural & Engineering Fees	____%		$
			$
Performance & Payment Bond	1%		$
			$ 1,177.38
		Delivery Order Request Quote	$ 118,915.49

Gilbert Herrera — Date 10/23/12

Herrera & Hunt, Inc. - Choice Facilities Partners Contract # 09-040JC-07

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 26 Electrical Subtotal					**$69,277.35**
Division 31 Earthwork					
312316141450	Excavating, chain trencher, utility trench, common earth, 6" wide, 36" deep, backfill by hand, includes compaction, add	1,450.00	L.F.	$2.00	$2,900.00
312323171000	Fill, gravel fill, compacted, under floor slabs, alternate pricing method, 4" deep	12.00	E.C.Y.	$84.19	$1,010.28
316213234000	Prestressed concrete piles, square, 40' long, 18" square, priced using 200 piles, excludes pile caps or mobilization	490.00	V.L.F.	$65.99	$32,335.10
316329130085	Uncased drilled concrete piers, cast in place augered piles, 18" diameter, priced using 200 piles, 60' long, unless specified otherwise, excludes pile caps or mobilization, casing or reinforcing	80.00	V.L.F.	$43.17	$3,453.60
Division 31 Earthwork Subtotal					**$39,698.98**
					135,331.17

Minnesota Rd
Edinburg ,Tx, Texas, 78539
Date: 23-Oct-12

Sports Lighting At Baseball park
Year 2012 Quarter 3
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	4.00	Week	$2,125.00	$8,500.00
013113200240	Field personnel, superintendent, minimum	2.00	Week	$2,775.00	$5,550.00
015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	2.00	Day	$1,108.94	$2,217.88
015433600120	Lifting and hoisting equipment rental; aerial lift truck, 2 pers, 80', Excl. Hourly Oper. Cost.	2.00	Week	$2,271.37	$4,542.74
015433602560	Rent crane truck mounted, hydraulic, 40 ton capacity, Incl. Hourly Oper. Cost.	1.00	Week	$4,685.42	$4,685.42
015436501150	Mobilization or demobilization, delivery charge for equipment, on flatbed trailer behind pickup truck	5.00	Ea.	$108.44	$542.20
015436502000	Mobilization or demobilization, crane, truck-mounted, up to 75 ton, (driver only, one-way)	10.00	Ea.	$31.66	$316.60
Division 01 General Requirements Subtotal					**$26,354.84**
Division 26 Electrical					
260519901300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway	35.00	C.L.F.	$57.11	$1,998.85
260519901350	Wire, copper, stranded, 600 volt, #6, type THWN-THHN, in raceway	35.00	C.L.F.	$85.92	$3,007.20
260519901400	Wire, copper, stranded, 600 volt, #4, type THWN-THHN, in raceway	35.00	C.L.F.	$124.91	$4,371.85
260533139120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	1,500.00	L.F.	$3.80	$5,700.00
260533139150	PVC conduit, schedule 40, 2" diameter, to 15' H, incl terminations, fittings, & support	475.00	L.F.	$6.39	$3,035.25
260533186300	Wiring boxes, dust tight & drip tight, 24" L x 30" W x 6" D, NEMA 12, J.I.C.	2.00	Ea.	$507.64	$1,015.28
262413200810	Switchboards, main fusible switch, 3 pole, 4 wire, 120/208, 120/240 V, 400 amp, incl fuse	1.00	Ea.	$3,762.68	$3,762.68
262419206020	Fuse, light contactor, type A, 200 amp, NEMA 12	2.00	Ea.	$7,961.20	$15,922.40
265613106000	Light poles, galvanized steel, bracket arms, 4 arm, excl concrete bases	14.00	Ea.	$434.93	$6,089.02
265613106460	Light poles, wood, 4-1/2" x 5-1/8", 20' high, excl concrete bases	1.00	Ea.	$688.57	$688.57
265636202210	Floodlights, exterior, metal halide, 1500 watt, incl ballast and lamp, excl pole	35.00	Ea.	$676.75	$23,686.25

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: 10/24/2012	
Department: Precinct No. 2 Parks	
Name of Approving Elected Official/Department Head/Supervisor: Raul Silguero	
Point of Contact: Charlie Contreras	Contact Phone Number: 956/533-8962 Contact Fax Number: 956/787-4683
Contact E-Mail carlos.contreras@co.hidalgo.tx.us	
Budget Account Number: 2-1342-452-00-122-054-0-739	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required: November 16,2012	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Installation of Baseball Lighting at the Precinct No. 2 Lopezville Park and Baseball field

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

AI-34935 **Purchasing Department 20. C. 1.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, 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 service;

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 Engineering Services Providers as required by Precinct No. 3 for "Road & Bridge Projects, and Drainage Improvement Projects"

Evaluators	Javier Hinojosa Engineering	Quintanilla, Headley & Associates, Inc.	Rodriguez Engineering
Evaluator 1	98	93	90
Rank			

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for the provision of professional services for "Road & Bridge Projects and Drainage Improvement Project," for Hidalgo County Precinct #3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-123-005-0-334

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

BUDGETARY IMPACT:

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/26/2012 03:26 PM
Budget & Management	Merlen P. Munoz	10/26/2012 05:00 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Rocio Villarreal Started On: 10/24/2012 04:50 PM

Final Approval Date: 10/26/2012

HIDALGO COUNTY PRECINCT NO 3
FOR
Engineering Services
R&B PROJECTS, DRAINAGE
IMPROVEMENT PROJECTS
Scoring & Evaluation GRID

Engineering Services

Total Scores	Javier Hinojosa Engineering	Quintanilla, Headley & Associates, Inc.	Rodriguez Engineering
Evaluator 1	98	93	90
Average	98	93	90
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-34954 **Purchasing Department 20. D. 1.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Accept or reject the final negotiations with the number one (1) ranked proposer, O. G. Construction, Co., LLC for a "New Multipurpose Facility and Mechanical Shop" to be built on site at Precinct #4 property in the amount of $770K and proceed to the contract document phase of the procurement process; and, if necessary,

b. Authority to reject all proposals received and/ or ranked and cancel the project as titled so as to modify and include as a component for constructing a multi-purpose concept facility on Pct. #4 property (as other precincts) that provide space for other elected offices, departments, programs, agencies, etc. (i.e. District Clerk Document Storage, Constable Offices, Pct. Adm., J.P.s, etc.) for which funding is to be sought and secured.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-07X-0-720

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

BUDGETARY IMPACT:

Available balance as of 10-26-12

Program	Amount
075	$1,002,273.40
078	$ 61,463.85
079	$ 12,083.00

Attachments

OG Final Offer -CSP Pct4 Multi Prps Mech Shop

CC Agenda OG Constr Ranked 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/25/2012 03:33 PM
Budget & Management	Merlen P. Munoz	10/25/2012 03:41 PM
Manuel Chapa	Manuel Chapa	10/26/2012 09:37 AM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Marty Salazar Started On: 10/25/2012 01:18 PM

Final Approval Date: 10/26/2012

10/25/2012 2:02 PM
Moises Salazar

Moises Salazar

From: Omar F. Garcia [omar@ogbuild.com]
Sent: Thursday, September 20, 2012 2:05 PM
To: Moises Salazar; 'donald medina'
Cc: 'Marcos Lopez'; steven.cruz@co.hidalgo.tx.us; diglesias@eroarchitects.com; havila@prodigycompany.com; apalacios@prodigycompany.com; 'Jerry Garcia'; leticia.saenz@co.hidalgo.tx.us; 'Martha Salazar'; darlene.betancourt@co.hidalgo.tx.us
Subject: Re: Precinct 4 New Mechanic / Warehouse facility

Mr. Salazar,

I have reviewed all information for this project. I have found a method in which we can save the amount requested and will offer Hidalgo County a Best And Final Offer in the amount of $770,000.00 for the construction of the Mechanical Shop 2012-056B-08-01-MSS.

Respectfully submitted,

Omar F. Garcia

O.G. Construction Co., LLC
4021 N. Closner Blvd.
Edinburg, Texas 78541
(956) 292-0008 Office
(956) 292-0896 Fax

From: Moises Salazar <moises.salazar@co.hidalgo.tx.us>
To: 'Omar F. Garcia' <omar@ogbuild.com>; 'donald medina' <donald@ogbuild.com>
Cc: 'Marcos Lopez' <marcos.lopez@co.hidalgo.tx.us>; steven.cruz@co.hidalgo.tx.us; diglesias@eroarchitects.com; havila@prodigycompany.com; apalacios@prodigycompany.com; 'Jerry Garcia' <jgarcia@prodigycompany.com>; leticia.saenz@co.hidalgo.tx.us; 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>; darlene.betancourt@co.hidalgo.tx.us
Sent: Thursday, September 20, 2012 11:17 AM
Subject: RE: Precinct 4 New Mechanic / Warehouse facility

Mr. Garcia,
This is to acknowledge receipt of the original Best and Final Offer, delivered to our office on September 19, 2012.

Pursuant to a discussion and directive by my supervisor, and in the effort to present a more favorable and beneficial BAFO to the Hidalgo County Commissioners' Court, we are respectfully requesting that in the spirit of cooperation that your firm reconsiders the proposed BAFO at a rate/cost proposal of $770,000.00 for the referenced construction project at Pct. 4.

Please reply to this request by no later than 4:00 pm today. Should you have any questions, please do not hesitate to contact our office.

Thank you in advanced for your reconsideration and cooperation.

for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve items 18.A.4.a & b, subject to review by legal counsel confirming there is a legal agreement in place.

c. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 submitted by HALFF ASSOCIATES, INC., in the (amount of $ 9,100.00, with revised total cost amount $ 142,080.00) for the purposes of "engineering services" on the ongoing Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE) in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla the Court made a UNANIMOUS vote of approval in the correct amount of $144,420.00 and not as stated on the Agenda.

B. Executive Officer:

1. AI-33998 Requesting approval to increase PO #679285 in the amount of $45,259.00 for proposed changes to the 3 Courtroom Modular. Proposed changes are to comply with ADA requirements and revised changes in order to accommodate staff, public areas, as outlined on attachment. Project #12-204-OGG

On motion of Commissioner Quintanilla, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

C. Pct. 4

1. AI-33616 a. Presentation and Recommendation by Prodigy Construction Management, LLC, through Alex Palacios, Principal/Project Manager of the "scoring grid" (attached herein) for the purposes of ranking by Commissioner's Court in connection to the: Construction of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4 (CSP No. 2012-056B-08-01-MSS);

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

Judge Garcia Abstained

b. Authority to negotiate with number (1) one ranked participant O.G. Construction **for the purposes of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4.**

On motion of Commissioner Quintanilla, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

Judge Garcia Abstained

2. AI-33979 a. Approval to purchase One (1) New or Newer 2012/2013 Chevrolet 2500HD Silverado 4x4 Crewcab SWB PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of

AI-34530 **Purchasing Department 20. E. 1.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the responsible vendor submitting lowest and best bid meeting all specifications and/or requirements for: Hidalgo County-"Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains" - RFB No: 2012-173-09-26-YZV

BACKGROUND

Recommended Bidder: Mid Valley Cemetery, INC. dba/Val Verde Memorial Gardens-Donna, Texas

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

Available balance as of 10-18-12 $56,315.00

Attachments

Recommendation-Participation-Tabulation

C-12-173-10-30 Turnkey Burial Services-OK'd by Legal

Legal's Review and OK

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/17/2012 02:26 PM
Budget & Management	Merlen P. Munoz	10/17/2012 02:54 PM
Manuel Chapa	Manuel Chapa	10/18/2012 04:45 PM
Auditor's Office	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Yolanda Velasquez Started On: 10/02/2012 10:41 AM

Final Approval Date: 10/26/2012

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Dairen Sarmiento
H.C. HEALTH AND HUMAN SERVICES DEPT.

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer III

Date: September 28, 2012

Re: **REQUEST FOR RECOMMENDATION for: RFB-2012-173-09-26-YZV -"TURNKEY FUNERAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED PAUPER REMAINS"**

We received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, OCTOBER 17, 2012 @ 3:00 p.m. or if possible earlier** Please indicate your recommendation/non-recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 12-1100-444-00-240.002.0.345

Recommendations/Concerns:

Bid #1 Val Verde Memorial Gardens
$1,600.00

If you should have any questions or need additional information please let me know.

Dairen Sarmiento Dairen Sarmiento 9.28.12

AUTHORIZED SIGNATURE PRINTED NAME DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: SEPTEMBER 26, 2012 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED (JOHN/JANE DOE'S) PAUPER REMAINS"

BID NO: 2012-173-09-26-YZV | **BUYER:** Yolanda Velasquez

BID №	NAME OF COMPANY	TOTAL PRICE FOR TURNKEY BURIAL SERVICES PER BODY
#1	**Val Verde Memorial Gardens** **Donna, Texas 78537**	**$1,600.00 unit price** ✓
#2	**Lord & I Cemetery** **Palmview, Texas 78572**	**$1,684.25 unit price**
#3		
#4		
#5		
#6		
#7		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 26, 2012 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN-JANE DOE'S) PAUPER REMAINS"- HIDALGO COUNTY BID NO.: 2012-173-09-26-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Lord & I Cemetery, INC Evelyn/John David Santos	BLM	vwmission@hotmail.com	09/12/12	2200 N. Conway Mission, Texas 78572 Tel: 956-585-2721
2. Memorial Funeral Home Leon DeLeon/Veronica	BLM	memfuneral@aol.com	09/12/12	208 East Canton Edinburg, Texas 78539
3La Piedad Cemetery Jose	BLM	lapiedadcemeterio@sbcglobal.net	09/12/12	1801 Wichita Avenue McAllen, Texas 78502 Tel: 956-686-1281
4.Val Verde Memorial Gardens Danny Mills/Esperanza	BLM	valverdememgrdn@aol.com	09/12/12	P. O. Box 671 Donna, Texas 78537 Tel: 956-464-6060
5. Prime Vendor Inc. Erika Russ		Work43@prime-vendor.com	09/12/12	4622 Cedar Avenue Ste 123 Wilmington NC 28403 800-746-9554
6Valley Memorial Gardens Alejandra Flores	BLM	alejandra.flores@sci-us.com	09/12/12	3605 N. Taylor Rd Mission, Texas 78572 Tel: 956-686-8101
7. Dirt Boys INC	TR/EM	Russell@dirtboysinc.com	09/17/12	Tel:(210) 478-7465
8.				
11.				
10.				

***VIA:**
IN PERSON (IP) **BIDDER LIST MAIL OUT (BLM)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-173-10-30

THIS CONTRACT is made and entered into this **30th** day of **October 2012** by and between the **County of Hidalgo, Texas** ("County"), and Mid Valley Cemetery, Inc dba/Val Verde Memorial Gardens (“Company").

WHEREAS, Company responded to advertised notices for bids for **“Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains”** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" (“The RFB”) and Exhibit “B” respectively, and incorporated herein for all purposes (the “Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners Court of County awarded the bid 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 agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for **“Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains”**. 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 RFB

within **Hidalgo County** following a request for Services by the **Health and Human Services Department Officer** or his designated agent. 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.

3. This Contract shall be for a period beginning **December 14, 2012 and** ending on **December 13, 2013** and may be extended a the sole discretion of the County for an additional one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates terms and conditions due.

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 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 employment of Company who operate such 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 vehicles in providing the Services.

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:

to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company	Mid Valley Cemetery, Inc. dba/Val Verde memorial Gardens Attn. Danny R. Mills, President P.O. Box 671 Donna, TX 78537

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. 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 without cause upon thirty (30) days written notice prior to cancellation.

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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996)

WITNESS our hands in duplicate originals this_____ day of_____, **2012.**

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM

ATLAS & HALL, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT “A”

REQUEST FOR BIDS

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 10, 2012

RE: Hidalgo County
Request for Bids – "Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"
Bid № 2012-173-09-26-YZV

Dear Sir or Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS

TABLE OF CONTENTS

HIDALGO COUNTY

"Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"

RFB 2012-173-09-26-YZV

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B- Bid Page	4
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Service Contract	8
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Bids (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

September 10, 2012
Date

Bid No: 2012-173-09-26	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS

BID OPENING DATE

SEPTEMBER 26, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County – TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS** 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-2012-173-09-26-YZV "TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 26, 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-2012-173-09-26-YZV-RFB-"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAIN-HIDALGO COUNTY".** 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 - **"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"** 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 Health and Human Services
Attn: Dairen Sarmiento
1304 South 25th
Edinburg, Texas 78539
TEL: (956) 383-6221

17. Schedule of Events

Bid Opening, 9:30 AM	**SEPTEMBER 26, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any

purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded 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. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid

for

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"

BID NO.: 2012-173-09-26-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 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 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: _____

HIDALGO COUNTY
"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED PAUPER REMAINS"
BID NO: 2012-173-09-26-YZV

SCOPE OF SERVICE:

Hidalgo County is seeking a "Turnkey Burial Services Including Cemetery Plots for Unidentified (John-Jane Doe's) Pauper Remains" with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. "ALL BURIAL SERVICES" WILL BE ON **"AN AS NEEDED BASIS ONLY".**

SPECIFICATIONS:

Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turn around period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders may be required to provide copies of licenses, registrations and certifications required by law to conduct such services with the bid.

3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

   Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

   A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

   Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.

5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

6. Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate.

7. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

8. Any religious services held (if any) shall be at no additional cost to the County.

9. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

10. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).
Perpetual care is not required.

TERMS AND CONDITIONS:

1. The term of the contract is for a period of one (1) year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the delay award of the new bid for next contract term.

2. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

3. Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

4. 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 thirty day's (30) written notice prior to cancellation.

5. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

6. 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.

7. 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.

8. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email: yolanda.velasquez@co.hidalgo.tx.us or via facsimile (956) 318-2629 no later than, Wednesday **September 19, 2012** at 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than 5:00 p.m. Friday, **September 21, 2012.**

EXHIBIT "B"

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"

BID No 2012-173-09-26-YZV

BID PAGE

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$

Are you currently registered with the Funeral Services Commission in the State of Texas? **Yes** ☐ **No** ☐

If Yes, state how many years?_____.

If No, briefly give an explanation:_____

_____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE №: _____ **FAX №:**_____

CELLULAR №:_____**Email:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

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 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 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 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 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 §

SERVICE CONTRACT
C-12-173-00-00

THIS CONTRACT is made and entered into this _____ day of _____**, 2012** by and between the **County of Hidalgo, Texas** ("County"), and _____. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" ("The RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners Court of County awarded the bid 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 agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"**. 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 RFB

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within **Hidalgo County** following a request for Services by the **Health and Human Services Department Officer** or his designated agent. 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.

3. This Contract shall be for a period beginning **December 14, 2012 and** ending on **December 13, 2013** and may be extended a the sole discretion of the County for an additional one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates terms and conditions due.

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 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 employment of Company who operate such 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 vehicles in providing the Services.

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

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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:

to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

DRAFT

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. 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) this contract may be terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996)

DRAFT

WITNESS our hands in duplicate originals this_____ day of_____, **2012.**

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM

ATLAS & HALL, LLP

By: _____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT “B”
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"
BID No 2012-173-09-26-YZV
BID PAGE

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$ 1,600.00

OPENED
9:50
9-26-12
Witnessed

Are you currently registered with the Funeral Services Commission in the State of Texas? Yes [✓] No [ ]

If Yes, state how many years? 21.

If No, briefly give an explanation: N/A

BIDDER/COMPANY NAME: Mid Valley Cemetery, Inc. dba Val Verde memorial Gardens

ADDRESS: 6200 N. Val Verde Rd. / P.O. Box 671, Donna, TX 78537

CITY/STATE/ZIP CODE: Donna, Texas, 78537

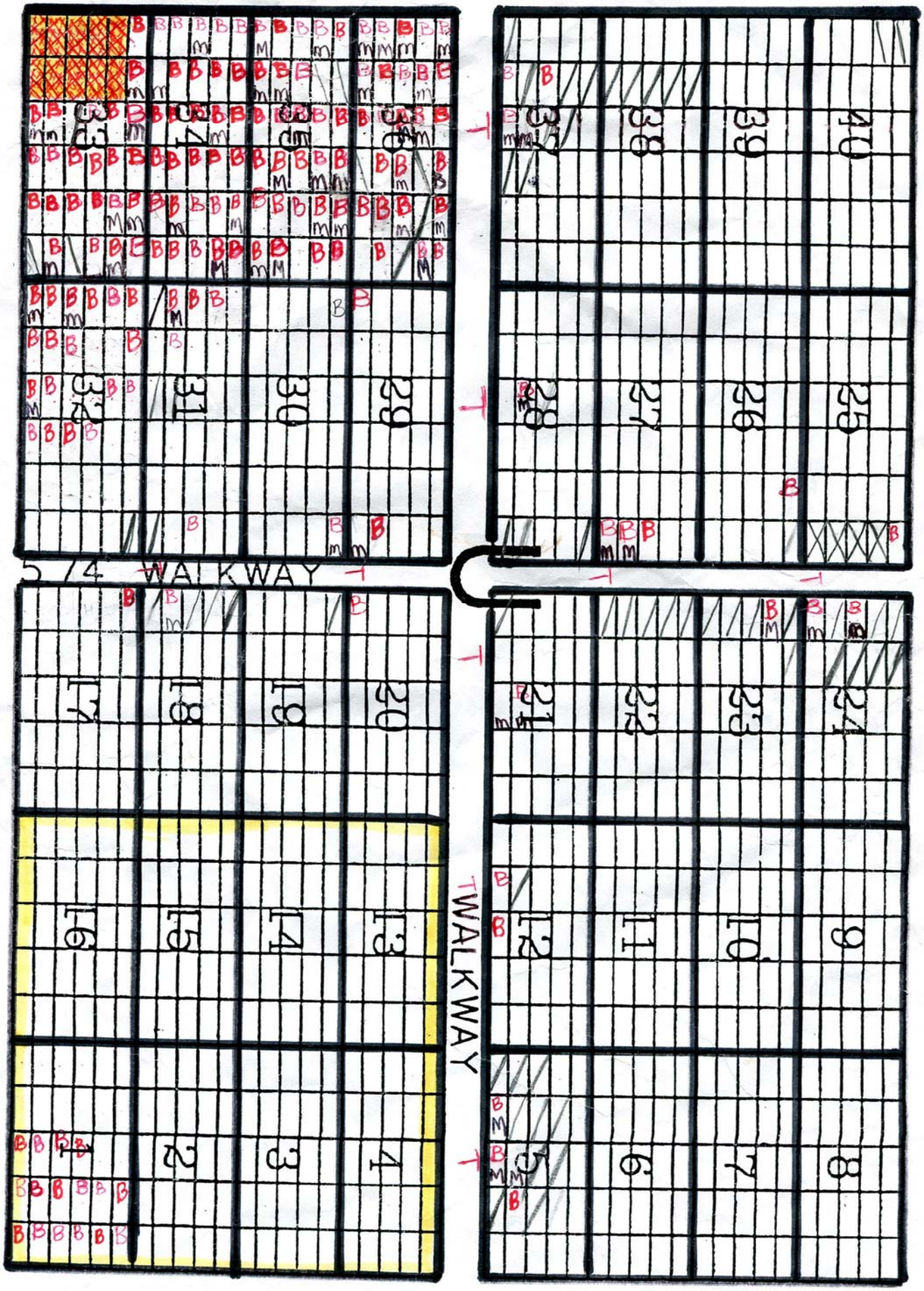
PHONE №: 956-464-6060 **FAX №:** 956-464-6284

CELLULAR №: _____ **Email:** valverdememgrdn@aol.com

AUTHORIZED SIGNATURE: Danny Mills

PRINTED NAME: Danny R. Mills

TITLE: President



John & Jane Doe

Section U, Lots 1, 2, 3, 4, 13, 14, 15 and 16

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2012

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): 956 687-1266 E-MAIL ADDRESS:
INSURED Mid-Valley Cemeteries Inc DBA Val Verde Memorial Gardens P O Box 671 Donna, TX 78537	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Lloyds — 38253 INSURER B: Texas Mutual Insurance Company — 22945 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		65SBATC6986	02/06/2012	02/06/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY							$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001136126	09/25/2012	09/25/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Hidalgo County Purchasing Department will be added as an additional insured.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S Highway 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

Brian E Lewis

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2012

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
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Progressive Companies	0003
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Val Verde Memorial Gardens Dba
Mid Valley Cemetery Inc.
P. O. Box 671
Donna, TX 78537

COVERAGES CERTIFICATE NUMBER: 12/13 Comm 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY	X		02005535-9	02/06/2012	02/06/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ 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	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						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)

Units: 2009/Ford/Econoline/E150/23590; 2011/Ford/Econoline/E150/8909

CERTIFICATE HOLDER

FAX: 956.381.2019

Hidalgo County
Attn: Purchasing Department
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

Kent Shepard/PL08

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From: Martha Salazar
To: "Yolanda Velasquez"
Subject: FW: Contract 2012-173-"Turnkey Burial Services
Date: Wednesday, October 10, 2012 3:02:36 PM
Importance: High

FINALLLLY! GOOOOOOOD FOR YOU!!!!!!!!!!!!!!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, October 10, 2012 11:08 AM
To: 'Martha Salazar'
Subject: RE: Contract 2012-173-"Turnkey Burial Services



The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 10:41 AM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Contract 2012-173-"Turnkey Burial Services
Importance: High

Mr. Crain:

Made correction, please review and comment as to form.
Thanks,
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 10:28 AM
To: 'Martha Salazar'
Subject: RE: Contract 2012-173-"Turnkey Burial Services

Marty

Made the correction as per legal's review.

Yoli

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 9:55 AM
To: 'Yolanda Velasquez'
Subject: FW: Contract 2012-173-"Turnkey Burial Services

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, October 10, 2012 7:47 AM
To: 'Martha Salazar'
Subject: RE: Contract 2012-173-"Turnkey Burial Services

In numbered paragraph correct the spelling of the word “standards”.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 09, 2012 4:01 PM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Contract 2012-173-"Turnkey Burial Services
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, October 09, 2012 3:32 PM
To: 'Martha Salazar'
Subject: Contract 2012-173-"Turnkey Burial Services

Made the deletion that legal requested and requested Insurance Certificate from the Vendor listing the vehicles.

Thank you
Yolanda

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Tuesday, October 09, 2012 9:42 AM
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Contract 2012-173-"Turnkey Burial Services

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 12:11 PM
To: 'Yvette Islas'
Subject: FW: Contract 2012-173-"Turnkey Burial Services

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, October 04, 2012 11:39 AM
To: 'Martha Salazar'
Subject: RE: Contract 2012-173-"Turnkey Burial Services

In both contracts delete the words “this Contact may be” from the third line of numbered paragraph 14. The insurance certificate for auto insurance for Val Verde does not indicate the type of autos covered. The Mid Valley contract is missing exhibits and insurance certificate.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Thursday, October 04, 2012 10:38 AM
To: 'Steve Crain'
Cc: 'Yolanda Velasquez'
Subject: FW: Contract 2012-173-"Turnkey Burial Services
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, October 04, 2012 10:20 AM
To: 'Martha Salazar'
Subject: Contract 2012-173-"Turnkey Burial Services

Good morning Marty

Please forward service contract for "Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains" to legal for review and/or approval as to form to proceed to next step.

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-34897 **Closed Session 22. C.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jesus Perez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 11:48 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Aida Alvarez Started On: 10/24/2012 10:14 AM

Final Approval Date: 10/26/2012

AI-34907 **Closed Session 22. D.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Maria Lozoya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 11:48 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/24/2012 11:15 AM

Final Approval Date: 10/26/2012

AI-34909 **Closed Session 22. E.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Norma Hernandez dba CVS Services

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 11:48 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/24/2012 11:18 AM

Final Approval Date: 10/26/2012

AI-34982 **Closed Session 22. F.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Rainforest.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/26/2012 01:50 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/26/2012

Final Approval Date: 10/26/2012

AI-34988 **Closed Session 22. G.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Star - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/26/2012 02:24 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/26/2012

Final Approval Date: 10/26/2012

AI-34898 **Open Session 23. C.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jesus Perez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 11:48 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Aida Alvarez Started On: 10/24/2012 10:16 AM

Final Approval Date: 10/26/2012

AI-34908 **Open Session 23. D.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Maria Lozoya

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 11:48 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/24/2012 11:16 AM

Final Approval Date: 10/26/2012

AI-34910 **Open Session 23. E.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Norma Hernandez dba CVS Services

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 11:48 AM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/24/2012 11:20 AM

Final Approval Date: 10/26/2012

AI-34983 **Open Session 23. F.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Rainforest.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/26/2012 01:50 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/26/2012

Final Approval Date: 10/26/2012

AI-34989 **Open Session 23. G.**

CC REGULAR

Meeting Date: 10/30/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Star - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/26/2012 02:24 PM
Purchasing Department	Angela Garcia	10/26/2012 05:19 PM

Form Started By: Monica Badillo Started On: 10/26/2012

Final Approval Date: 10/26/2012