CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 2, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2013 Intradepartmental transfers:**

A. **AI-41014** 2013 - 93rd District Court (1100)

B. **AI-40972** 2013 - Tax Office (1100)

C. **AI-40984** 2013 - 332nd District Court (1100)

D. **AI-40955** 2013 - Elections Department (1100)

E. **AI-40982** 2013 - Pct.1 BCAP (1312)

F. **AI-40985** 2013 – Pct. #1 Rd Maint (1200)

G. **AI-40987** 2013 – Pct.#1 Sanitation (1100)

H. **AI-40934** 2013 - Pct.1 Admin (1200)

I. **AI-41007** 2013 - Pct. 2 Adm. (1200)

J. **AI-40944** 2013 - Pct. #2 Rd Maint (1200)

K. **AI-40801** 2013 - Pct. 3 Parks (1100)

L. **AI-40957** 2013 - Pct. 4 Parks (1100)

M. **AI-40905** 2013 - Pct. 4 Parks (1100)

N. **AI-40897** 2013 - Pct. 4 Rd. Maint (1200)

O. **AI-40952** 2013 - DBM Health Ins. Adm. (2201)

P. **AI-40953** 2013 - Workers Comp (2202)

Q. **AI-40775** 2013 - Constable Pct.1 (1100)

R. **AI-40794** 2013 - Constable Pct. 4 (1100)

S. **AI-40819** 2013 - County Clerk (1100)

T. **AI-40826** 2013 - 370th District Court (1100)

U. **AI-40864** 2013 - Constable Pct. #3 (1100)

V. **AI-40891** 2013 - County Court at Law #7 (1100)

W. **AI-40903** 2013 - Insect Eradication (1100)

X. **AI-40755** 2013 - District Attorney's Office - BPU (1281)

Y. **AI-40929** 2013 - 449th District Court (1100)

Z. **AI-40958** 2013 - District Clerk (1100)

AA. **AI-40968** 2013 - Facilities Management (1100)

BB. **AI-40443** 2013 - Constable Pct. #2 (1100)

CC. **AI-40809** 2013 - Sheriff's Dept. / Jail (1100)

DD. **AI-40821** 2013 - County Clerk (1238)

EE. **AI-40840** 2013 - 398th District Court (1100)

FF. **AI-40736** 2013 - Veteran's Services (1100)

GG. **AI-40728** 2013 - Law Library (1247)

3. **2013 Interdepartmental transfers:**

A. **AI-40950** SELF FUNDED HEALTH BENEFITS (2201):
Approval of 2013 interdepartmental transfer within Health Benefits from program (087) to programs (004) and (006) in the total amount of $420,000.00.

B. **AI-40715** Jail (1100):
Approval of 2013 interdepartmental transfer from Sheriff's Office to Jail in the amount of $7,200 to fund telephone expenditure.

C. **AI-40904** Pct. 2 Border Road (1200):
Approval of 2013 interdepartmental transfer from Pct. 2 Rd Maint. into Pct 2 Border Road in the amount of $25,000.00.

D. **AI-41004** Pct 2 Rd Maint (1200):
Approval of 2013 interdepartmental transfer from Various Pct 2 Projects into Pct 2 Rd Maintenance in the amount of $259,035.81.

4. **Planning Department:**

A. **AI-40933** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

5. **Monthly Fee Reports:**

A. **AI-40778** District Clerk
Fee Report for the Month of August 2013 - $665,454.23

6. **Right of Way - Permits:**

A. **AI-40890** Melden & Hunt, Inc.
* Crossing No.1: A proposed 8" PVC water line bored and crossing Mile 4 North approximately 72.5' west of the centerline of Nickole Street.
* Crossing No. 2: A proposed 8" PVC water line bored and crossing Nickole Street approximately 238.8' south of the centerline of Mile 4 North.
* Crossing No. 3: A proposed 8" PVC water line bored and crossing Mile 4 North approximately 737.2' east of the centerline of Maribel Street.

7. **Executive Officer - Valde Guerra:**

A. **AI-40900** Approval of 457 Plan Hardship withdrawal request for employee #134198

8. **Headstart:**

A. **AI-40672** Approval of Financial Report: August 2013

B. **AI-40673** Approval of Children's Applications for Program Year 2013-2014

C. **AI-40674** Approval of Texas Department of Agriculture Meals and Snacks Served Monthly Report: August 2013

D. **AI-40676** Approval of Special Services Monthly Report: August 2013

9. **Budget & Management:**

A. **AI-40637** 1. Approval of reimbursement in the amount of $440,469.05 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 09/01/13 to 09/13/13.

09/01-06/13	$102,502.70
09/07-13/13	$337,966.35
TOTAL	$440,469.05

2. Approval of wire transfer to cover claims paid.

10. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-40977** 1. Acceptance and approval of WORK AUTHORIZATION No. 2 for (PROJECT: SUNFLOWER PARK RECREATIONAL FACILITY IMPROVEMENT-LIFT STATION ADDITION within PRECINCT 4) in the amount of ($ 3.881.36) as submitted by L&G Engineering Laboratory, LLC, in connection to Contract #C-12-225-11-06 for “Geo Technical Services” (on an as needed basis) for projects within Hidalgo Co. Precinct No. 4.

2. Acceptance and approval of WORK AUTHORIZATION No. 2 for ($ 1,187,220.00) as submitted by L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for "Professional Engineering Services" for PROJECT: Preparation of the PS&E for the 10th Street Extension (SH 107 to FM 1925) within Hidalgo County Precinct No. 4, in connection to "job specific" agreement #C-12-126-10-16.

a) Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor (R.O.W. SURVEYING SERVICES, LLC) with adherence to insurance provisions required by said article for WA#2 in connection to Contract #C-12-126-10-16.

B. **AI-40989** Approval of the following with 2GS, Inc. for the McColl Road project, as submitted and recommended by project engineer, Raul Sesin, contract # C-13-127-05-21:

1. Application for Final Payment in the amount of $384,006.36;

2. Application for Retainage in the amount of $20,531.45 3. Certificate of Construction Completion reflecting the date of August 30, 2013.

C. **AI-40983** Acceptance and approval of Work Authorization No. 2 (estimated cost of $1,341,800.00) for the provision of engineering services required by Pct #3 consisting of: Engineering Services required for the preparation of the PS&E, ROW Mapping and Surveying for the Tom Gill/Liberty Roads project from Mile 3 to FM 2221, with L&G Engineering under contract No. C-12-246-10-16.

D. **AI-40710** Requesting authority to purchase fax service agreement through a purchase order with company's response as to acceptance of purchase order not executed agreement, with Copy Graphics through Requisition # 243502 for the following: Total of $125.00 per year for (1) BROTHER 2820 Fax with effective dates of agreement from 9-11-13 to 9-10-16.

E. **AI-40784** 1. Requesting approval to exercise its option to terminate (under Paragraph 4-Termination) as stated in the current agreement with Performance Grade Asphalt, for "MS-1 Emulsified Asphalt," (C-13-052-06-04) by providing/forwarding a Thirty (30) Day written notice of termination.

2. Requesting approval to exercise its option to terminate (under Paragraph 4-Termination) as stated in the current agreement with Performance Grade Asphalt, for "CRS-2 Emulsified Asphalt," (C-12-164-10-30) by providing/forwarding a Thirty (30) Day written notice of termination.

3. Requesting authorization & approval to re-advertise for MS-1 Emulsified Asphalt & CRS-2 Emulsified Asphalt road materials for Hidalgo County (all funding sources) on an "As needed basis" through projects 2013-297-" MS-1 Emulsified Asphalt" and 2013-298- "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt". Including the re-advertising of project in the event no bid responses are received and /or are rejected and the project is still required.

F. **AI-40788** 1. Requesting acceptance and approval of payment for Invoice# 11324524 ($ 8,000.00) submitted by L&G Consulting Engineers, Inc. in connection to Contract# C-11-234-09-13 (WA#1-PO#663995) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

2. Requesting acceptance and approval of payment for Invoice# 11324525

($ 9,170.82) submitted by L&G Consulting Engineers, Inc. in connection to Contract# C-11-234-09-13 (WA#2-PO# 684964) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

3. Requesting acceptance and approval of payment for Invoice# 11324529 ($ 26,070.00) submitted by L&G Engineering Laboratory in connection to Contract# C-13-178-08-20 (WA#1-PO#696996) for "Job Specific" PROJECT:"FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4.

4. Requesting acceptance and approval of payment Inv. #11324536 ($6,230.62) submitted by L&G Consulting Engineers, Inc. in connection to Cont.#C-12-126-10-16 (WA#1-PO#688820) for:"JOB SPECIFIC PROJECT"-Extension of 10th Street (SH 107 to FM 1925)" located in Hidalgo County Precinct No. 4;

G. **AI-40792** Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer Cruz-Hogan Consultants Inc., for: "Hidalgo County Precinct No. 2 -"Reconstruction of Eldora and Sgt. Trevino Roads Including Canal Crossing "RFB No. 2013-293-SMA

AI-41014 **2013 Intradept. (line item)Transfers 2. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Judge Rodolfo Delgado, 93rd D.C. Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-002-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/27/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/27/2013 05:20 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Ana Galvan Started On: 09/27/2013 05:01 PM

Final Approval Date: 09/27/2013

INTRADEPARTMENTAL TRANSFER

DATE: September 27, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for 93rd District Court

ACCOUNT NUMBER: 3-1100-412-00-002-001-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		**TO**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	
665	Minor Computer Equipment	831	Court Costs and Investigations	280.00
			TOTAL	280.00

REASON: Transfer is needed to pay for the Jury being sequestered. CR-530-07-B.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40972 **2013 Intradept. (line item)Transfers 2. B.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 9/26/13

Attachments

Lit for the renovation of the Motor Vehicle Dept.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 11:58 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Mary Garcia Started On: 09/26/2013 09:38 AM

Final Approval Date: 09/27/2013

DATE: September 25, 2013

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 3-1100-415-15-140-001-0xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
20..
accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
780	Capital Leases	671	Bldg&Othr Struc R&M Suppl	$1,500.00
780	Capital Leases	431	Bldg&Othr Struc R&M Srv	$2,000.00
			TOTAL	**$3,500.00**

REASON: **Monies needed in correct obj. code to fund the Motor Vehicle Division fort the lobby renovations & networking supplie in order to add five (5) new workstations for the Scofflaw. Program.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40984 **2013 Intradept. (line item)Transfers 2. C.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-006-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/27/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 03:45 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Monica Badillo Started On: 09/26/2013 02:58 PM

Final Approval Date: 09/27/2013

DATE: September 26, 2013

DEPARTMENT HEAD: Judge Mario Ramirez

DEPARTMENT NAME: 332nd District Court

ACCOUNT NUMBER: 3-1100-412-00-006-001-0-xxx **Damian x6452**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
665	Minor computer equipment	661	Minor office furniture & equipment	1,400.00
			TOTAL	1,400.00

REASON: **To correct transfer of funds done previously to reflect correct obj. code for purchase of scanners/chairs**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40955 **2013 Intradept. (line item)Transfers 2. D.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Elections Dept. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

532 --> 350 $15,000.00; funds available as of 9-26-13.

Attachments

Elections Dept LIT

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/26/2013 04:24 PM
Budget & Management	Obdett Calzada	09/27/2013 10:36 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Ivan Cantu Started On: 09/25/2013 04:26 PM

Final Approval Date: 09/27/2013

DATE: October 1, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Elections Dept.

ACCOUNT NUMBER: 3-1100-414-00-130-001-0-XXX

Contact Person: Ivan Cantu, Budget Analyst III **Ph#:** (956) 292-7025 ext. 5425

2013
Intradepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
532	Wireless Devices	350	Other Svcs	15,000.00
			TOTAL	15,000.00

REASON:
To fund mailing & redistricting services (i.e. other svcs), as requested by Elections Dept (memo dated 9-10-13).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40982 **2013 Intradept. (line item)Transfers 2. E.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct.1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-121-244-1-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/27/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 03:46 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Marcie Jackson Started On: 09/26/2013 02:40 PM

Final Approval Date: 09/27/2013

DATE: September 26, 2013

2013
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program
Precinct 1 BCAP (1312)

ACCOUNT NUMBER: 3-1312-431-00-121-244-1-XXX

AI-40982 9/24/13

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
312	EL MESQUITE-INDIRECT COSTS	731	EL MESQUITE-ROADS	$ 7.08
334	EL MESQUITE-ENG & ARCH SRV	731	EL MESQUITE-ROADS	$ 336.58
540	EL MESQUITE-ADVERTISING	731	EL MESQUITE-ROADS	$ 433.80
733	EL MESQUITE-DRAINAGE DITCHES	731	EL MESQUITE-ROADS	$ 26,654.66
			TOTAL	**$ 27,432.12**

REASON:
Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40985 **2013 Intradept. (line item)Transfers 2. F.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 – Pct. #1 Rd Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 9/27/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/27/2013 10:37 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Katia Garcia Started On: 09/26/2013 04:02 PM

Final Approval Date: 09/27/2013

DATE: September 26, 2013

DEPARTMENT HEAD: A.C Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-XXX

2013
Transfer

AI-40985

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
741	PCT1 RD MAINT-VEHICLES	748	PCT1 RD MAINT-OTHER EQUIPMENT	$ 6,500.00
			TOTAL	**$ 6,500.00**

REASON:
Transfer is needed for anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40987 **2013 Intradept. (line item)Transfers 2. G.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 – Pct.#1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-121-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/27/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/27/2013 10:37 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Marcie Jackson Started On: 09/26/2013 04:36 PM

Final Approval Date: 09/27/2013

DATE: September 26, 2013

2013
Transfer

DEPARTMENT HEAD: A.C Cuellar

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 3-1100-432-00-121-001-0-XXX

AI-40987 10/01/13

Contact Person: Katia Garcia/Marcie Jackson **Ph#:** (956) 968-8733 Ext. 1022/1021

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
609	PCT1 SANITATION-AGRI & LANDSCAPING SUPP	613	PCT1 SANITATION-SAFETY SUPPLIES	$ 68.83
672	PCT1 SANITATION-EQUIP & VEH R&M SUP.	583	PCT1 SANITATION-TRAVEL OUT OF COUNTY	$ 125.51
609	PCT1 SANITATION-AGRI & LANDSCAPING SUPP	679	PCT1 SANITATION-OTHER R&M SUPPLIES	$ 100.00
609	PCT1 SANITATION-AGRI & LANDSCAPING SUPP	739	PCT1 SANITATION-OTHER STRUCTURES	$ 299.85
609	PCT1 SANITATION-AGRI & LANDSCAPING SUPP	671	PCT1 SANITATION-BLDG&OTHR STRUC R&M SUPP	$ 235.01
			TOTAL	$ 829.20

REASON:
Transfer is needed for future Department expenses.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40934 **2013 Intradept. (line item)Transfers 2. H.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct.1 Admin (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-004-0-xxx

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

BUDGETARY IMPACT:

Funds available $1,100 as of 9/26/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 03:29 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Katia Garcia Started On: 09/25/2013 11:17 AM

Final Approval Date: 09/27/2013

DATE: September 25, 2013

2013
Transfer

AI-40934

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Administration

ACCOUNT NUMBER: 3-1200-431-00-121-004-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
664	OTHER MINOR EQUIPMENT	619	OTHER MISC SUPPLIES	$1,100.00
			TOTAL	$1,100.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-41007 **2013 Intradept. (line item)Transfers 2. I.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 Adm. (1200)

BACKGROUND

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/27/2013 04:47 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Angela Garcia Started On: 09/27/2013 04:06 PM

Final Approval Date: 09/27/2013

INTRADEPARTMENTAL TRANSFER

DATE: September 27, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 Adm.

ACCOUNT NUMBER: 3-1200-431-00-122-005-0-xxx

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
665	MINOR COMPUTER EQUIP.	619	OTHER MISC. SUPPLIES	$146.83
665	MINOR COMPUTER EQUIP.	664	OTHER MINOR EQUIP.	$333.17
745	COMPUTER EQUIPMENT	664	OTHER MINOR EQUIP.	$520.00
665	MINOR COMPUTER EQUIP.	529	SURETY & NOTARY BONDS	$20.00
745	COMPUTER EQUIPMENT	613	SAFETY SUPPLIES	50.00
			TOTAL	$1,070.00

REASON: PURCHASE A BUFFER, NOTARY BOND, VACUUM, AND SAFETY CONES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40944 **2013 Intradept. (line item)Transfers 2. J.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 Rd Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-xxx

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

BUDGETARY IMPACT:

Funding Available as of 9/27/2013.

Attachments

Uniform Policy

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 10:43 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Carlos Jasso Started On: 09/25/2013 02:51 PM

Final Approval Date: 09/27/2013

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

It is the policy of the county that certain positions, as designated by each Elected Official or County Executive Officer for general fund departments, may be required to wear a uniform while on the job.

3. PURPOSE

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public. This policy is necessary in order to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

4. GENERAL GUIDELINES

A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.

B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.

C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.

D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

A. When an employee is assigned to a position which has been designated as requiring a uniform, the employee's Department Director will authorize the issuance of uniforms. The employee must sign for all issued uniforms.

B. The Department Director will determine the number of uniforms to be issued commensurate with the employee's expected field time, not to exceed six sets of uniforms.

6. APPEARANCE IN UNIFORM

A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.

B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.

B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.

C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.

E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

8. CASUAL ATTIRE

A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.

B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

9. UNACCEPTABLE CASUAL ATTIRE

A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the "business" part of the business casual, and leave your old comfortable clothes at home.

B. Pull over's can be worn but must have collar and top buttons (polo style). All pull over's will be worn tucked in the pant line. Henley style (collarless with buttons) pull over's are not acceptable. Pull over shirts cannot be heavily designed with patterns.

C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.

D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.

B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.

C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

A. Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature.

12. TERMINATION OF EMPLOYMENT

A. When an employee terminates with the County or is transferred into a position of

to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered and in good condition.

B. If the employee fails to return any uniform items the cost of the unreturned item(s) will be deducted from the employee's final payment.

13. POLICY VIOLATION AND REVISION

A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.

B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.

C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to an including termination of employment.

DATE: September 25, 2013

DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Maintenance

ACCOUNT NUMBER: 3-1200-431-00-122-006-0-XXX

Contact Person: Carlos Jasso, Accountant III **Ph#:** (956) 292-7000 ext. 2006

2013
Intradepartmental Transfer

AI 40944

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	605	Clothing & Uniforms	1,000.00
890	Other	626	Gasoline/Diesel	45,000.00
			TOTAL	**46,000.00**

REASON:
Purchase of shirts for the mechanics and to cover anticipated expenditues for Gasoline/Diesel.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40801 **2013 Intradept. (line item)Transfers 2. K.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct. 3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-123-008-0-671

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

BUDGETARY IMPACT:

Funds available as of 9/18/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/18/2013 08:44 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Norma Ceballos Started On: 09/17/2013 04:35 PM

Final Approval Date: 09/27/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: September 17, 2013

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 3-1100-452-00-123-008-0-

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Governmer Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
671	Pct #3-Parks- Bldg & Other Struc R&M Supplies	607	Pct #3-Parks- Janitorial Supplies

TOTAL

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC I

APPROVED COMMISSIONERS' COURT

ATTEST CO

INTRA-DEPARTMENTAL TRANSFER

ıt Code,

AMOUNT	
$	500.00
$	**500.00**

DATE

UNTY CLERK

AI-40957 **2013 Intradept. (line item)Transfers 2. L.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Gloria Beltran, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-124-009-0-890

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

BUDGETARY IMPACT:

Funds available as of 9/26/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 10:47 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Gloria Beltran Started On: 09/25/2013 04:31 PM

Final Approval Date: 09/27/2013

DATE: September 30, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

ACCOUNT NUMBER: 3-1100-452-00-124-009-0-XXX

Contact Person: Gloria Ann Beltran **Ph#:** (956) 383-3112 Ext. 4008

2013
Intradepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct4 Parks- Other	739	Pct4 Parks- Other Structures	$2,000.00
			TOTAL	**$2,000.00**

REASON:
Transfer needed for 186 Fence Project.

DEPARTMENT HEAD SIGNATURE

09 / 25 /2013
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40905 **2013 Intradept. (line item)Transfers 2. M.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-124-009-0-890

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

BUDGETARY IMPACT:

890 --> 334 $3,881.36

Funds available as of 09/25/13

Attachments

Parks LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:12 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Veronica Lopez Started On: 09/24/2013 03:57 PM

Final Approval Date: 09/27/2013

DATE: September 30, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

ACCOUNT NUMBER: 3-1100-452-00-124-009-0-XXX

Contact Person: Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

2013
Intradepartmental Transfer

AI- 40905

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct4 Parks- Other	334	Pct4 Parks- Arch & Eng Srv	$3,881.36
			TOTAL	**$3,881.36**

REASON:
Transfer needed for WA#2 Sunflower Park Project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40897 **2013 Intradept. (line item)Transfers 2. N.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Rd. Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 09/25/13.

890 --> 311 $35,000.00
890 --> 672 $10,000.00
890 --> 432 $5,000.00
890 --> 532 $1,853.60
890 --> 619 $500.00
890 --> 339 $6,999.74

Attachments

Pct. 4 RD Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:08 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Veronica Lopez Started On: 09/24/2013 11:32 AM

Final Approval Date: 09/27/2013

DATE: September 30, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Rd. Maint

ACCOUNT NUMBER: 3-1200-431-00-124-007-0-XXX

Contact Person: Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

2013
Intradepartmental Transfer

AI- 40897

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct4 Rd Maint- Other	311	Pct4 Rd Maint- Mgmt Consulting Srv	$35,000.00
890	Pct4 Rd Maint- Other	672	Pct4 Rd Maint- Equip & Veh R&M Supplies	$10,000.00
890	Pct4 Rd Maint- Other	432	Pct4 Rd Maint- Eqip & Veh R&M Srv	$5,000.00
890	Pct4 Rd Maint- Other	532	Pct4 Rd Maint- Wireless Devices	$1,853.60
890	Pct4 Rd Maint- Other	619	Pct4 Rd Maint- Other Misc Supplies	$500.00
890	Pct4 Rd Maint- Other	339	Pct4 Rd Maint- Other Prof SRV	$6,999.74
			TOTAL	**$59,353.34**

REASON:
Transfer needed to cover Pct 4 Rd Maint expenditures.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40952 **2013 Intradept. (line item)Transfers 2. O.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - DBM Health Ins. Adm. (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-2201-415-00-115-009-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/26/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 10:46 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Angelica M. Tapia Started On: 09/25/2013 03:57 PM

Final Approval Date: 09/27/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 25, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 3-2201-415-00-115-009-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: ANGELICA M. TAPIA
Ph#: (956) 292-7028 EXT 5415

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
743	DBM-HEALTH INS ADM-OFFICE FURN & EQUIP	535	DBM-HEALTH INS ADM-POSTAGE	$ 1,500.00
			TOTAL	**$ 1,500.00**

REASON: TO COVER CURRENT NEGATIVE STATUS IN OBJ 535

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-40953 **2013 Intradept. (line item)Transfers 2. P.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Workers Comp (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-2202-419-50-115-063-0-XXX

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

BUDGETARY IMPACT:

FUNDS AVAILABLE AS OF 9/26/13

Attachments

INTRA TRF F2202 PRG 063 OBJ 331 TO 333

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 10:46 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Angelica M. Tapia Started On: 09/25/2013 04:03 PM

Final Approval Date: 09/27/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 25, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 3-2202-419-50-115-063-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: ANGELICA M. TAPIA
Ph#: (956) 292-7028 EXT 5415

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	**Description**	**TO** Object Code	**Description**	**Amount**
331	HEADSTART-W/C DIV-PHYSICIAN SERVICES	333	HEADSTART-W/C DIV-LEGAL SERVICES	$ 10,000.00
			TOTAL	**$ 10,000.00**

REASON: TO COVER CURRENT NEGATIVE STATUS IN OBJ 333

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-40775 **2013 Intradept. (line item)Transfers 2. Q.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Constable Celestino Avila Jr

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

2013 - Constable Pct.1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-291-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/19/13.

Attachments

Line item form

Uniform Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/17/2013 03:01 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Joe Espinoza Started On: 09/16/2013 08:08 AM

Final Approval Date: 09/27/2013

DATE: September 16, 2013

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***3-1100-421-00-291-001-0-xxx***

Contact Person: Joe F. Espinosa Ph# 956-447-3775

SUBJECT: Budget Line–Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM:			**TO:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
604	Const. PCT1-Medical and Lab	→	605	Clothing and Uniform	$650.00
640	Reference Material	→	605	Clothing and Uniform	$500.00
810	Dues and Member ship	→	605	Clothing and Uniform	$45.00
613	Safety Supplies	→	605	Clothing and Uniform	$6.00
529	Surety and Notary Bonds	→	605	Clothing and Uniform	$57.00
550	Printing and binding	→	605	Clothing and Uniform	$5.98
601	Office and computer supply	→	605	Clothing and Uniform	$154.00
		→			
		→			
		TOTAL			**$1417.98**

REASON(s): To cover requisition for departmental issued boots.

Joe F. Espinosa Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

_____ ___/___/___ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

It is the policy of the county that certain positions, as designated by each Elected Official or County Executive Officer for general fund departments, may be required to wear a uniform while on the job.

3. PURPOSE

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public. This policy is necessary in order to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

4. GENERAL GUIDELINES

A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.

B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.

C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.

D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

A. When an employee is assigned to a position which has been designated as requiring a uniform, the employee's Department Director will authorize the issuance of uniforms. The employee must sign for all issued uniforms.

B. The Department Director will determine the number of uniforms to be issued commensurate with the employee's expected field time, not to exceed six sets of uniforms.

6. APPEARANCE IN UNIFORM

A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.

B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.

B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.

C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.

E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

8. CASUAL ATTIRE

A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.

B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

9. UNACCEPTABLE CASUAL ATTIRE

A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the "business" part of the business casual, and leave your old comfortable clothes at home.

B. Pull over's can be worn but must have collar and top buttons (polo style). All pull over's will be worn tucked in the pant line. Henley style (collarless with buttons) pull over's are not acceptable. Pull over shirts cannot be heavily designed with patterns.

C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.

D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.

E. If you are assigned to go to a class, seminar or training and

F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.

B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.

C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

A. Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature.

12. TERMINATION OF EMPLOYMENT

A. When an employee terminates with the County or is transferred into a position of

to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered and in good condition.

B. If the employee fails to return any uniform items the cost of the unreturned item(s) will be deducted from the employee's final payment.

13. POLICY VIOLATION AND REVISION

A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.

B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.

C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to an including termination of employment.

AI-40794 **2013 Intradept. (line item)Transfers 2. R.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: CONSTABLE EDDIE GUERRA Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2013 - Constable Pct. 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/19/13.

Attachments

LIT91713

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/17/2013 03:03 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Nayla Munoz Started On: 09/17/2013 02:53 PM

Final Approval Date: 09/27/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 17, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 3-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
432	Equip&Veh R&M Services	**631**	Bottled Water	**$90.00**
432	Equip&Veh R&M Services	**442**	Equip & Vehicle Rentals	**$10.00**
			TOTAL	**$100.00**

REASON: Transfer is needed to cover expenditures for bottled water services.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-40819 **2013 Intradept. (line item)Transfers 2. S.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2013 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/20/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/18/2013 02:09 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Priscilla Torres Started On: 09/18/2013 10:17 AM

Final Approval Date: 09/27/2013

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 9/18/2013

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 3-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	CO CLERK-OFFICE/COMP. SUPPLIES	665	CO CLERK-MINOR COMP. EQUIP.	$380.00
601	CO CLERK-OFFICE/COMP. SUPPLIES	607	CO CLERK-HOUSEHOLD/JANITORIAL Sup.	$245.00
			TOTAL	$625.00

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540
956.318.2100 ~ fax 956.318.2105
www.hidalgocountyclerk.us

AI-40826 **2013 Intradept. (line item)Transfers 2. T.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: NOE GONZALEZ, JUDGE PRESIDING

Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2013 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-007-001-0-890

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

BUDGETARY IMPACT:

Funds available as of 9/18/13

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/18/2013 02:25 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Esther Contreras Started On: 09/18/2013 11:58 AM

Final Approval Date: 09/27/2013

DATE: September 16, 2013

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 3-1100-412-00-007-001-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	529	SURETY AND NOTARY BONDS	$50.00
890	OTHER	661	MINOR OFFC FURNITURE & EQUIP	$600.00
664	OTHER MINOR EQUIPMENT	661	MINOR OFFC FURNITURE & EQUIP	$405.00
890	OTHER	432	EQUIP&VEH R&M SRV	$140.00
			TOTAL	**1,195.00**

REASON: **Current and Future Expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-40864 **2013 Intradept. (line item)Transfers 2. U.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Rachel Cavazos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2013 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-293-001-0-611

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

BUDGETARY IMPACT:

Funds available as of 9/20/13

Attachments

LIT 10-08-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/20/2013 09:55 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Rachel Cavazos Started On: 09/19/2013 04:35 PM

Final Approval Date: 09/27/2013

DATE: **September 30, 2013**

DEPARTMENT HEAD: **Lazaro Gallardo, Jr.**

DEPARTMENT NAME: **Constable Precinct 3**

ACCOUNT NUMBER: **3-1100-421-00-293-001-0-XXX**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
611	POLICE SUPPLIES	672	VEHICLE R&M MAINT. SUPPLIES	$ 830.00
			TOTAL	$ 830.00

REASON: **TO PURCHASE TIRES FOR CONSTABLE PRECINCT DEPARTMENT.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-40891 **2013 Intradept. (line item)Transfers 2. V.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Noe Martinez, III Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - County Court at Law #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-027-001-0-890

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

BUDGETARY IMPACT:

Funds available as of 9/25/13

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:07 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Monica Badillo Started On: 09/23/2013 04:39 PM

Final Approval Date: 09/27/2013

DATE: September 23, 2013

DEPARTMENT HEAD: SERGIO J. VALDEZ

DEPARTMENT NAME: COUNTY COURT AT LAW NO. 7

ACCOUNT NUMBER: 3-1100-412-00-027-001-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	640	REFERENCE MATERIALS	$500.00
			TOTAL	500.00

REASON: NEED TO PURCHASE LEGAL REFERENCE BOOKS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40903 **2013 Intradept. (line item)Transfers 2. W.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - Insect Eradication (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-461-00-125-026-0-679

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

BUDGETARY IMPACT:

Funds available as of 9/25/13

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:11 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Monica Badillo Started On: 09/24/2013 03:33 PM

Final Approval Date: 09/27/2013

DATE: September 24, 2013

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: INSECT ERADICATION

ACCOUNT NUMBER: 3-1100-461-00-125-026-0-

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
679	OTHER R&M SUPLLIES	855	LATE FEES	50.00
			TOTAL	50.00

REASON: To have funds to cover any late fees on water bills.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40755 **2013 Intradept. (line item)Transfers 2. X.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2013 - District Attorney's Office - BPU (1281)

BACKGROUND

Monies will be to cover a negative in the health, life and unemployment insurance object.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1281-412-00-080-012-3-xxx

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

BUDGETARY IMPACT:

As per Auditor's Office, transfer needed to cover current deficits.

Salary analysis not needed, grant expired 8/31/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/17/2013 03:00 PM
Obdett Calzada	Obdett Calzada	09/27/2013 11:29 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Roy Cazares Started On: 09/13/2013 03:05 PM

Final Approval Date: 09/27/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: September 24, 2013
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 3-1281-412-00-080-012-3-XXX Border Prosecution Unit
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
113	Reg F/T Employees	→	211	Health Insurance	$ 775.00
113	Reg F/T Employees	→	250	Unemployment Comp.	$ 42.00
113	Reg F/T Employees	→	212	Life Insurance	$ 15.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 832.00**

REASON: Monies will be to cover a negative in the health insurance, unemployment comp. and life insurance objects.



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-40929 **2013 Intradept. (line item)Transfers 2. Y.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Eric Pacheco, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

2013 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-011-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 9/26/13

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 03:27 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Eric Pacheco Started On: 09/25/2013 10:21 AM

Final Approval Date: 09/27/2013

DATE: September 25, 2013

DEPARTMENT HEAD: Regina Moreno

DEPARTMENT NAME: 449th District Court

ACCOUNT NUMBER: 3-1100-412-00-011-001-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	584	REGISTRATION FEES	$924.51
432	EQUIP& VEH R&M SRV	584	REGISTRATION FEES	$500.00
342	INFO & CREDIT SERVICES	**748**	OTHER EQUIPMENT	**600.00**
630	FOOD	**748**	OTHER EQUIPMENT	**900.00**
535	POSTAGE	**431**	BLDG & OTHR STRUC R&M SRV	300.00
607	HOUSEHOLD AND JANITORIAL	**583**	TRAVEL OUT OF COUNTY	1,200.00
			TOTAL	**$4,424.51**

REASON: **TO COVER REGISTRATION FEES FOR JUDGE CONTRERAS CONFERENCE. AND EQUIPMENT FOR THE COURT ROOM AND FOR JUDGE CONTRERAS TO TRAVEL OUT OF COUNTY TO ATTEND CONFERENCES.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40958 **2013 Intradept. (line item)Transfers 2. Z.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2013 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-090-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 09/27/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 11:54 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Stephanie Palacios Started On: 09/25/2013 04:32 PM

Final Approval Date: 09/27/2013

DATE: September 25, 2013

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 3-1100-412-00-090-001-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
432	Equipment & Veh R&M Service	442	Equipment & Vehicle Rental	$28.00
745	Computer Equipment	550	Prinitng & Binding	$4,509.90
745	Computer Equipment	601	Office and Computer Supplies	$654.60
748	Other Equipment	601	Office and Computer Supplies	$1,050.00
745	Computer Equipment	665	Minor Computer Equipment	$10.92
745	Computer Equipment	743	Office Furniture & Equipment	$1,514.00
432	Equipment & Veh R&M Service	780	Capital Lease	$1,969.23
748	Other Equipment	540	Advertising	$150.00
			TOTAL	**$9,886.65**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40968 **2013 Intradept. (line item)Transfers 2. AA.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 9/27/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 11:54 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Glinda Pacheco Started On: 09/26/2013 08:53 AM

Final Approval Date: 09/27/2013

DATE: September 24, 2013

2013
Transfer

DEPARTMENT HEAD: Daniel Flores

DEPARTMENT NAME: Facilities Management

ACCOUNT NUMBER: 3-1100-419-40-220-001-0-XXX

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	FACILITIES MGMT-BLDG&OTHR STRUC R&M SR	679	OTHER R&M SUPPLIES	1,000.00
540	ADVERTISING	619	OTHER MISC SUPPLIES	500.00
540	ADVERTISING	613	SAFETY SUPPLIES	250.00
431	FACILITIES MGMT-BLDG&OTHR STRUC R&M SRV	613	SAFETY SUPPLIES	1,800.00
			TOTAL	3,550.00

REASON:
Intradepartmental transfer needed to cover future and current expenses.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-40443 **2013 Intradept. (line item)Transfers** **2. BB.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Hidalgo County Constable Pct. 2 Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

2013 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-292-001-0-890

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

BUDGETARY IMPACT:

Funds available as of 9/17/13

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/17/2013 02:58 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Roxanne De La Cruz Started On: 08/28/2013 03:34 PM

Final Approval Date: 09/27/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: August 28, 2013

REVISED AI #40443, 2.BB.
CC 10-2-13

DEPARTMENT HEAD: MARTIN "MARTY" CANTU

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 3-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	Other	671	Bldg & Other Struc. R & M Supplies	$220.00
			TOTAL	**$ 220.00**

REASON: Transferring money to bulid some shelves in our storage room.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

08 / 28 /2013
DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-40809 **2013 Intradept. (line item)Transfers 2. CC.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Dept. / Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-42x-xx-280-00x-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/20/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/18/2013 09:43 AM
Budget & Management	Obdett Calzada	09/18/2013 02:03 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Virginia Rodriguez Started On: 09/18/2013 08:03 AM

Final Approval Date: 09/27/2013

DATE: September 16, 2013

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

2013
Transfer

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 3-1100-42x-xx-280-00x-0-xxx

CONTACT PERSON: Virginia Rodriguez **PHONE:** 956-393-6023

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			
3-1100-423-21-280-002-0-	Jail	664-Other Minor Equipment	(5,000.00)
3-1100-423-21-280-002-0-	Jail	665-Minor Computer Equipment	(1,889.00)
TO			
3-1100-421-00-280-001-0-	Sheriff's	679-R&M Supplies-other	5,000.00
3-1100-421-00-280-001-0-	Sheriff's	346-Hauling & Freight Services	1,889.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Funds are needed to cover expenditures for AT&T bills.**

SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-40821 **2013 Intradept. (line item)Transfers 2. DD.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2013 - County Clerk (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-40-180-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/26/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/18/2013 02:10 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Priscilla Torres Started On: 09/18/2013 11:03 AM

Final Approval Date: 09/27/2013

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 9/25/2013

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 3-1100-415-40-180-002-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
350	CO CLERK RECORD ARCHIVE-OTHER SERV.	619	CO CLERK-RECORD ARCH.-OTHER MISC. Supplies	$1,575.00
			TOTAL	$1,575.00

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540

956.318.2100 ~ fax 956.318.2105

www.hidalgocountyclerk.us

AI-40840 **2013 Intradept. (line item)Transfers 2. EE.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

2013 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-009-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9-26-13.

Attachments

Line Item 664

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/19/2013 09:06 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Esther Cantu Started On: 09/18/2013 04:44 PM

Final Approval Date: 09/27/2013

September 18, 2013

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 3-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-412-00-009-001-0-743	OFFICE FURN & EQ		3-1100-412-00-009-001-664	OTHER MINOR EQUIP	$ 600.00
3-1100-412-00-009-001-0-743	OFFICE FURN & EQ		3-1100-412-00-009-001-619	OTHER MISC SUPPLIES	$ 300.00
		➔			
		➔			
		➔			
		➔			
		TOTAL			900

REASON:

ADDITIONAL MONIES NEEDED FOR FUTURE INVOICES

_____ **September 18, 2013**

DEPARTMENT HEAD SIGNATURE **Date**

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 1/25/2007

AI-40736 **2013 Intradept. (line item)Transfers 2. FF.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Emilio De Los Santos Submitted By: Amanda Silva, VETERANS SERVICES

Department: VETERANS SERVICES

Information

CAPTION

2013 - Veteran's Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-444-00-370-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 9/16/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/13/2013 11:05 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Amanda Silva Started On: 09/12/2013 04:28 PM

Final Approval Date: 09/27/2013

DATE: September 13, 2013

DEPARTMENT HEAD: Emilio De Los Santos

DEPARTMENT NAME: Veterans

ACCOUNT NUMBER: 3-1100-444-00-370-001-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
540	ADVERTISING	535	POSTAGE	$250.00
855	LATE FEES, PENALTIES & FINES	535	POSTAGE	100.00
583	Travel out of County	601	Office and Computer Supplies	450.00
			TOTAL	800.00

REASON: To cover estimated postage expenses through December 31, 2013 and for office Supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40728 **2013 Intradept. (line item)Transfers 2. GG.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Angie Chapa, LAW LIBRARY

Department: LAW LIBRARY

Information

CAPTION

2013 - Law Library (1247)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1247-412-50-100-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 9/13/13

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/13/2013 08:52 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Angie Chapa Started On: 09/12/2013 02:25 PM

Final Approval Date: 09/27/2013

DATE: 09/12/13 **AI#**

DEPARTMENT HEAD: Angie Chapa

DEPARTMENT NAME: Law Library

ACCOUNT NUMBER: 3-1247-412-50-100-001-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Angie Chapa **Ph# :** 956-318-2155

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
745	Computer Equp.	665	Minor Computer Equp.	1,000.00
745	Computer Equp.	601	Office & Computer Supp.	1,200.00
745	Computer Equp.	619	Other Mis. Supp.	500.00
			TOTAL	2,700.00

REASON: **Funds needed to cover for computer equpiment, software & supplies.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-40950 **2013 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

SELF FUNDED HEALTH BENEFITS (2201):
Approval of 2013 interdepartmental transfer within Health Benefits from program (087) to programs (004) and (006) in the total amount of $420,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-2201-415-00-115-087-0-820

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

BUDGETARY IMPACT:
FUNDS AVAILABLE AS OF 9/27/13

Attachments

IDT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/26/2013 10:45 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Angelica M. Tapia Started On: 09/25/2013 03:48 PM

Final Approval Date: 09/27/2013

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: September 25, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ANGELICA M. TAPIA
Ph#: (956) 292-7028 EXT 5415

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
3-2201-415-00-115-087-0-820	HEALTH BENEFITS-COBRA-CLAIMS NOT COVERED	(420,000.00)
TO:		
3-2201-415-00-115-004-0-820	HEALTH BENEFITS-DD1-CLAIMS NOT COVERED	30,000.00
3-2201-415-00-115-006-0-820	HEALTH BENEFITS-HS-CLAIMS NOT COVERED	390,000.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO COVER CURRENT NEGATIVE IN F2201 PRG 004 & 006

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-40715 **2013 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Jail Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail (1100):
Approval of 2013 interdepartmental transfer from Sheriff's Office to Jail in the amount of $7,200 to fund telephone expenditure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-42X-XX-280-00X-0-531

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

BUDGETARY IMPACT:

Funds available in Sheriff as of 9/19/2013.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/12/2013 11:28 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Patricia Ramos Started On: 09/12/2013 09:20 AM

Final Approval Date: 09/27/2013

DATE: **September 11, 2013**

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

2013
Transfer

DEPARTMENT NAME: **Hidalgo County Sheriff's Office** AI-40715

ACCOUNT NUMBER: **3-1100-42X-XX-280-00X-0-531**

CONTACT PERSON: **Virginia Rodriguez** **PHONE: 956-393-6023**

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			
3-1100-421-00-280-001-0-531	Sheriff	Telephone and telegraph	(7,200.00)
TO			
3-1100-423-21-280-002-0-531	Jail	Telephone and telegraph	7,200.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Funds are needed to cover expenditures for AT&T bills.

SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-40904 **2013 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Border Road (1200):
Approval of 2013 interdepartmental transfer from Pct. 2 Rd Maint. into Pct 2 Border Road in the amount of $25,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding Available as of 9/24/2013

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:11 AM
Glinda Pacheco	Glinda Pacheco	09/26/2013 11:06 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Carlos Jasso Started On: 09/24/2013 03:37 PM

Final Approval Date: 09/27/2013

DATE: September 24, 2013

DEPARTMENT HEAD: Raul Silguero JR.

DEPARTMENT NAME: Pct. 2 Border Road

ACCOUNT NUMBER: 3-1200-431-00-122-0XX-0-XXX

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

Contact: Carlos Jasso
Ph#: 956-787-1891

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1200-431-00-122-006-0-890	Pct. 2 Road Maint. - Other	(25,000.00)
TO		
3-1200-431-00-122-063-0-711	Pct. 2 Border Rd. - ROW	25,000.00
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:
ROW Costs

_____ / / _____
APPROVED COMMISSIONERS' COURT **DATE**

AI-41004 **2013 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Comm Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd Maint (1200):
Approval of 2013 interdepartmental transfer from Various Pct 2 Projects into Pct 2 Rd Maintenance in the amount of $259,035.81.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-xxx-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 9/27/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/27/2013 04:10 PM
Obdett Calzada	Obdett Calzada	09/27/2013 04:20 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Erika Zamora Started On: 09/27/2013 03:00 PM

Final Approval Date: 09/27/2013

DATE: October 2, 2013

DEPARTMENT HEAD: Raul Silguero JR.

DEPARTMENT NAME: Pct 2 Rd Maint

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

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

Contact: Erika Zamora
Ph#: 956-787-1891

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		INCREASE (DECREASE) AMOUNT
FROM			
3-1200-431-00-122-026-0-731	Pct 2 Owassa Rd (Jackson-R. Longoria	Roads	(42,030.00)
3-1200-431-00-122-047-0-733	Pct 2 McColl Offsite Drng-Thomas Rd	Drainage Ditches	(1,380.00)
3-1200-431-00-122-051-0-711	Pct 2 El Gato Rd (W Alamo-Tower)	ROW	(13,663.61)
3-1200-431-00-122-051-0-731	Pct 2 El Gato Rd (W Alamo-Tower)	Roads	(16,800.57)
3-1200-431-00-122-051-0-841	Pct 2 El Gato Rd-ICA PSJA & Alamo	Aid to Govt Agency	(15,779.86)
3-1200-431-00-122-052-0-731	Pct 2 El Dora Rd(Retama-Cesar Chave	Roads	(674.33)
3-1200-431-00-122-060-0-711	Pct 2 Anaya Rd (10th St-McColl)	ROW	(8,400.00)
3-1200-431-00-122-060-0-731	Pct 2 Anaya Rd (10th St-McColl)	Roads	(119,687.00)
3-1200-431-00-122-067-0-731	Pct 2 Rodriguez St (MN-Lopezville Pr	Roads	(32,620.85)
3-1200-431-00-122-262-0-731	Pct 2 BCAP Esperanza Est S/D	Roads	(307.28)
3-1200-431-00-122-900-0-711	Pct 2 Morningside Offsite ICA SJ/Alar	ROW	(2,000.00)
3-1200-431-00-122-900-0-733	Pct 2 Morningside Offsite ICA SJ/Alar	Drainage Ditches	(5,692.31)
TO			
3-1200-431-00-122-006-0-890	Pct 2 Rd Maint	Other	259,035.81
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON:
To fund pct 2 road projects.

APPROVED COMMISSIONERS' COURT

DATE

AI-40933 **Planning Department 4. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

BACKGROUND

Attachments

Pct 2 & 4 Cert Plat & Utility Status 10-01-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 03:29 PM
Olga Garza	Olga Garza	09/26/2013 11:55 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Irma Castillo Started On: 09/25/2013 11:17 AM

Final Approval Date: 09/27/2013

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Aida G. Cantu	4-10366
2.	Cardinal Stars	4-12781
3.	Rosa Maria Martinez	4-12769
4.	Reynaldo Munoz	4-12778
5.	Veronica Garza	4-12786
	COMM. COURT: October 1, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10366
B-05

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Aida G Cantú

Address: 1210 Bob Pool
Pharr Tx 78577

Phone: 956 685-03-95

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-Install
Date Approved:	/ /	9/19/13

Water Supplier: North Alamo Water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Seminole Valley # 4 # 47,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/9/05);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Mary Castillo Mary Castillo)

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mary Castillo)

Mary Castillo

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____
Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-10366

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

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

PARTY MAKING REQUEST:

Name: Aida G Cantú

Address: 1210 Bob Pool
Pharr TX 78577

Phone: (956) 685-03-95

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

Seminole Valley #4 Lot 47

STATUS OF PERSON OR ENTITY MAKING REQUEST:

(b) ✓ Subdivider
___ Owner of lot in subdivision
(b) ✓ Resident of lot in a subdivision
___ Entity that provides utility service

Aida G Cantú — Requesting Party (Signature)
9-19-2013 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
✓ Affidavit
___ Other (describe) Rent

This part to be filled out by receiving county official:

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

9/25/13 — **Date**

Raul A. Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10366
Mar. 7, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

S2440-04-000-0047-00

[1] OWNER: CANTU, AIDA

1210 BOB POOL
PHARR, TX. 78577
Telephone No. 569-7797

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #4 LOT 47

LOCATION: 0 OWASSA & C. CHAVEZ

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST

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

[9] CONSTRUCTION TYPE: BLOC

[5] SIZE OF STRUCTURE: 2,850 Sq. Ft.

[10] EST. COST OF CONST.: $40,000

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

[11] SPECIAL FLOOD HAZARD AREA: ___ YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' WEST SIDE 10' REAR 40' EAST SIDE 6'
FINISH FLOOR OF ELEV. 18" TOP OF CURB.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Prepared by Aida Cantu — Date 3-07-11

Light [X] Water [X]

Flood Zone: M Panel No. /Suffix: 0425 C Pct: 4

Community No.: 480334

Approved by Efrain Ceballos — Date 03-07-11

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

X Aida G Cantu — Signature of Owner or Applicant — Date 3-7-11

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: February 8, 2011

Grantor: Jack McClelland
Grantor's Mailing Address:
2614 West Freddy Gonzalez
Edinburg, Texas 78539

2179998

Grantee: Aida Cantu

Grantee's Phone Number: (956) 569-7797
Grantee's Mailing Address (including county):
1210 Bob Pool
Pharr, Texas 78577
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Nine Thousand Four Hundred Dollars and No Cents ($29,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 47, Seminole Valley Subdivision No. 4, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;

8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Seminole Valley Subdivision, No. 4, as shown on the plat thereof, recorded in Volume 48, Page 146-148, Map records of Hidalgo County, Texas;
12. Subdivision Restrictions filed for record under in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property;
13. A lien securing a promissory note (the "Prior Note"), dated April 22, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1332964. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note.

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

If this interest is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the Lease.

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

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

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular

purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

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

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th day of February, 2011, by Jack McClelland.

Notary Public, State of Texas

NORMA PRICE
Notary Public, State of Texas
My Commission Expires
4-22-2011

AFTER RECORDING RETURN TO:

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: M-12781

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		Chuck Ran
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	9 / 23 / 13

Name: Eduardo Chacon

Address: 2018 MERAK ST 78542 Edinburg TX. 78542

Phone: 393 7447

Water Supplier: North Alamo Water

Utility Provider: [√]M.V.E.C. [ ] AEP

Account/ESI No.: 277421-001

[ ] Temporary Pole [ ] Permanent Service

Mobile Home

regarding the land described as: CARDINAL STARS LOT 4,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-12-08);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Raul O. Castillo);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Chuck Ran);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Chuck Ran);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Raul O. Castillo).

Raul O. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12781

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

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

PARTY MAKING REQUEST:

Name: EDUARDO CHACON

Address: 7018 MERAK ST
Edinburg, TX. 78542

Phone: 393 7497

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

CARDINAL STARS LOT #4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Eduardo Chacon
Requesting Party (Signature)

09-23-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) Plat

This part to be filled out by receiving county official:

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

9/25/13
Date

Julio J. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12781
Sep. 20, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C1616-00-000-0004-00

[1] OWNER: CASTILLO, EDUARDO CHACON

7018 MERAK ST.
EDINBURG, TX. 78541
Telephone No. 393-7447

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,456 Sq. Ft.

[6] USE OF BUILDING: RES. M/HOME WITH STORAGE

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL STARS LOT 04

LOCATION: 0 B. RAMIREZ & DOOLITTLE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $6,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:35' SIDE:6' SIDE:6'
18" ABOVE TOP OF STREET. FLOODZONE:X-44

Prepared by — Date: 9-20-13

Approved by: Rudy Rios — Date: 9-17-13

Signature of Owner or Applicant: Tomas Ruiz — Date: 09/20/213

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

ASSUMPTION WARRANTY DEED

2433097

Date: July 10, 2013

Grantor: Jesus Rafeal Espinoza

Grantor's Mailing Address (including county):

7018 Merak Street
Edinburg, Texas 78542
Hidalgo County, Texas

Grantee: Eduardo Chacon Castillo
Grantee's Mailing Address (including county):

7007 Calle de los Arboles
Edinburg, Texas 78542
Hidalgo County, Texas

Consideration: Cash and other good and valuable consideration paid from Grantee's separate property and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of Twenty-Five Thousand Seven Hundred Dollars and No Cents ($25,700.00) dated April 20, 2010, executed by Felipa Rodriguez and payable to the order of Cardinal Estates, Ltd., a Texas limited partnership. The note is secured by a Vendor's Lien and additionally secured by a Deed of Trust dated April 20, 2010, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 2096359. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee both the casualty insurance policy on the property and all funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

Lot 4, Cardinal Stars Subdivision, as shown by the map or plat thereof recorded in Volume 56, Page 22-24, of the Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 1, 2008, payable to the order of BBVA Compass Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1888229;

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

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

Jesus Rafeal Espinoza

ACCEPTED:

Eduardo Chacon Castillo

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of July, 2013, by Jesus Rafeal Espinoza.

KIMBERLY C. SOSA
MY COMMISSION EXPIRES
November 19, 2016

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of July, 2013,by Eduardo Chacon Castillo.

KIMBERLY C. SOSA
MY COMMISSION EXPIRES
November 19, 2016

Notary Public, State of Texas

After Recording Return To:
Cardinal Estates, Ltd.
P.O. Box 721052
McAllen, TX 78504

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 (2) 3 4

Application No: U-12709
BG

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Rosa Maria Martinez

Address: 3520 N 40th St.
McAllen TX, 78501

Phone: (956) 457-3134

Water Supplier: North Alamo Water

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

Account/ESI No.: 277455-1

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lot 329 Eldora Heights Mobile Home Subdivision Phase III,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in "yes" or "no" in each blank

yes A plat has been prepared;
yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-20-01);
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor D. Castillo)
yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 9-23-13 (verified by _____)
No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 9-23-13 (verified by _____)
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor D. Castillo)

Flor D. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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956-968-4734
956-973-7850

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

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

Precinct 1 (2) 3 4

Application No: 4-12749

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

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

PARTY MAKING REQUEST:

Name: Rosa Maria Martinez

Address: 3520 N 40th st.
McAllen, TX 78501

Phone: (956) 457-3134

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

lot # 329 Eldora Heights Mobile Home Subdivision Phase III. major plat Volume 44, pages 64 and 65 Map Records Hidalgo County.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
__✓__ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Rosa Maria Martinez
Requesting Party (Signature)

9/23/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__✓__ Other (describe) Plat / specify Warranty Deed With Vendors Lien

This part to be filled out by receiving county official:

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

9/25/13
Date

Raul L. Casillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12769
Sep. 18, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E5038-03-000-0329-00

[1] OWNER: MARTINEZ, ROSA MARIA

3520 N. 40TH ST.
MCALLEN, TX. 78501
Telephone No. 457-3134

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 720 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS #3 LOT 329

LOCATION: 0 ELDORA & R. LONGORIA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $20,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 20' SIDE'S 6' REAR 20' FINISH FLOOR OF ELEV,
18" FROM STREET.

Hector D. Cantu 9/18/13
Prepared by Date

Approved by 9-11-13
Date

X Delia Martinez 9-18-13
Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0475 C
Panel No. /Suffix:_____ Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

1497891

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: July 12, 2005

Grantor: Eldora Heights, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 5848
McAllen, Texas 78502

Grantee: ROSA MARIA MARTINEZ
First Grantee's Social Security Number: 571-15-8423

Grantee's Phone Number: (956) 262-8297
Grantee's Mailing Address (including county):
P.O. BOX 148
LA VILLA, Texas 78562
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirteen Thousand Five Hundred Dollars and No Cents ($13,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to John G. Phillips, Trustee.

Property (including any improvements):

Lot(s) 329, Eldora Heights Mobile Home Subdivision, Phase III, as shown by the map or plat thereof recorded in Volume 44, Pages 64 and 65, Map Records, Hidalgo County, Texas

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, and there is also hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year which shall be paid by Grantor and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated January 28, 1982, recorded in Volume 412, Page 124, Oil and Gas Records, dated November 7, 1984, recorded in Volume 2066, Page 648, dated February 19, 1999, recorded under Document No. 764573 and dated July 26, 1999, recorded under Document No. 812491, Official Records, Hidalgo county, Texas.
12. Restrictive covenants recorded under Document No. 1292119, Official Records, Hidalgo County, Texas.
13. All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument dated December 9, 1948, recorded in Volume 654, Page 170, Deed Records and dated March 29, 1995, recorded under Document No. 451155, Official Records, Hidalgo County, Texas.
14. Minimum building setback lines shall be: front 20 feet; side 6 feet except on lots adjacent to a street it shall be 20 feet; rear 20 feet from the lot line or easement line, whichever is greater; utility easements as shown

on map of Eldora Heights Mobile Home Subdivision, Phase III, recorded in Volume 44, Pages 64 and 65, Map Records of Hidalgo County, Texas.

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

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

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

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

Eldora Heights, L.L.C., a Texas Limited Liability Company

BY: _____
John G. Phillips, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 12 day of July, 2005, by John G. Phillips, President, President of Eldora Heights, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

ELOY GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-07-2006

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Eldora Heights, L.L.C.
P.O. Box 5848
McAllen, Texas 78502

Filed for Record in:
Hidalgo County
by J. D. Salinas III
County Clerk

On: Jul 18,2005 at 02:18P

As a Recording

Document Number: 1497891
Total Fees 1 16.00

Receipt Number - 691693
By,
Anna Maria Ruiz, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12778

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-Install
Date Approved:	/ /	9/24/13

Name: Reynaldo Munoz

Address: 1613 Lavander St
Edinburg, TX
78541

Phone: 956-739-8583

Water Supplier: Sharyland Water

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

Account/ESI No.: NA

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Hoehn Drive S/D Lot 140,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-28-83);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [signature]);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [signature]).

[signature]
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-12778

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

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

PARTY MAKING REQUEST:

Name: Reynaldo Muñoz

Address: 1613 Lavender St.
Edinburg, TX 78541

Phone: 956-739-8553

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

Hacha Drive Lot 140

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
_____ Owner of lot in subdivision
__✓__ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature)

Date 9/24/13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
__✓__ Affidavit
_____ Other (describe) _____

This part to be filled out by receiving county official:

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

9/25/13
Date

County Official

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

WARRANTY DEED

Date: August 15, 2013

Grantor: Martin Zapata

Grantor's Mailing Address (including county):

2223 Patterson Street
Houston, Texas 77007
Harris County, Texas

Grantee: Reynaldo Munoz and Amalia Munoz

Grantee's Mailing Address (including county):

1609 Lavender Street
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Other valuable consideration as agreed on this agreement with the undersigned grantee herein named, the receipt of which is hereby acknowledged and paid in the principal amount of Fifteen Thousand and 00/100ths ($15,000.00). The property is sold and conveyed to the Grantee on this day. No vendor's lien will be established on said property listed.

Property (including any improvements):

Lot 140, Hoehn Drive Subdivision, Hidalgo County, Texas according to the recorded plat thereof in Book 23, Page 59, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas and other mineral reservations of record, if any.
2. All oil, gas leases and drilling agreements of record, if any.
3. Easements of record, if any.
4. Easements and conditions as may be contained in plat of said subdivision, if any.
5. Easements, rights, rules and regulations in favor or pertaining water district, if any.
6. All visible easements and restrictions of record, if any
7. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extraterritorial jurisdiction of said property.
8. Standby fees and taxes for the year 2006 and assessments for prior years.

from, and exceptions to conveyance and warranty herein contained, when the claim is by through, or Grantor but not otherwise.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENT CONCERNING THE PURCHASE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE OF THE PROPERTY, NOR AS TO ANY TAXES DUE ON THE PROPERTY.

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

Martin Zapata

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 15th day of August 2013 by Martin Zapata.

Notary Public, State of Texas
Expires March 26, 2016

VERONICA R. STOLLER
Notary Public, State of Texas
My Commission Expires
March 26, 2016

AFTER RECORDING RETURN TO:

Reynaldo and Amalia Munoz
1609 Lavender Street
Edinburg, Texas 78541

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12778
Sep. 20, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

H3830-00-000-0140-00

[1] OWNER: MUNOZ, REYNALDO & AMALIA M.

1609 LAVENDER ST.
EDINBURG, TX 78541-9807
Telephone No. 739-8553

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
29- RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 480 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL MOVE IN H

[7] LEGAL DESC./NAME OF SUBDIVISION
HOEHN DRIVE LOT 140

LOCATION: 0 M. CRISTO & HOEHN

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $4,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-15' SIDES-6'

Prepared by — Date: 9-20-13

Approved by — Date: 9-20-13

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: LO
Panel No. /Suffix: 480334 Pct: 4

Community No.:_____

Certification of Elevation
Required: ✓ YES ____ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12786
Y-20

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	9/24/13

Name: Veronica Garza

Address: 6014 Soledad Dr
Edinburg TX 78541

Water Supplier: City of Edinburg

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

Phone: (956) 309-7935

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

Mobile Home

regarding the land described as: Palama del Valle phase 2 Lot 37,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 5-07-13);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Raul E. Sesin);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Raul E. Sesin)

Raul E. Sesin

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-1278

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

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

PARTY MAKING REQUEST:

Name: Veronica Garza

Address: 6014 Soledad Dr
Edinburg TX 78541

Phone: (956) 309-7935

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

Paloma del Valle Phase 2 Lot 37

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Veronica G
Requesting Party (Signature)

9/24/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Plat

This part to be filled out by receiving county official:

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

9/25/13
Date

Hector Garcia
County Official

SIERRA TITLE
CLOSER 65 3150836

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 6, 2013

Grantor: ROBERTO URRUTIA and wife, LETICIA URRUTIA

Grantor's Mailing Address: 2022 Pequena Drive
Edinburg, Texas 78541
Hidalgo County

Grantee: VERONICA GARZA, a single woman

Grantee's Mailing Address: 6014 Soledad Drive
Edinburg, Texas 78541
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date that is in the principal amount of NINE THOUSAND AND NO/100 DOLLARS ($9,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantee to JOHN ROBERT KING, Trustee.

Property (including any improvements):
Lot 37, PALOMA DEL VALLE, PHASE II, Hidalgo County, Texas, according to map thereof recorded in Volume 42, Pages 69 thru 71, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on May 29, 2003, under Clerk's File No. 1203700, and Restrictions as shown on plat recorded in Volume 42, Pages 69 thru 71, Map Records of Hidalgo County, Texas.

Agreement dated April 21, 1998 between Central Power and Light Company and Paloma Del Valle II, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 25, 1998, under Clerk's File No. 688528.

A fifteen foot (15') Utility Easement along the rear of subject property as shown on plat recorded in Volume 42, Pages 69 thru 71, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Santa Cruz Irrigation District No. 15.

Easements, or claims of easements, which are not of public record.

A twenty-five foot (25') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 42, Pages 69 thru 71, Map Records of Hidalgo County, Texas.

Rearyard Minimum Setback Line shall be twenty percent (20%) of Lot depth, forty feet (40') maximum, as shown on plat recorded in Volume 42, Pages 69 thru 71, Map Records of Hidalgo County, Texas.

A six foot (6') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 42, Pages 69 thru 71, Map Records of Hidalgo County, Texas.

An eighteen foot (18') Minimum Garage Door Setback as shown on plat recorded in Volume 42, Pages 69 thru 71, Map Records of Hidalgo County, Texas.

Oil and Gas Lease dated October 4, 1975, recorded in Volume 169, Page 204 and dated September 12, 1956, recorded in Volume 195, Page 453, Oil and Gas Records of Hidalgo County, Texas.

Oil and Gas Lease dated March 8, 1979, recorded in Volume 381, Page 793, Oil and Gas Records of Hidalgo County, Texas.

Oil and Gas Lease dated March 8, 1979, recorded in Volume 380, Page 996, and in Volume 380, Page 1000, Oil and Gas Records of Hidalgo County, Texas.

Oil and Gas Lease recorded in Volume 96, Page 417 and unitized in instrument recorded in Volume 101, Page 581, Oil and Gas Records of Hidalgo County, Texas.

All oil, gas, and other minerals reserved in Deed filed for record in the Office of the County Clerk of Hidalgo County, Texas, on September 10, 2004, under Clerk's File No. 1380140 and in Deed filed for record in the Office of the County Clerk of Hidalgo County, Texas, on March 25, 2008, under Clerk's File No. 1871868.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

All ad valorem taxes for the year 2013 and all subsequent years.

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

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

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

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

ROBERTO URRUTIA

LETICIA URRUTIA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 6 day of September, 2013, by **ROBERTO URRUTIA.**

ISIDRO GABRIEL QUINTERO
Notary Public
State of Texas
Comm. Exp. 12-18-2014

Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 6 day of September, 2013, by **LETICIA URRUTIA.**

ISIDRO GABRIEL QUINTERO
Notary Public
State of Texas
Comm. Exp. 12-18-2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
VERONICA GARZA
6014 Soledad Drive
Edinburg, Texas 78541

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3150836;GS/la

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12786
Sep. 24, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P3112-02-000-0037-00

[1] OWNER: GARZA, VERONICA

6014 SOLEDAD DR.
EDINBURG, TX 78541-8323
Telephone No. 309-7935

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 600 Sq. Ft.

[6] USE OF BUILDING: RES. MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE PH 2 LOT 37

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $750

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__✓__NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:22' SIDE:6' SIDE:6'
18" ABOVE TOP OF CURB. FLOODZONE:X-20

Prepared by — Date: 9-24-13

AARON HOZ — Approved by — Date: 9-23-13

Signature of Owner or Applicant — Date: 9/24/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

AI-40778 **Monthly Fee Reports 5. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk
Fee Report for the Month of August 2013 - $665,454.23

BACKGROUND

Attachments

August 2013 Fee Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/17/2013 03:02 PM
Olga Garza	Olga Garza	09/18/2013 04:23 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Norma Martinez Started On: 09/16/2013 10:45 AM

Final Approval Date: 09/27/2013

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF AUGUST 2013

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))	# OF CASES				
DIVORCE & FAMILY LAW CASES	# 238	Cases To Report	= $ 10,404.91		
PARTIAL PAYMENT				1100-207-20-000-051-0-000	$ 10,404.91
OTHER THAN DIVORCE/FAMILY	# 1,159	Cases To Report	= $ 57,472.84		
PARTIAL PAYMENT				1100-207-20-000-052-0-000	$ 57,472.84
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))					
DIVORCE & FAMILY LAW CASES	# 301	Actions To Report	= $ 1,505.00		
PARTIAL PAYMENT					
OTHER THAN DIVORCE/FAMILY	# 1,264	Actions To Report	= $ 12,520.82		
PARTIAL PAYMENT				1100-207-20-000-050-0-000	$ 14,025.82
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 13	Cases To Report	= $ 481.00		
PARTIAL PAYMENT					
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 1357	Cases To Report	= $ 56,326.50		
PARTIAL PAYMENT				1100-207-20-000-055-0-000	$ 56,807.50
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000	$ 2,655.00

$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 70,069.02			
OTHER CLERK COST (GC51.317-319)	$ 57,293.82	$ 127,362.84		
TIME PAYMENT (LGC 133.103) @$10.00		$ 1,536.79		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 41,066.00		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 284.93		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 6,266.13		
NSF CHECK FEE (LGC 118.141)		$ 90.00		
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -		
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000	$ 176,606.69
INTEREST EARNED FOR THE MONTH OF AUGUST 2013			1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000	$ 285.52
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-090-008-0-000	$ 800.00
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50			1100-341-10-090-002-0-000	$ 384.20
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000	$ 1,920.99
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000	$ 2,642.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000	$ 5,561.41
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000	$ 27,565.22
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000	$ 1,125.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000	$ 290.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000	$ 7,569.72
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000	$ 3,917.20
SHERIFF FEES (CCP 102.011)	$ 38,936.61			
SHERIFF FEES (HCSO)	$ 5,087.80		1100-342-10-090-001-0-000	$ 44,024.41
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000	$ -
PCT. 2			1100-342-10-292-000-0-000	$ 1,491.18
PCT. 3			1100-342-10-293-000-0-000	$ 3,004.56
PCT. 4			1100-342-10-294-000-0-000	$ 2,833.58
PCT. 5			1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000	$ 14,788.93
FINES (LGC 113.004)			1200-351-10-090-000-0-000	$ 65,409.15
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000	$ 14,150.00
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000	$ 7,000.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000	$ 7,325.10
# _____ CIVIL FILINGS X $5.00 =	$ 6,483.41			
# _____ FELON. CONV.X $5.00 =	$ 841.69			
# _____ MISD.CONV. X $5.00 =	$ -			
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000	$ 12,967.44
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000	$ 11,941.01
# _____ CIVIL FILINGS X $5.00 =	$ 8,084.01			
# _____ CRIM CONV. X $22.50 =	$ 3,857.00			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000	$ 8,454.45
# _____ CIVIL FILINGS X $5.00 =	$ 8,048.96			
# - CRIM FILINGS X $2.50 =	$ 405.49			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000	$ 17,223.65
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000	$ -
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000	$ 39,632.76
OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 6,883.96			
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ -			
CRIME STOPPERS - ADULT PROBATION DEPT.	$ -			
MOTHERS AGAINST DRUNK DRIVING	$ -			
WOMEN TOGETHER EMERGENCY SHELTER	$ -			
ESTRELLA'S HOUSE	$ -			
ATTORNEY AD-LITEM	$ -			
SUBTOTAL		$ 6,883.96		
LESS: LAW ENFORCEMENT LAB COSTS		$ -		
LESS: CRIME STOPPERS		$ -		
LESS: MOTHERS AGAINST DRUNK DRIVING		$ -		
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -		
LESS: ESTRELLA'S HOUSE		$ -		
LESS: ATTORNEY AD-LITEM		$ -		
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000	$ 6,883.96

9/16/13

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF AUGUST 2013

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 22,286.03
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ -
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 8.12
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ -
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ -
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 2.82
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 29.42
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 287.67
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 11.58
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 2.58
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 763.53
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 52.73
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,786.03
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 643.97
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 828.04
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 93.47
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 1 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 28.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07		1100-207-20-000-058-0-000	$ 3,804.51
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-036-0-000	$ 2,331.87
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 288.81
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,565.73
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 516.27
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 610.85
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 899.94
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 177.26
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 270.80
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 665,454.23
TOTAL CASH RECEIVED			$ 677,896.72
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 665,454.23		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 3,411.00		
TOTAL DISBURSEMENTS			$ 668,865.23
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 9,031.49

PROOF:

AMOUNT RECEIVED:	$ 11,998.49
AMOUNT LIQ.:	$ (2,967.00)
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ -
MOTHERS AGAINST DRUNK DRIVING	$ -
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ -
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 9,031.49

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF AUGUST 2013

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	08/21/13	42113	$ 34,973.00	167733
CIVIL2)	08/22/13	42150	$ 97,521.48	167926
CIVIL3)	08/22/13	42151	$ 127,701.69	167927
CIVIL4)	08/29/13	42162	$ 125,926.35	168072
CIVIL5)	9/10/13	~~0~~ 42182	$ 132,087.33	~~0~~ 168293
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	08/21/13	42110	$ 9,844.50	167730
CRM2)	08/19/13	42108	$ 18,057.75	167728
CRM3)	08/21/13	42109	$ 11,505.00	167729
CRM4)	08/21/13	42111	$ 22,992.63	167731
CRM5)	08/21/13	42112	$ 14,956.00	167732
CRM6)	08/29/13	42161	$ 21,486.00	168068
CRM7)	08/30/13	42164	$ 16,791.50	168070
CRM8)	9/6/13	~~0~~ 42175	$ 20,387.00	~~0~~ 168253
CRM9)		~~0~~ 42171	$ 11,224.00	~~0~~ 168220
CRM10)	9/6/13		$ -	
TOTAL AMOUNT OF REMITTANCES			$ 665,454.23	

PREPARED BY: [signature] 9/6/13
BOOKKEEPER DATE

REVIEWED BY: [signature] 9/6/13
ACCOUNTANT DATE

THIS REPORT HAS been PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[signature] 9/9/13
INTERNAL AUDIT

[signature] 9/13/13
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM RE-DC-014, 07/2012

AI-40890 **Right of Way 6. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Melden & Hunt, Inc.
* Crossing No.1: A proposed 8" PVC water line bored and crossing Mile 4 North approximately 72.5' west of the centerline of Nickole Street.
* Crossing No. 2: A proposed 8" PVC water line bored and crossing Nickole Street approximately 238.8' south of the centerline of Mile 4 North.
* Crossing No. 3: A proposed 8" PVC water line bored and crossing Mile 4 North approximately 737.2' east of the centerline of Maribel Street.

BACKGROUND

Attachments

M&H

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:06 AM
Olga Garza	Olga Garza	09/25/2013 11:22 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Rebecca Gomez Started On: 09/23/2013 04:21 PM

Final Approval Date: 09/27/2013

REVISED JANUARY 2013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 1st day of October, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:
Melden & Hunt, Inc. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- Crossing No.1: A proposed 8" PVC water line bored and crossing Mile 4 North approximately 72.5' west of the centerline of Nickole Street.
- Crossing No. 2: A proposed 8" PVC water line bored and crossing Nickole Street approximately 238.8' south of the centerline of Mile 4 North.
- Crossing No.3: A proposed 8" PVC water line bored and crossing Mile 4 North approximately 737.2' east of the centerline of Maribel Street.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-40900 **Comm. Court Executive Office 7. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee #134198

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:09 AM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Monica Badillo Started On: 09/24/2013 02:21 PM

Final Approval Date: 09/27/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Plan Employee# 134198

Participant Nam [redacted] Llanas

Address 101[redacted] City Alto[redacted] 13

Social Security [redacted] **Daytime Phone No** [redacted]

SECTION I – Ha

I understand that th[redacted]e due to financial hards[redacted] nt of the withdrawal is n[redacted]nd heavy financial nee[redacted] d all distributions, other t[redacted] hardship, and all other [redacted]le to me under the Plan [redacted]ed by the Company. [redacted]ll be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
(✓) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 2,500 Year-to-date deferrals 2899.29

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? NO If so what was the amount taken $ — 0 —

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 9/20/13

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- S&A will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

AI-40672 **Head Start 8. A.**

CC CONSENT

Meeting Date: 10/02/2013

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

Department: HEAD START

Information

CAPTION

Approval of Financial Report: August 2013

BACKGROUND

Policy Council Approval: 09.18.13

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/11/2013 03:54 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Linda Galaviz Started On: 09/11/2013 11:09 AM

Final Approval Date: 09/27/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: September 18, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: September 2013

****

INITIATED BY: Elma Keller, Chief Financial Officer

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: for J. Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - Policy Council
From 8/1/2013 Through 8/31/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	10,098,357.74	0.00	6,194,925.46	38.02%	1,187,190.87
02	FRINGE BENEFITS	5,479,131.57	3,401,626.54	0.00	2,077,505.03	37.91%	408,154.43
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	559,094.97	85,576.98	(66,268.81)	(11.45)%	51,835.91
06	OTHER COST	1,783,826.09	1,231,884.71	47,805.29	504,136.09	28.26%	274,300.94
Report Total		24,134,644.00	15,290,963.96	133,382.27	8,710,297.77	36.09%	1,921,482.15

AI-40673 **Head Start 8. B.**

CC CONSENT

Meeting Date: 10/02/2013

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

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for Program Year 2013-2014

BACKGROUND

Policy Council Approval: 09.18.13

Attachments

Children's Appls

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/11/2013 03:54 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Linda Galaviz Started On: 09/11/2013 11:13 AM

Final Approval Date: 09/27/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: September 18, 2013

SUBJECT: Approval of Children's Applications for Program Year 2013-2014

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

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INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: _____

Hidalgo County Head Start Program

Application Status Report: PY 2013 - 2014 (Approval Date: 09/18/2013)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Wait List
1	Alamo (6 - 119)	117	60	57	124	5	72
2	Alton (5 - 100)	100	45	55	93	0	38
3	Donna I (8 - 136)	136	66	70	112	0	29
4	Donna II (3 - 60)	60	24	36	52	0	16
5	Donna IV (2 - 33)	33	17	16	26	0	10
6	Edcouch (10 - 257)	182	84	98	147	2	53
7	Edinburg I (3 - 67)	57	28	29	41	0	13
8	Edinburg II (2 - 34)	34	15	19	32	0	13
9	Edinburg III (3 - 51)	51	23	28	40	1	13
10	Edinburg IV (10-194)	194	86	108	185	5	82
11	Edinburg V (8 - 182)	154	65	89	132	0	43
12	Elsa (3 - 64)	57	25	32	47	2	17
13	Hidalgo (3 - 60)	54	27	27	40	1	14
14	La Herencia (3 - 52)	52	24	28	40	0	12
15	La Joya (5 - 116)	94	53	41	85	0	44
16	Las Milpas I (6 - 120)	114	50	64	91	0	27
17	Las Milpas II (3 - 51)	51	27	24	47	0	23
18	Austin (7 - 178)	135	69	66	133	0	67
19	McAllen IV (3 - 51)	51	23	28	40	0	12
20	McAllen V (3 - 67)	57	24	33	51	0	18
21	McAllen VI (3 - 51)	51	26	25	46	1	22
22	Mercedes I (6 - 119)	117	50	67	100	0	33
23	Mercedes II (2 - 34)	34	17	17	30	0	13
24	Mission I (4 - 110)	80	32	48	57	0	9
25	Mission II (8 - 148)	148	65	83	98	0	15
26	Mission III (3 - 51)	51	24	27	40	1	14
27	Mission IV (3 - 62)	55	28	27	40	4	17
28	Monte Alto (2 - 40)	37	17	20	33	0	13
29	Palmview I (8 - 188)	100	53	47	62	2	17
30	Palmview II (8 - 192)	160	81	79	125	5	35
31	Palmview III (6 - 122)	120	67	53	85	2	20
32	Pharr (5 - 100)	95	45	50	111	13	65
33	Progreso (3 - 60)	57	24	33	48	0	15
34	San Carlos (4 - 80)	80	38	42	90	0	51
35	San Juan I (3 - 60)	54	25	29	49	1	21
36	San Juan II (10 - 182)	179	83	96	151	0	55
37	Sullivan City (6 - 124)	94	46	48	56	2	10
38	UTPA (2 - 34)	34	17	17	41	0	24
39	Vine Terrace (3 - 60)	56	32	24	42	1	19
40	Weslaco I (4 - 84)	77	37	40	66	5	31
41	Weslaco II (4 - 84)	74	37	37	62	2	27
42	Weslaco III (5 - 100)	97	49	48	68	0	20
43	Western Rd (3 - 69)	57	29	28	64	0	40
	GRAND TOTAL	3690	1757	1933	3122	55	1202

AI-40674 **Head Start 8. C.**

CC CONSENT

Meeting Date: 10/02/2013

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

Department: HEAD START

Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Served Monthly Report: August 2013

BACKGROUND

Policy Council Approval: 09.18.13

Attachments

Meals Snacks Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/11/2013 03:54 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Linda Galaviz Started On: 09/11/2013 11:18 AM

Final Approval Date: 09/27/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: September 18, 2013

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Report

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals-Snacks Report: August 2013

****

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Sept. '12	Oct. '12	Nov. '12	Dec. '12	Jan. '13	Feb. '13	Mar. '13	Apr. '13	May '13	June/July '13	Aug. '13*	Meal Totals
Breakfast	62,533	72,089	56,696	40,949	51,541	57,453	41,321	65,728	49,872	Centers closed	30,674	528,856
Lunch	62,221	71,842	56,203	40,143	51,192	57,255	40,954	64,795	47,228	Centers closed	30,667	522,500
PM Snack	53,697	62,409	47,699	33,472	43,969	51,723	36,872	56,662	40,681	Centers closed	27,709	454,893
Monthly Totals	178,451	206,340	160,598	114,564	146,702	166,431	119,147	187,185	137,781	Centers closed	89,050	1,506,249

*Preliminary

Rates for Free Meal Reimbursement

Breakfast: $ 1.55

Lunch: $ 2.86

Cash in Lieu of Commodities (Lunch): $0.2275

Snack: $ 0.78

Rates for Free Meal Reimbursement Effective July 1, 2013 to June 30, 2014

Breakfast: $ 1.58

Lunch: $ 2.93

Cash in Lieu of Commodities (Lunch): $0.2325

Snack: $ 0.80

Submitted by: *Veronica Templeton, CN Bookkeeper*

9/10/2013

AI-40676 **Head Start 8. D.**

CC CONSENT

Meeting Date: 10/02/2013

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

Department: HEAD START

Information

CAPTION

Approval of Special Services Monthly Report: August 2013

BACKGROUND

Policy Council Approval: 09.18.13

Attachments

Special Services Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/11/2013 03:57 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Linda Galaviz Started On: 09/11/2013 11:25 AM

Final Approval Date: 09/27/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: September 18, 2013

SUBJECT: Approval of Special Services Monthly Report

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Report: August 2013

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INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Special Services Monthly Program Report
August, 2013

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	9	0	0	0	0	117	12
Alton	11	0	14	0	0	100	10
Donna I	10	0	10	0	0	136	14
Donna II	2	1	3	0	0	60	6
Donna IV	1	0	5	0	0	33	3
Edcouch	11	0	8	0	0	182	18
Edinburg I	3	0	0	0	0	57	6
Edinburg II	4	0	4	0	0	34	3
Edinburg III	4	0	1	0	0	51	5
Edinburg IV	12	0	12	0	0	194	19
Edinburg V	9	2	5	0	0	154	15
Elsa	3	1	1	0	0	57	6
Hidalgo	2	1	1	0	0	54	5
La Herencia	4	0	2	0	0	52	5
La Joya	4	0	0	0	0	94	9
Las Milpas I	7	4	3	0	0	114	11
Las Milpas II	5	0	0	0	0	51	5
Austin 1 Stop	21	0	11	0	0	135	14
McAllen IV	7	0	2	0	0	51	5
McAllen V	5	0	3	0	0	57	6
McAllen VI	7	0	3	0	0	51	5
Vine Terrace	4	0	3	0	1	57	6
Mercedes I	11	0	7	0	0	117	12
Mercedes II	3	0	2	0	0	34	3
Mission I	4	0	0	0	0	80	8
Mission II	4	0	9	0	0	148	15
Mission III	3	0	4	0	0	51	5
Mission IV	4	0	0	0	0	55	6
Monte Alto	4	0	1	0	0	37	4
Palmview I	5	3	2	0	0	100	10
Palmview II	7	0	3	0	0	160	16
Palmview III	4	0	9	0	0	120	12
Pharr	10	0	6	0	0	94	9
Progreso	5	0	3	0	0	57	6
San Carlos	9	0	0	0	0	80	8
San Juan I	4	1	0	0	0	54	5
San Juan II	12	0	13	0	0	179	18
Sullivan	2	0	0	0	0	94	9
UTPA	3	1	7	0	0	34	4
Weslaco I	4	0	5	0	0	77	8
Weslaco II	2	0	4	0	0	74	7
Weslaco III	9	0	4	0	0	97	10
Western Rd	8	0	7	0	0	57	6
Total	**262**	**14**	**177**	**0**	**1**	**3690**	**369**

10% Quota Met

9/10/2013

AI-40637 **Budget and Management 9. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $440,469.05 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 09/01/13 to 09/13/13.

09/01-06/13	$102,502.70
09/07-13/13	$337,966.35
TOTAL	$440,469.05

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 9/1-6/13

BCBS 9/7-13/13

Invoices

BCBS Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/25/2013 10:03 AM
Obdett Calzada	Obdett Calzada	09/27/2013 04:23 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Angelica M. Tapia Started On: 09/10/2013

Final Approval Date: 09/27/2013



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **09/01/2013 to 09/06/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	274,149.56
0002-0012	HEAD START	$	55,466.73
0003-0013	APPRAISAL DISTRICT	$	8,838.49
0004-0014	COMMUNITY SERVICE AGENCY	$	858.29
0005-0015	DRAINAGE DISTRICT NO.1	$	2,427.48
0006-0016	RETIREES	$	7,790.92
9001-9002	COBRA	$	2,535.01
	STOP LOSS	$	(249,563.78)
	TOTAL	$	102,502.70



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **09/07/2013 to 09/13/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	236,960.34
0002-0012	HEAD START	$	78,172.86
0003-0013	APPRAISAL DISTRICT	$	6,058.71
0004-0014	COMMUNITY SERVICE AGENCY	$	1,148.08
0005-0015	DRAINAGE DISTRICT NO.1	$	4,869.95
0006-0016	RETIREES	$	9,350.26
9001-9002	COBRA	$	1,406.15
	STOP LOSS	$	-
	TOTAL	$	337,966.35

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 09/01/2013 - 09/06/2013 Process Date: 09/06/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 09/01/2013 - 09/06/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$274,149.56	$274,149.56	$49,385.26	$0.00	$224,764.30	1,998
TX433	01	002	HEAD START	$55,466.73	$55,466.73	$11,971.43	$0.00	$43,495.30	662
TX433	01	003	APPRAISAL DISTRICT	$8,838.49	$8,838.49	$6,511.83	$0.00	$2,326.66	52
TX433	01	004	COMMUNITY SERVICE	$858.29	$858.29	$406.76	$0.00	$451.53	23
TX433	01	005	DRAINAGE DISTRICT	$2,427.48	$2,427.48	$1,183.65	$0.00	$1,243.83	78
TX433	01	006	RETIREES	$7,790.92	$7,790.92	$4,812.54	$0.00	$2,978.38	93
TX433	01	007	COBRA	$2,535.01	$2,535.01	$14.30	$0.00	$2,520.71	21
			STOPLOSS	($249,563.78)	($249,563.78)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$352,066.48	$352,066.48	$74,285.77	$0.00	$277,780.71	2,927
			STOPLOSS Total	($249,563.78)	($249,563.78)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$102,502.70	$102,502.70	$74,285.77	$0.00	$277,780.71	2,927

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 09/07/2013 - 09/13/2013 Process Date: 09/13/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 09/07/2013 - 09/13/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$511,109.90	$236,960.34	$51,407.72	$0.00	$185,552.62	2,712
TX433	01	002	HEAD START	$133,639.59	$78,172.86	$17,297.47	$0.00	$60,875.39	1,099
TX433	01	003	APPRAISAL DISTRICT	$14,897.20	$6,058.71	$2,611.06	$0.00	$3,447.65	80
TX433	01	004	COMMUNITY SERVICE	$2,006.37	$1,148.08	$43.06	$0.00	$1,105.02	19
TX433	01	005	DRAINAGE DISTRICT	$7,297.43	$4,869.95	$1,593.41	$0.00	$3,276.54	117
TX433	01	006	RETIREES	$17,141.18	$9,350.26	$3,390.24	$0.00	$5,960.02	97
TX433	01	007	COBRA	$3,941.16	$1,406.15	($14.30)	$0.00	$1,420.45	7
			STOPLOSS	($249,563.78)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$690,032.83	$337,966.35	$76,328.66	$0.00	$261,637.69	4,131
			STOPLOSS Total	($249,563.78)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$440,469.05	$337,966.35	$76,328.66	$0.00	$261,637.69	4,131

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **September 1, 2013 thru September 13, 2013**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$440,469.05**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 09/01/2013 to 09/13/2013 is $440,469.05.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of October 1, 2013.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flor Vargas
Employee Benefits Director — Date: 9/24/2013

Dept. of Budget & Management Budget Officer — Date: 09/24/2013

Commissioner's Court Approval — Date

AI-40977 **Purchasing Department 10. A.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Comm. J. Palacios, Pct. #4 Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of WORK AUTHORIZATION No. 2 for (PROJECT: SUNFLOWER PARK RECREATIONAL FACILITY IMPROVEMENT-LIFT STATION ADDITION within PRECINCT 4) in the amount of ($ 3.881.36) as submitted by L&G Engineering Laboratory, LLC, in connection to Contract #C-12-225-11-06 for “Geo Technical Services” (on an as needed basis) for projects within Hidalgo Co. Precinct No. 4.

2. Acceptance and approval of WORK AUTHORIZATION No. 2 for ($ 1,187,220.00) as submitted by L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for "Professional Engineering Services" for PROJECT: Preparation of the PS&E for the 10th Street Extension (SH 107 to FM 1925) within Hidalgo County Precinct No. 4, in connection to "job specific" agreement #C-12-126-10-16.

a) Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor (R.O.W. SURVEYING SERVICES, LLC) with adherence to insurance provisions required by said article for WA#2 in connection to Contract #C-12-126-10-16.

BACKGROUND

WA#2 - L&G Eng Laboratory - Sunflower Park Recreational Facility Imp Proj - Lift Station Addition

WA#2 - L&G Eng - 10th Street Project - C-12-126-10-16
Letter from L&G (sub) ROW Surveying Svcs LLC

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-124-009-0-334

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

BUDGETARY IMPACT:

Available balance as of 9-27-13 $1,925.98

FISCAL YEAR: 2013 ACCT. #: 3-1303-431-00-124-030-0-731

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

BUDGETARY IMPACT:

Funding pending approval of AI# 41003
WA#2-C-12-126-10-16 (10th Street Project)

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funding pending approval of LIT AI# 40905

Attachments

WA#2-L&G Eng Lab(Sunflower Prk Rec Fac - Lift Station-Pct 4

WA#2-L&G Eng-C-12-126-10-16 (10th St Proj)

Letter by L&G (Sub) ROW Surveying Svcs(10th St Proj)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/27/2013 04:39 PM
Budget & Management	Obdett Calzada	09/27/2013 04:43 PM
Manuel Chapa	Manuel Chapa	09/27/2013 05:05 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Letty Saenz Started On: 09/26/2013 01:48 PM

Final Approval Date: 09/27/2013

HIDALGO COUNTY

Professional Engineering Services
Contract # C-12-225-11-06
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project – Lift Station Addition located in Hidalgo County Precinct No. Four (4)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$3,881.36**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. **3-1100-452-00-124-009-0-334**
Requisition Number **244250** **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. **# 2**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____, 2013 as indicated below and effective as of the ____day of _____, 2013.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project (Lift Station) in Hidalgo County Pct. No. 4.**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Documents, Plans and Specifications** for the **Sunflower Park Recreational Facility Improvement Project (Lift Station) in Hidalgo County Pct No. 4.**

ATTACHMENT "B"
Scope of Services

PROJECT: **Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project (Lift Station) in Hidalgo County Pct. No. 4.**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Geotechnical Engineering Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Strength parameters and structural evaluation of soil boring (soil strength profile and strata profile)

- Additional soil parameters that may be used in designing the structures and foundations for the planned construction (lateral earth pressure coefficients, etc.)

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;

- Re-grading the site or portions of the site after drilling activities are completed;

- Site safety meetings that may be required; or

- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and

- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations will take approximately one (1) day to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

ATTACHMENT "C"
Work Schedule

PROJECT: **Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project (Lift Station) in Hidalgo County Pct. No. 4.**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Geotechnical Engineering Services** as outlined in **Contract Agreement C-12-225-11-06.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Geotechnical Engineering Services for the Sunflower Park Recreational Facility Improvement Project (Lift Station) in Hidalgo County Pct. No. 4.**

See Attached

Attachment D
Geotechnical Field and Laboratory Services
Sunflower Park Recreational Facility Improvement Project (Lift Station)
Prepared for Hidalgo County Pct. No. 4

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review/Report**					
	A. Engineer (Principal) (Senior Project Manager)		Hours	1	$ 154.76	$ 154.76
	B. Engineer (Principal)(Geotechnical)		Hours	2	$ 154.76	$ 309.52
	C. EIT/Engineer in Training-(Strength/Strata Profile/Lateral)		Hours	8	$ 116.01	$ 928.08
II.	**Utility Clearances / Boring Locates**					
	A. Technician/Soils (Logger) (Locate Borings)(Util Clr)		Hours	2	$ 46.44	$ 92.88
			LS			
			Cost			
			Mile			
	B. Mileage (Logger)(Soil Tech)		Mile	30	$ 0.51	$ 15.30
III.	**Field Exploration**					
A	Mobilization/Demobilization					
	1. Mobilization (Drill Rig and Crew)		Daily	1	$ 430.82	$ 430.82
B	Field Exploration					
	1. Soil Boring/Solid Stem (w SPT)		Feet	15	$ 30.17	$ 452.55
	Soil Boring/Mud Rotary (w SPT)		Feet	15	$ 30.17	$ 452.55
	2. Texas Cone Penetration Tests		Ea.			$ -
	3. Technician (Soils)(Logger)		Hour	4	$ 46.44	$ 185.76
	4. Technician (Soils)(Logger)24 Hr. Water Level Observations		Hour	2	$ 46.44	$ 92.88
	5. Piezometers		Each			
	6. Vehicle Charge (Support Truck)		Mile	30	$ 1.61	$ 48.30
	7. Mileage (Logger)(Soil Tech)		Mile	60	$ 0.51	$ 30.60
C						
IV	**Engineering Data Analysis / Report**					
	1. Engineering Specialist (Soil Classification)		Hours	1	$ 116.01	$ 116.01
	2. Engineering Specialist (Boring Logs)		Hours	1	$ 116.01	$ 116.01
	3. Moisture Content		Ea.	6	$ 10.30	$ 61.80
	4. Atterberg Limits of Soils		Ea.	3	$ 77.33	$ 231.99
	5. Finer #200 Sieve		Ea.	3	$ 53.85	$ 161.55
	6. Unconfined Compression Testing		Ea.		$ 48.48	$ -
	7. Admin/Clerical/Report Reproduction		Hr.		$ 45.75	$ -
	Project Total					$ 3,881.36

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

September 23, 2013

Commissioner Joseph Palacios
Attn: Ms. Maria "LuLu" Lucio
Hidalgo County, Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, TX. 78539

RE: Work Authorization No. 2 – Sunflower Park Recreational Facility Improvement Project (Lift Station Addition)

Dear Ms. Lucio:

L&G Engineering Laboratory, L.L.C. (L&G), is providing you two (2) signed original work authorization forms for Geotechnical Engineering Services for the referenced projects as per your request. We are attaching the following in duplicate:

- Work Authorization No. 2
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit **Work Authorization No. 2** and look forward to working with **Hidalgo County Pct. 4.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 12-126-10-16
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the preparation of the PS&E for the 10th Street Extension Project from SH 107 to FM 1925.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" – Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" – Scope of Services to be provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $1,187,220.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" – Fee Schedule and Estimated Manhour Breakdown.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. **(to be determined by budget office)**
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)
(req.# will be provided thereafter)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" - Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS:
Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Fee Schedule and Estimated Manhour Breakdown

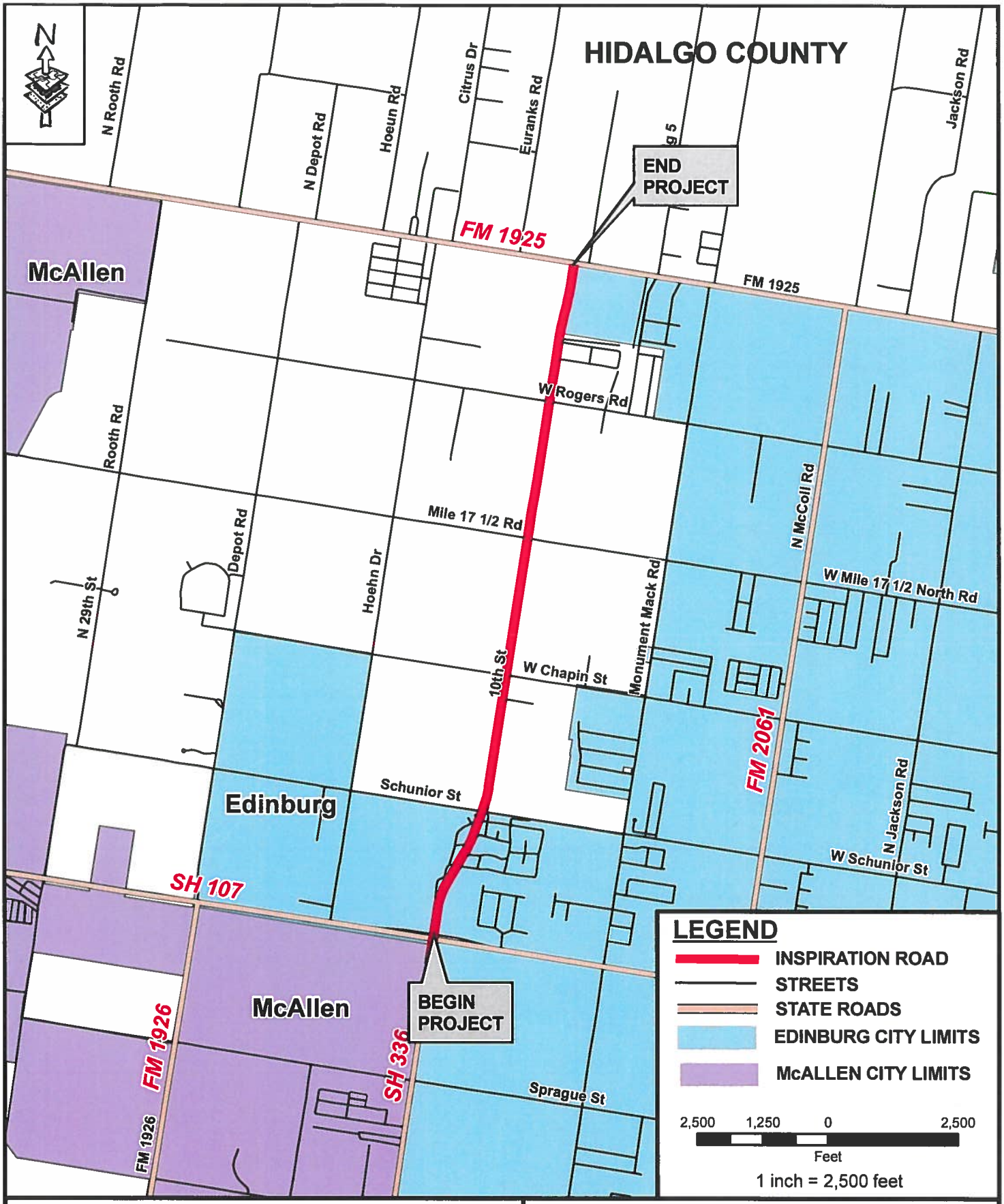


EXHIBIT A
10TH STREET EXTENSION
LOCATION MAP

FROM SH 107 TO FM 1925 (MONTE CRISTO RD)
APPROX. PROJECT LENGTH 2.5 MILES

L&G Engineering
Transportation Consulting Engineers

G:\AMAPS\10TH STREET

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: 10th STREET EXTENSION PROJECT – WA #2
(PS&E & Design Surveys)

LENGTH: 2.5 Miles

HIGHWAY: 10th Street Extension

LIMITS: from SH 107 TO FM 1925

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTE

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		1. Field Surveying
YES	NO	a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
YES	NO	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO	NO	(2) Photogrammetric ground control
NO	NO	(a) Establish horizontal control
NO	NO	(b) Establish vertical control points
NO	NO	(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying (1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

Services Provided By: ENGINEER	COUNTY	
YES	NO	c. Other Field Surveying *(continued)*
		(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
YES	NO	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
YES	NO	(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map. Profile and cross section drain ditch crossings (500-ft beyond the proposed ROW and 20-ft wider than the existing ROW of the ditch both upstream and downstream) @ 100-ft intervals.
YES	NO	(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
YES	NO	(14) Soil core hole staking.

Services Provided By: ENGINEER	COUNTY	
YES	NO	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	NO	(16) Profiles of existing drainage facilities.
YES	NO	(17) Measurement of hydraulic opening under existing bridges.
YES	NO	(18) Obtain elevations of manholes and valves of utilities
		c. Other Field Surveying *(continued)*
YES	NO	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
YES	NO	(20) Ties to existing bridges or culverts that may conflict with new construction.
YES	NO	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	NO	(22) Inventory signs, mailboxes, and driveways
YES	NO	(23) Survey controlled data sheets per TxDOT guidelines.
NO	NO	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
NO	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
NO	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
NO	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
NO	NO	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
YES	NO	b. Typical Sections
YES	NO	c. Design Cross Sections
YES	NO	d. Determine Cut and Fill Quantities
NO	NO	e. Slope Stability Analysis
NO	NO	f. Embankment Foundation Stability Analysis
NO	NO	g. Embankment Settlement Analysis
		5. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	NO	(a) Along center line
NO	NO	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
YES	NO	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
YES	NO	d. Traffic Data for Pavement Design by STATE
YES	NO	e. Basic Design Criteria
YES	NO	f. Life Cycle Cost Analysis(es)
YES	NO	g. Cost Data
YES	NO	h. Pavement Material Properties
YES	NO	i. Rehabilitation Investigations
YES	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	NO	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
YES	NO	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
YES	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
NO	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
NO	NO	c. Pump stations
NO	NO	d. Subsurface drainage at retaining walls
YES	NO	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
NO	NO	g. Detention Pond(s) within the ROW
NO	NO	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
NO	NO	j. Storm Water Management facilities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
YES	NO	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
YES	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4.	Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
YES	NO	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
YES	NO	(a) Confirm power source
YES	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
YES	NO	(c) Adjustment of overhead utility lines
YES	NO	(2) Prepare governing specifications and special provisions list
YES	NO	(3) Prepare project estimate
YES	NO	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
NO	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
NO	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e. Foundation Studies (Show cost estimate with Function Code 110)
NO	NO	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
NO	NO	g. Estimate
NO	NO	h. Summary of Quantities
NO	NO	i. Typical X-section.
NO	NO	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
NO	NO	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
NO	NO	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	NO	a. Erosion Control
NO	NO	b. Landscape Development
YES	NO	5. Compute and Tabulate Quantities
YES	NO	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO	(a) New O.S.B. structure(s)
NO	NO	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO	(2) High Mast Illumination Poles (HMIP)
YES	NO	(3) Traffic Signal Supports
NO	NO	(4) Conventional Illumination Poles
NO	NO	(5) Sound Barrier Walls
NO	NO	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
NO	NO	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
NO	NO	a. Utility Agreements
NO	NO	b. Exhibits for Utility Agreements
NO	NO	c. Railroad Agreements
		d. Railroad Exhibits
NO	NO	(1) Railroad Underpasses
NO	NO	(2) Railroad Overpasses
NO	NO	(3) Railroad Grade Crossing (Replanking)
NO	NO	(4) Railroad Grade Crossing Warning Systems (Signals)
NO	NO	(5) Other Miscellaneous Sketches for Railroads
YES	NO	e. Traffic Signal Agreements
YES	NO	f. Exhibits for Traffic Signal Agreements
YES	NO	9. Estimate
YES	NO	10. Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	
NO	NO	(2) Overpass(es)	
NO	NO	(3) Main Lanes	N/A
NO	NO	(4) Direct Connector(s)	N/A
NO	NO	(5) Ramp Bridge(s)	N/A
YES	NO	(6) Waterway Structure(s)**	1
NO	NO	(7) Pedestrian Structure(s)	N/A
NO	NO	(8) Utility Structure(s)	N/A
NO	NO	(9) Railroad Underpass(es)	N/A
NO	NO	(10) Railroad Overpass(es)	N/A
NO	NO	(11) Bridge Classification Culvert(s)**	N/A
NO	NO	(11) Alternate Structural Designs	N/A
NO	NO	(12) Alternate Foundation Design	N/A
		Total New Structures =	1
		b. Existing Structure(s)	N/A
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
YES	NO	(2) Bridge Replacement	1
NO	NO	(3) Raising Bridge Elevation	N/A
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	N/A N/A
NO	NO	(5) Railroad Overpass(es)	N/A
NO	NO	(6) Railroad Underpass(es)	N/A
		Total Existing Structures =	1

* Contour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By:
ENGINEER COUNTY

YES NO

2. Preparation of Bridge Layouts (each bridge)
   a. Bridge Layouts (PLAN)
      (1) Horizontal curve information or bearing of centerline.
      (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
      (3) Bearing of center line or reference line.
      (4) Skew angle(s).
      (5) Slope for header banks and approach fills.
      (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
      (7) Approach pavement and crown width.
      (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
      (9) Approach slab and curb returns.
      (10) Limits and type of riprap.
      (11) Proposed features under structure.
      (12) Location of profile grade line.
      (13) North arrow.
      (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
      (15) Cross slope and super elevation data.
      (16) Minimum horizontal clearances when applicable.
         (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
      (17) Location of soil core holes (station and offset), shown on layout.
      (18) Bent stations and bearings.
      (19) Retaining wall locations.
      (20) Traffic flow directional arrows.
      (21) Railing types shown.
      (22) Joint types and seal size, if used.
      (23) Beam line numbers consistent with span details.
      (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
      (25) Bearings of utilities.

   b. Bridge Layouts (ELEVATION)
      (1) Type of foundation.
      (2) Finished grade elevations at beginning and end of bridge.
      (3) Overall length of structure.
      (4) Length, type of spans and units.
      (5) Type of railing.
      (6) Minimum calculated vertical clearance(s).
      (7) Existing and proposed ground lines clearly marked.
      (8) Grid elevations and stations.
      (9) Bent numbers encircled.
      (10) Stationing of bridge compatible with grid stations.
      (11) Standard title.
      (12) Profile grade data.
      (13) Type of riprap.
      (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
      (15) Fixed/expansion condition of all bents.
      (16) Column "H" heights.
      (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY		
YES	NO	2.	Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
NO	NO	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
YES	NO	4.	Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
YES	NO	5.	Bridge Total Quantities and Cost Estimates (each bridge)
YES	NO	6.	Bridge Special Provisions and Specifications (each bridge)
YES	NO	7.	Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
YES	NO	8.	General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
YES	NO	Title Sheet
YES	NO	Project Layout
YES	NO	Sequence of Work
YES	NO	Detour Layouts & Profiles
YES	NO	Construction Pavement Markings
YES	NO	Signing & Barricades
YES	NO	Construction Sign & Beacons
YES	NO	Typical Sections
YES	NO	Shaping & Finishing Sections
YES	NO	Slopes Adjacent to Shoulders
YES	NO	Estimate & Quantities
YES	NO	General Notes & Specification Data
YES	NO	Grading Summary
YES	NO	Miscellaneous Summaries (See following "SUMMARIES" heading)
YES	NO	Horizontal Curve Data & Alignment Layouts
YES	NO	Drainage Summaries
YES	NO	Structure Summaries
YES	NO	Erosion Control Summary & Details
YES	NO	Plan/Profile Sheets
YES	NO	Erosion Control Summary & Details
YES	NO	Pavement Contours
NO	NO	Superelevation Transition (If Required)
YES	NO	Grading Contours
YES	NO	Guard Fence Layouts
YES	NO	Storm Water Pollution Prevention Plans (SW3P)
YES	NO	Drainage Area Maps
YES	NO	Hydraulic Data
YES	NO	Drainage Sheets
YES	NO	Bridge Hydrology Sheets
YES	NO	Inlet & Manhole Details
YES	NO	Utility Support Details
YES	NO	Culvert Cross Sections & Details
YES	NO	Special Culvert Designs
YES	NO	Special Drainage Details
YES	NO	Chain Link Fence Locations
NO	NO	Ramp Details Sheet
YES	NO	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
YES	NO	Pavement Details
NO	NO	Pavement Standard Modification for Concrete Shoulder
NO	NO	Concrete Pavement Continuously Reinforced (CPCR)
NO	NO	Concrete Pavement Contraction Design (CPCD)
NO	NO	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
NO	NO	Bridge Approach Slab Details
YES	NO	Vehicle Attenuator Details
YES	NO	Miscellaneous Details
YES	NO	Wheelchair Ramps
YES	NO	Pavement Marking Details
YES	NO	Modified Standards
YES	NO	List of Standards
YES	NO	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
NO	NO	Permanent Lighting Plans, Quantities & Standards
YES	NO	Bridge Layout(s)
YES	NO	Bridge Details
NO	NO	Retaining Wall Layout(s)
NO	NO	Retaining Wall Details
NO	NO	Pumphouse Details
NO	NO	Underdrain Details (Retaining Walls)
YES	NO	Culvert Standards
YES	NO	Soil Profile
YES	NO	Temporary Traffic Signals
YES	NO	Design Cross Sections
YES	NO	Estimate
YES	NO	List of Standard Specification, Special Provisions & Special Specifications
YES	NO	Detour Special Provisions (If Required)
YES	NO	Construction Time Estimate
YES	NO	Critical Path Method (CPM)
YES	NO	Unit Price Documentation

Miscellaneous

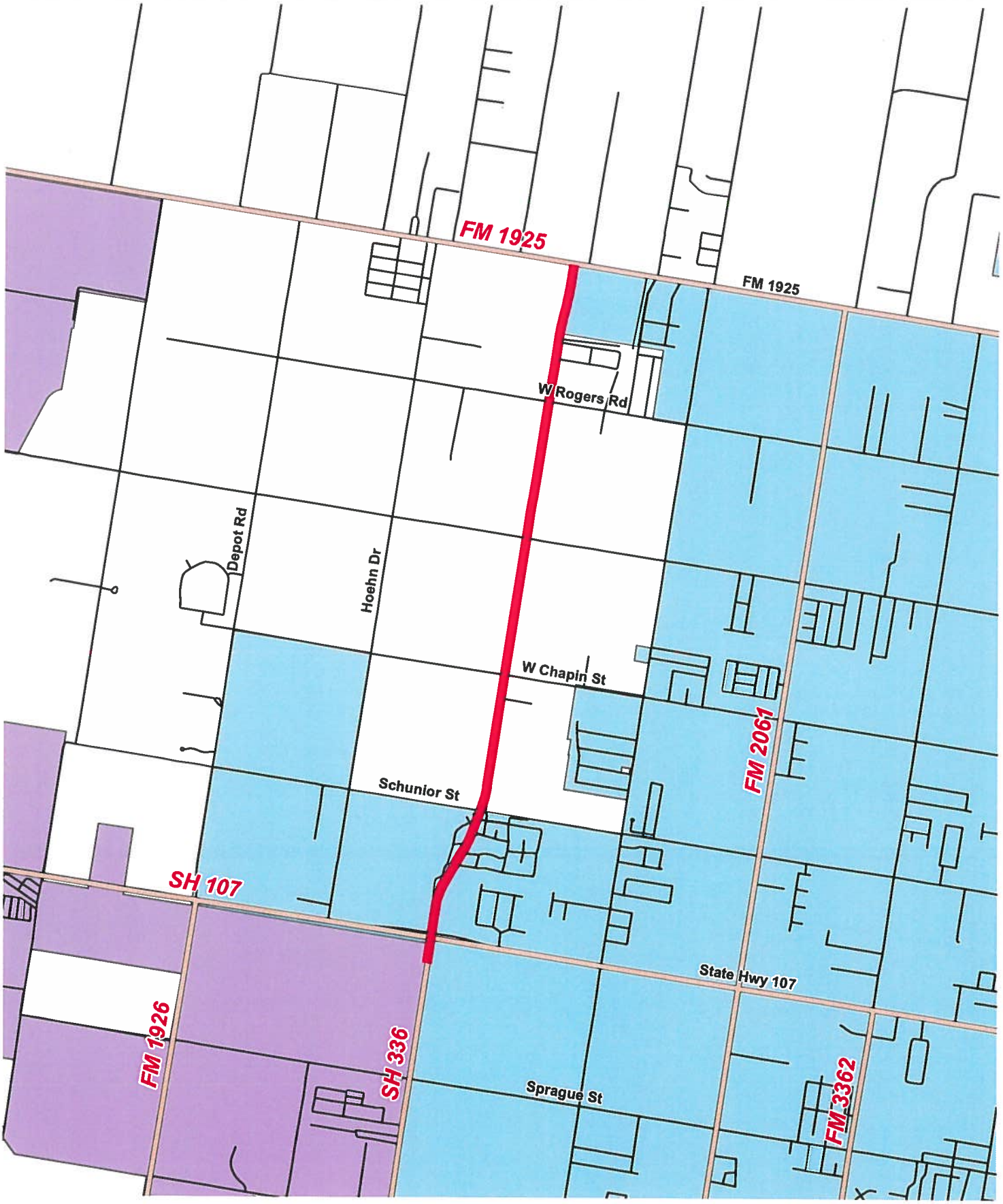
NO	NO	Conduit Requirements
YES	NO	Traffic signal Requirements

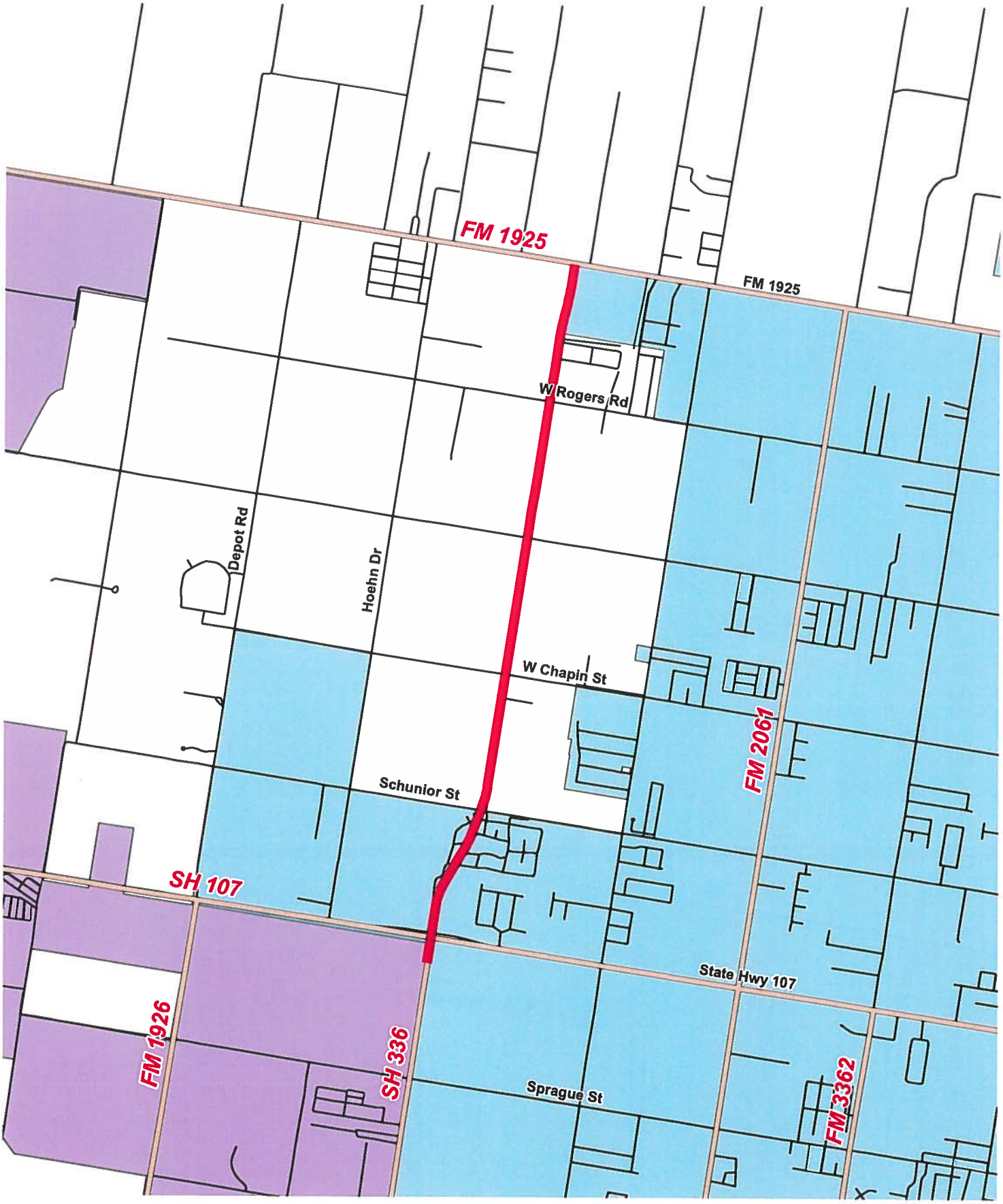
Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

NO	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
NO	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
NO	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

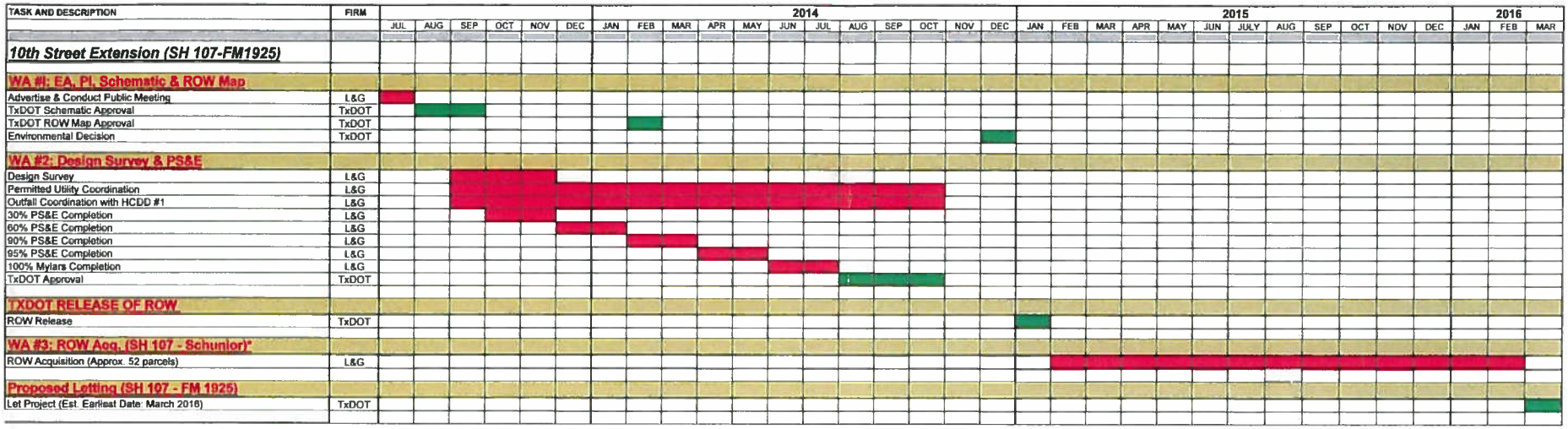
Services Provided By: ENGINEER	COUNTY	**Summaries** — **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer


FM 1925
FM 1925
W Rogers Rd
Depot Rd
Hoehn Dr
W Chapin St
FM 2061
Schunior St
SH 107
State Hwy 107
FM 1926
SH 336
Sprague St
FM 3362


FM 1925
FM 1925
W Rogers Rd
Depot Rd
Hoehn Dr
W Chapin St
FM 2061
Schunior St
SH 107
State Hwy 107
FM 1926
SH 336
Sprague St
FM 3362

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension - WA #2
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles



* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
TXDOT FUNCTION

8:33 AM 3/3/2013

EXHIBIT "D-1" FEE SCHEDULE
10TH ST. EXTENSION PROJECT
ESTIMATED COSTS

ROADWAY PROJECT:	10th St. North Extension PROJECT
LIMITS:	SH 107 to FM 1925
EXISTING ROADWAY SECTION:	40' -- Rural
EXISTING ROW WIDTH:	80 Varies and New Location
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH:	120ft
ESTIMATED CONSTRUCTION COST (Revised 11/27/2012)	$9,687,500.00
LENGTH:	2.5 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1		
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN, ROW MAPPING		
Environmental Assessment with TxDOT		$ 95,024.83
Public Involvement for Environmental Assessment		$ 20,019.67
Archeological and Historical Research		$ 20,022.48
Engineering Technical Support at Public Mtgs with Layouts etc		$ 20,005.84
Schematic		$ 118,815.08
Hydrological Map		$ 30,017.18
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)		$ 20,017.05
ROW Map (ESTIMATED 52 PARCELS)		$ 207,906.22
Relocated Homes/Businesses		$ -
Compensable Utilities Management Oversight (1-person for 10 months) /2 Phase I Work		$ 89,995.75
SUB-TOTAL	$ -	**$ 621,824.10**
WORK AUTHORIZATION NO. 2 (Revised 11/27/2012)		
PHASE II- PS&E		
Field Surveys for Design and Construction		$ 125,001.00
PS&E Development		$ 799,217.00
PS&E Development for Outfall(s)		$ 48,000.00
Signal Design		$ 120,002.00
Permitted Utilities Coordination	$ -	$ 95,000.00
SUB-TOTAL	**$ -**	**$ 1,187,220.00**
WORK AUTHORIZATION NO. 3 (Revised 11/27/2012)		
PHASE II - ROW ACQUISITION		
Right-of-Way Costs - Acq.Services @ (est. 52 Parcels @ $13,500/Parcel Avg.)		$ 702,000.00
Compensable Utilities Management Oversight (1.5-person for 10 months) /2 Phase II Work		$ 135,000.00
Roadway Right-of-Way Costs - (120 ft. for 1/2 mile @ $4.00/sq ft)	$ 960,000.00	$ 240,000.00
COMPENSABLE UTILITY COSTS (UNKOWN $300,000 IS FOR BUDGET PURPOSES)	$ 240,000.00	$ 60,000.00
SUB-TOTAL	**$ 1,200,000.00**	**$ 1,137,000.00**
WORK AUTHORIZATION NO. 4 (Revised 11/27/2012)		
PHASE III- CONSTRUCTION OVERSIGHT		
ROADWAY CONSTRUCTION COST	$ 8,167,500.00	$ 82,500.00
Construction Inspection & Testing (11.5%)	$ 1,002,656.25	$ 111,406.25
L&G Construction Management (24 Months)		$ 192,000.00
SUB-TOTAL	**$ 9,170,156.25**	**$ 385,906.25**
GRAND TOTAL	**$10,370,156.25**	**$ 3,331,950.35**

Work Authorization No. 1 Phase I	FY 12	$ 621,824.10	ISSUED
Work Authorization No. 2 Phase II	FY 13	$ 1,187,220.00	NOT ISSUED
Work Authorization No. 3 Phase III	FY 14	$ 837,000.00	NOT ISSUED
Work Authorization No. 4 Phase IV	FY 15	$ 303,406.25	NOT ISSUED

State Estimated Cost

Local Estimated Cost

TOTAL ESTIMATED COUNTY COST:		**$**	**3,331,950.35** 24.32%
TOTAL ESTIMATED PROJECT COST:		**$**	**13,702,106.60**
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS		**$**	**382,500.00**

9/4/2013

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

10TH STREET EXTENSION PROJECT

		MANHOURS											
		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Engineer Tech	CADD Operator	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE		205.89	171.57	122.96	108.66	74.35	71.49	68.63	60.05	51.47			
WORK AUTHORIZATION NO. 2													
PHASE II - PS&E													
1	Field Surveys for Design and Construction	20	32	40	53	21	22	22	21		231	$ 98,811.00	$ 26,190.00
2	PS&E Development	350	670	910	1080	1519	1121	1241	1538	240	8669		$ 799,217.00
3	PS&E Development for Outfall(s)	24	52	62	80	67	53	62	61	22	483		$ 48,000.00
4	Signal Design	38	57	81	123	80	70	50	40	39	578	$ 60,281.00	$ 59,721.00
5	Permitted Utilities Coordination	0	100	100	0	0	806	0	96	42	1144		$ 95,000.00
SUB-TOTAL		**432**	**911**	**1193**	**1336**	**1687**	**2072**	**1375**	**1756**	**343**	**11105**	**$ 159,092.00**	**$ 1,028,128.00**

Subtotal Manhour Fee with Sub-Consultant Costs:	$ 1,187,220.00
Total Project Fee:	$ 1,187,220.00

Exhibit D-1
Fee Schedule

	A	B	C	D	E	F	G	H	I	J
1	Highway: 10th St. Extension Project					R.O.W. Surveying Services, LLC				
2	County: Hidalgo County, Texas									
3	From: SH 107 to FM 1924									
4	Description of Work: Design Survey									
5										
6	TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man	Admin/	Total	Cost
7		PM	RPLS	Technician	Survey Crew	Survey Crew	Survey Crew	Clerical	Hours	
8	HOURLY RATE	$124.00	$125.00	$82.00	$175.00	$155.00	$130.00	$50.00		
9	PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)									
10	A. Primary Project Control									
11	a. Establish Primary Control	4	0	8	0	30	0	0	42	$ 5,802.00
12	B. Secondary Project Control							0		
13	a. Set additional secondary control points as needed	4	3	6	0	20	0	0	33	$ 4,463.00
14	b. Horizontal values established with RTK or VRS	0	2	4	0	0	10	0	16	$ 1,878.00
15	c. Vertical values established with digtal level	2	4	8	0	0	24	0	38	$ 4,524.00
16	C. Setting Benchmarks									
17	a. Setting Benchmarks @ 1000'(ft) intervals	2	0	0	0	30	0	0	32	$ 4,898.00
18	Subtotal Hours	12	9	26	0	80	34	0	161	
19	Subtotal Cost - Phase 1	$1,488.00	$1,125.00	$2,132.00	$0.00	$12,400.00	$4,420.00	$0.00		$21,565.00
20	PHASE 2 - DTM Topography and Cross sections									
21	A. Topographic & Crossections	8	0	35	0	80	0	0	123	$ 16,262.00
22	B. Locate Visible Utilities	8	0	8	0	16	0	0	32	$ 4,128.00
23	C. Utilities	6	0	10	0	20	0	0	36	$ 4,664.00
24	D. Paint Proposed Centerline on Existing Pavement	2	0	6	0	16	0	0	24	$ 3,220.00
25	E. Profile and Cross section Intersecting Streets	2	0	8	0	24	0	0	34	$ 4,624.00
26	F. Irrigation Crossings	4	0	8	0	16	0	0	28	$ 3,632.00
27	G. Existing Storm Drain	2	0	4	0	8	0	0	14	$ 1,816.00
28	C. Cross Culverts, Driveway Culverts, Inverts	2	0	8	0	16	0	0	26	$ 3,384.00
29	I. Outfalls	4	0	8	0	16	0	0	28	$ 3,632.00
30	J. Driveways and Turnouts	1	0	6	0	12	0	0	19	$ 2,476.00
31	K. Bridge Widening Detail	2	0	8	0	16	0	0	26	$ 3,384.00
32	Subtotal Hours	41	0	109	0	240	0	0	390	
33	Subtotal Cost - Phase 2	$5,084.00	$0.00	$8,938.00	$0.00	$37,200.00	$0.00	$0.00		$ 51,222.00
34	PHASE 3 - FINAL REPORT & DELIVERABLES									
35	A. CADD file (2D & 3D) for limits of project	40	0	20	0	0	0	4	64	$ 6,800.00
36	B. Final Report and Deliverables	40	0	0	0	0	0	8	48	$ 5,360.00
37	Subtotal Hours	80	0	20	0	0	0	12	112	
38	Subtotal Cost - Phase 3	$9,920.00	$0.00	$1,640.00	$0.00	$0.00	$0.00	$600.00		$ 12,160.00
39	PROJECT MANAGEMENT & OVERSIGHT									
40	A. Meeting & Coordination w/ Engineers	83		0	0	0	0	2	85	$ 10,392.00
41	B. QC/QA Survey	28	0	0	0	0	0	0	28	$ 3,472.00
42	Subtotal Hours	111	0	0	0	0	0	2	113	
43	Subtotal Cost - PM & Oversight	$13,764.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00		$ 13,864.00
44										
45										
46	Total Fee FC 150	$30,256.00	$1,125.00	$12,710.00	$0.00	$49,600.00	$4,420.00	$700.00	776	$98,811.00
47										

Exhibit D1 - Fee Schedule

10TH STREET AT SH 107 AND AT FM 1925

Ergonomic Transportation Solutions, Inc.

PERMANENT AND TEMPORARY TRAFFIC SIGNAL DESIGN ALONG 10TH STREET			MANHOURS					
			No. of sheets (estimated)	Project Manager	Senior Transp. Engineer	CADD Designer	Administrative Assistant	Total
TASK								
	1	General Notes	n/a		2		2	4
	2	Basis of Estimate	1	2	8	8		18
	3	Condition Diagram	2	4	8	16		28
	4	Proposed Signal Plan Layout	2	8	48	48		104
	5	Signal Phasing/Timing	n/a	4	4			8
	6	Electrical Schedules	2	4	16	12		32
	7	Int..Signs, Pav.Markings, Curb Ramps	n/a	2	8	8		18
	8	Standard Sheets List	1		4			4
	9	Specifications and Cost Estimate	1	4	8	4		16
	10	Coordination and Meetings	n/a	8				8
	11	TEMPORARY TRAFFIC SIGNALS	2	8	24	32		64
		Subtotal	**11**	**44**	**130**	**128**	**2**	**304**

Total Sheets/Labor Hours	**11**	**44**	**130**	**128**	**2**	**304**
Contract Rates		$ 55.50	$ 38.00	$ 22.00	$ 18.00	
Direct Salary Cost		$ 2,442.00	$ 4,940.00	$ 2,816.00	$ 36.00	$ 10,234.00
Overhead Multiplier	165.260%	$ 4,035.65	$ 8,163.84	$ 4,653.72	$ 59.49	$ 16,912.71
Fixed Fee	12.50%	$ 809.71	$ 1,637.98	$ 933.72	$ 11.94	$ 3,393.34
Total Labor Costs		**$ 7,287.36**	**$ 14,741.82**	**$ 8,403.44**	**$ 107.43**	**$ 30,540.05**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES		
Printing Reproduction	$ 60.00	
Travel	$ 450.00	
Deliveries	$ 74.95	
Total Expenses		**$ 584.95**

ETSI Total Cost **$ 31,125.00**

Exhibit D1 - Fee Schedule

10TH STREET FROM SH 107 TO AT FM 1925

Ergonomic Transportation Solutions, Inc.

TRAFFIC SIGNAL WARRANT STUDIES ALONG 10TH STREET				MANHOURS				
				Project Manager	Traffic Engineer	CADD/ Designer	Administrative Assistant	Total
TASK								
	1	Conduct Field Investigations, Collect Field Data (including photos)			8	8		16
	2	Assess Collected Data			10	16		26
	3	Request Accident Data & Conduct Accident Analysis			20			20
	4	Prepare Collision Diagram				30		30
	5	Prepare Intersection Exhibits			10	40		50
	6	Conduct Warrant Analysis & Prepare Forms (including graphs & tables)		4	40			44
	7	Prepare Photo Album				16		16
	8	Make recommendations		2	10			12
	9	Prepare Warrant Report		4	40		12	56
		Subtotal		**10**	**138**	**110**	**12**	**270**

Total Sheets/Labor Hours		**10**	**138**	**110**	**12**	**270**
Contract Rates		$ 55.50	$ 27.00	$ 22.00	$ 18.00	
Direct Salary Cost		$ 555.00	$ 3,726.00	$ 2,420.00	$ 216.00	$ 6,917.00
Overhead Multiplier	165.260%	$ 917.19	$ 6,157.59	$ 3,999.29	$ 356.96	$ 11,431.03
Fixed Fee	12.50%	$ 184.02	$ 1,235.45	$ 802.41	$ 71.62	$ 2,293.50
Total Labor Costs		**$ 1,656.22**	**$ 11,119.04**	**$ 7,221.70**	**$ 644.58**	**$ 20,641.54**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES

Printing Reproduction	$	45.00
Travel	$	450.00
Delivery	$	19.46
Collect 12 hr Counts for each approach	$	8,000.00
Total Expenses	**$**	**8,514.46**

ETSI Total Cost **$ 29,156.00**

L&G Engineering
Transportation Consultants

August 29, 2013

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78541

RE: Subcontracting Notice for 10th Street Improvements Project
Limits: from SH 107 to FM 1925

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the 10th Street (from SH 107 to FM 1925) project for Surveying Services.

Subcontractor:
Surveying Services:
Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Road, Ste. 11
Mission, Texas 78572
(956) 451-2670

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI-40989 **Purchasing Department 10. B.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following with 2GS, Inc. for the McColl Road project, as submitted and recommended by project engineer, Raul Sesin, contract # C-13-127-05-21:

1. Application for Final Payment in the amount of $384,006.36;

2. Application for Retainage in the amount of $20,531.45 3. Certificate of Construction Completion reflecting the date of August 30, 2013.

BACKGROUND

Signed Document will be attached on Monday 9/30/2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-087-0-841

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

BUDGETARY IMPACT:

Funding Available through PO# 694656 in the amount of $384,006.36

FISCAL YEAR: 2013 ACCT. #: 3-1200-206-00-122-029-0-000

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

BUDGETARY IMPACT:

Account currently reflects a balance $676.80, however, after application for payment #2 is processed the retainage account will reflect a balance of $20,531.45.

Attachments

Application for Payment # 2 (Final Pymt)

Application for Payment # 3 (Ret Release)

Certificate of Construction

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/27/2013 04:37 PM
Budget & Management	Obdett Calzada	09/27/2013 04:45 PM
Olga Garza	Olga Garza	09/27/2013 05:18 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Carlos Jasso Started On: 09/27/2013 09:11 AM

Final Approval Date: 09/27/2013

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: HIDALGO COUNTY PRECINCT NO.2 (OWNER)
From: 2GS, LLC, P.O. Box 595, Peñitas, Texas 78576 (CONTRACTOR)
Contract:

Project: MCCOLL ROAD OVERLAY & CURB & GUTTER IMPROVEMENTS

Owner's Contract No. C-13-139-05-21 Engineer's Project No.
For Work accomplished through the date of: September 1, 2013

1. Original Contract Price:		$ 408,758.00
2. Net change by Change Orders and Written Agreements(+):		$ 1,871.01
3. Current Contract Price (1 plus 2):		$ 410,629.01
4. Total completed and stored to date:		$ 410,629.01
5. Retainage (per Agreement):		
5% of completed Work:	$20,531.45	
of stored material		
Total Retainage:		$ 20,531.45
6. Total completed and stored to date less retainage (4 minus 5)		$ 390,097.56
7. Less previous Application for Payments:		$ 6,091.20
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 384,006.36

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Reports**

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 1 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 9/17/13

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 17th day of September.

Jose L. Saenz

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public
My Commission expires: Nov. 12, 2015

2GS, LLC
(CONTRACTOR)
By:
Humberto Garcia Jr.
Manager
P.O. Box 595
Peñitas, Texas 78576

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Date 09/18/13

Raul Sesin, P.E., Hidalgo County Planning
(ENGINEER)
By:
Raul Sesin, P.E.
Exhibit E-C

INVOICE RECEIVED BY: ON 9/30/13
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 9/18/13

PO #
__-1200-431-00-122-___-0-____
Req #

Estimate Quantity Update Worksheet

Colonia: **McColl Road Overlay & Curb and Gutter Improvements**
Roadway: McColl Road
Control:
Project No: **C-13-139-05-21**
County: Hidalgo County
Est. No: 2 (FINAL)

Contractor: **2GS, LLC**
Contract Price: $408,758.00
Work Done to date.: $410,629.01
% Complete: 100.00%

Date Contract Began: 7/18/13
Contract Time: 120
Time Charged: 45
% Time Used: 37.50%

Work Type: Paving Improvements
Limits: McColl Road
From: Dicker Road
To: Anaya Road

						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)
	PAVING													
1	Remove and Replace 24" Curb and Gutter	LF	368	$ 8.50	$3,128.00	368	368	$3,128.00		368.00	$0.00		368.00	0.00
2	Inlet Storm Water Protection	EA	27	$ 40.00	$1,080.00	25	25	$1,000.00		25	$0.00		25	0.00
3	Traffic Control	LS	1	$ 8,000.00	$8,000.00	0.33	0.33	$2,640.00	0.67	1	$5,360.00		1	0.00
4	Plane ASPH CONC Pav (0 - 1 1/2")	SY	14,200	$ 2.00	$28,400.00		0	$0.00	14,200	14200	$28,400.00		14200	0.00
5	1 1/2" D-GR HMA (QCQA) TY-D SAC A PG76-22	SY	37,250	$ 9.40	$350,150.00		0	$0.00	37,250	37250	$350,150.00		37250	0.00
6	Permanent Pavement markings including but not limited to thermoplastic 8" white solid lines, 4" white broken lines, 4" yellow solid and broken lines, 24" white stop line, white arrow, white word, Type I-C and Type II-AA Raised Pavement markers	LS	1	$ 18,000.00	$18,000.00		0	$0.00	1	1	$18,000.00		1	0.00
	CHANGE ORDER NO.1													
1	Remove and Replace 24" Curb and Gutter	LF	229.53	$ 8.50	$1,951.01				229.53	229.53	$1,951.01		229.53	
2	**CHANGE ORDER NO.2**													
	Inlet Storm Water Protection	EA	-2	$ 40.00	($80.00)									

Monthly Totals:	$6,768.00	$403,861.01	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
PAVING	$6,768.00	$401,910.00	0.00
CHANGE ORDER NO.1	$0.00	$1,951.01	0.00
CHANGE ORDER NO.2			

Total to Date:

PAVING	$408,678.00
CHANGE ORDER NO.1	$1,951.01
CHANGE ORDER NO.2	$0.00
Total	$410,629.01

Prepared and Checked By:

Signature:
Printed Name: Humberto Garcia Jr

Date: 9/17/13

2GS, LLC	Contractor Name
7/18/13	Contract Starting Date
11/15/13	Project Ending Date
McColl Road Overlay & Curb and Gutter Improvements	Engineer's / County Project Description

Application No.: 2 (FINAL)
Application Date: 9/3/13
Period To: 7/22/13 to 9/01/13
Engineer's / County Project No.: C-13-139-05-21

						Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																			
1	100	Remove and Replace 24" Curb and Gutter	LF	$ 8.50	368	3,128.00	$ -	0.00	-	368	368	3,128.00	0	368.00	-	0	368.00	-	3,128.00	0	0.00
2	247	Inlet Storm Water Protection	EA	$ 40.00	27	1,080.00	$ -	0.0	-	25	25	1,000.00	0	0	-	0	25	-	1,000.00	2	80.00
3	251	Traffic Control	LS	$ 8,000.00	1	8,000.00	$ -	0.0	-	0.33	0.33	2,640.00	0.67	1	5,360.00	0	1	-	8,000.00	0	0.00
4	310	Plane ASPH CONC Pav (0 - 1 1/2")	SY	$ 2.00	14,200	28,400.00	$ -	0.0	-	0	0	-	14200	14,200	28,400.00	0	14,200	-	28,400.00	0	0.00
5	340	1 1/2" D-GR HMA (QCQA) TY-D SAC A PG76-22	SY	$ 9.40	37,250	350,150.00	$ -	0.0	-	0	0	-	37250	37,250	350,150.00	0	37,250	-	350,150.00	0	0.00
6	502	Permanent Pavement markings including but not limited to thermoplastic 8" white solid lines, 4" white broken lines, 4" yellow solid and broken lines, 24" white stop line, white arrow, white word, Type I-C and Type II-AA Raised Pavement markers	LS	$ 18,000.00	1	18,000.00	$ -	0.0	-	0	0	-	1	1	18,000.00	0	1	-	18,000.00	0	0.00
		Total Roadway				408,758.00			-			6,768.00			401,910.00			-	408,678.00		80.00
		CHANGE ORDER NO.1																			
1		Remove and Replace 24" Curb and Gutter	LF				$ 8.50	229.53	1,951.01			-	229.53	229.53	1,951.01		229.53	-	1,951.01	0	0.00
2		CHANGE ORDER NO.2																			
		Inlet Storm Water Protection	EA				$ 40.00	(2.0)	($80.00)				0	0	$0.00						($80.00)
		Total Change Order No.1 & No.2							1,871.01			-			1,951.01			-	1,951.01		
		TOTAL AMOUNTS:				408,758.00			-			6,768.00			403,861.01			-	410,629.01		$0.00

Humberto Garcia Jr.
Print Name

Signature

9/17/13
Date

Exhibit E-D

APPLICATION FOR PAYMENT NO. 3 (RETAINAGE RELEASE)

To: **HIDALGO COUNTY PRECINCT NO.2** (OWNER)
From: **2GS, LLC, P.O. Box 595, Peñitas, Texas 78576** (CONTRACTOR)
Contract:

Project: **MCCOLL ROAD OVERLAY & CURB & GUTTER IMPROVEMENTS**

Owner's Contract No. **C-13-139-05-21** Engineer's Project No.
For Work accomplished through the date of: **September 1, 2013**

1. Original Contract Price:		$ 408,758.00
2. Net change by Change Orders and Written Agreements(+):		$ 1,871.01
3. Current Contract Price (1 plus 2):		$ 410,629.01
4. Total completed and stored to date:		$ 410,629.01
5. Retainage (per Agreement):		
5% of completed Work:	$0.00	
of stored material		
Total Retainage:		$ -
6. Total completed and stored to date less retainage (4 minus 5)		$ 410,629.01
7. Less previous Application for Payments:		$ 390,097.56
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 20,531.45

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Reports**

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 9/09/13

2GS, LLC
(CONTRACTOR)

By: _____
Humberto Garcia Jr.
Manager
P.O. Box 595
Peñitas, Texas 78576

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 19th day of September, 2013.

JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public
My Commission expires: Nov. 12, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 9/20/13

Raul Sesin, P.E., Hidalgo County Planning
(ENGINEER)

By: _____ PE
Raul Sesin, P.E.
Exhibit E-C

INVOICE RECEIVED BY: _____ ON 9/24/13
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 9/20/13

Estimate Quantity Update Worksheet

Colonia: **McColl Road Overlay & Curb and Gutter Improvements**
Roadway: McColl Road
Control:
Project No: **C-13-139-05-21**
County: Hidalgo County
Est. No: 3 (RETAINAGE RELEASE)

Contractor: **2GS, LLC**
Contract Price: $408,758.00
Work Done to date.: $410,629.01
% Complete: 100.00%

Date Contract Began: 7/18/13
Contract Time: 120
Time Charged: 45
% Time Used: 37.50%

Work Type: Paving Improvements
Limits: McColl Road
From: Dicker Road
To: Anaya Road

						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)
	PAVING													
1	Remove and Replace 24" Curb and Gutter	LF	368	$ 8.50	$3,128.00	368	368	$3,128.00		368.00	$0.00		368.00	0.00
2	Inlet Storm Water Protection	EA	27	$ 40.00	$1,080.00	25	25	$1,000.00		25	$0.00		25	0.00
3	Traffic Control	LS	1	$ 8,000.00	$8,000.00	0.33	0.33	$2,640.00	0.67	1	$5,360.00		1	0.00
4	Plane ASPH CONC Pav (0 - 1 1/2")	SY	14,200	$ 2.00	$28,400.00		0	$0.00	14,200	14200	$28,400.00		14200	0.00
5	1 1/2" D-GR HMA (QCQA) TY-D SAC A PG76-22	SY	37,250	$ 9.40	$350,150.00		0	$0.00	37,250	37250	$350,150.00		37250	0.00
6	Permanent Pavement markings including but not limited to thermoplastic 8" white solid lines, 4" white broken lines, 4" yellow solid and broken lines, 24" white stop line, white arrow, white word, Type I-C and Type II-AA Raised Pavement markers	LS	1	$ 18,000.00	$18,000.00		0	$0.00	1	1	$18,000.00		1	0.00
	CHANGE ORDER NO.1													
1	Remove and Replace 24" Curb and Gutter	LF	229.53	$ 8.50	$1,951.01				229.53	229.53	$1,951.01		229.53	
2	**CHANGE ORDER NO.2**													
	Inlet Storm Water Protection	EA	-2	$ 40.00	($80.00)									

Monthly Totals:	$6,768.00	$403,861.01	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
PAVING	$6,768.00	$401,910.00	0.00
CHANGE ORDER NO.1	$0.00	$1,951.01	0.00
CHANGE ORDER NO.2			

Total to Date:

PAVING	$408,678.00
CHANGE ORDER NO.1	$1,951.01
CHANGE ORDER NO.2	$0.00
Total	$410,629.01

Prepared and Checked By:

Signature:
Printed Name: Humberto Garcia Jr.

Date: 9/9/13

2GS, LLC	Contractor Name
7/18/13	Contract Starting Date
11/15/13	Project Ending Date
McColl Road Overlay & Curb and Gutter Improvements	Engineer's / County Project Description

Application No.:	3 (RETAINAGE RELEASE)
Application Date:	9/18/13
Period To:	7/22/13 to 9/01/13
Engineer's / County Project No.:	C-13-139-05-21

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																			
1	100	Remove and Replace 24" Curb and Gutter	LF	$ 8.50	368	3,128.00	$ -	0.00	-	368	368	3,128.00	0	368.00	-	0	368.00	-	3,128.00	0	0.00
2	247	Inlet Storm Water Protection	EA	$ 40.00	27	1,080.00	$ -	0.0	-	25	25	1,000.00	0	0	-	0	25	-	1,000.00	2	80.00
3	251	Traffic Control	LS	$ 8,000.00	1	8,000.00	$ -	0.0	-	0.33	0.33	2,640.00	0.67	1	5,360.00	0	1	-	8,000.00	0	0.00
4	310	Plane ASPH CONC Pav (0 - 1 1/2")	SY	$ 2.00	14,200	28,400.00	$ -	0.0	-	0	0	-	14200	14,200	28,400.00	0	14,200	-	28,400.00	0	0.00
5	340	1 1/2" D-GR HMA (QCQA) TY-D SAC A PG76-22	SY	$ 9.40	37,250	350,150.00	$ -	0.0	-	0	0	-	37250	37,250	350,150.00	0	37,250	-	350,150.00	0	0.00
6	502	Permanent Pavement markings including but not limited to thermoplastic 8" white solid lines, 4" white broken lines, 4" yellow solid and broken lines, 24" white stop line, white arrow, white word, Type I-C and Type II-AA Raised Pavement markers	LS	$ 18,000.00	1	18,000.00	$ -	0.0	-	0	0	-	1	1	18,000.00	0	1	-	18,000.00	0	0.00
		Total Roadway				**408,758.00**			-			**6,768.00**			**401,910.00**			-	**408,678.00**		**80.00**
		CHANGE ORDER NO.1																			
1		Remove and Replace 24" Curb and Gutter	LF				$ 8.50	229.53	1,951.01			-	229.53	229.53	1,951.01		229.53	-	1,951.01	0	0.00
2		CHANGE ORDER NO.2																			
		Inlet Storm Water Protection	EA				$ 40.00	(2.0)	($80.00)				0	0	$0.00						(80.00)
		Total Change Order No.1 & No.2							**1,871.01**			**-**			**1,951.01**			-	**1,951.01**		
		TOTAL AMOUNTS:				**408,758.00**			-			**6,768.00**			**403,861.01**			-	**410,629.01**		**$0.00**

Humberto Garcia Jr.
Print Name

Signature

9/19/13
Date

Exhibit E-D

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 30th DAY OF August 2013 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: May 21, 2013
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: 2GS, LLC
OF THE CITY OF Peñitas STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF McColl Road Overlay & Curb and Gutter Improvements

CONTRACT NO: C-13-139-05-21
Located in or near the City/Precinct Of Hidalgo County Pct. #2

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:
   NONE
2. That the sum of $0.00, 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	$ 408,758.00
Present Amount of Contract	$ 410,629.01
Total Amount of earned to Date	$ 410,629.01
Less: previous payments	$ 390,097.56
Balance	$ 20,531.45
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 20,531.45

Exhibit E-L

6. That the final payment in the amount of twenty thousand five hundred thirty-one dollars and forty-five cents is now due and payable.

PE

Engineer's Signature

CONCURRED BY:

2GS, LLC

Contractor's Name

By:

Title: Manager

CONCURRED BY:

City/Precinct

By:

Title:

Exhibit E-L

AI-40983 **Purchasing Department 10. C.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Comm. Joe Flores, Pct. #3 Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 (estimated cost of $1,341,800.00) for the provision of engineering services required by Pct #3 consisting of: Engineering Services required for the preparation of the PS&E, ROW Mapping and Surveying for the Tom Gill/Liberty Roads project from Mile 3 to FM 2221, with L&G Engineering under contract No. C-12-246-10-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1303-431-00-123-100-0-7XX

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

BUDGETARY IMPACT:

Funding pending CC approval of AI# 41009 Appropriation in the amount of $ 1,341,800.00

Attachments

Work Authorization No. 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/27/2013 04:34 PM
Budget & Management	Obdett Calzada	09/27/2013 04:44 PM
Manuel Chapa	Obdett Calzada	09/27/2013 04:48 PM
Glinda Pacheco	Glinda Pacheco	09/27/2013 05:10 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Monica Badillo Started On: 09/26/2013

Final Approval Date: 09/27/2013

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-246-10-16
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L&G Consulting Engineers, Inc. *d/b/a* L&G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the preparation for the PS&E, ROW Mapping and Surveying for the Tom Gill / Liberty Road project from Mile 3 to FM 2221.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $1,341,800.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" - Fee Schedule.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

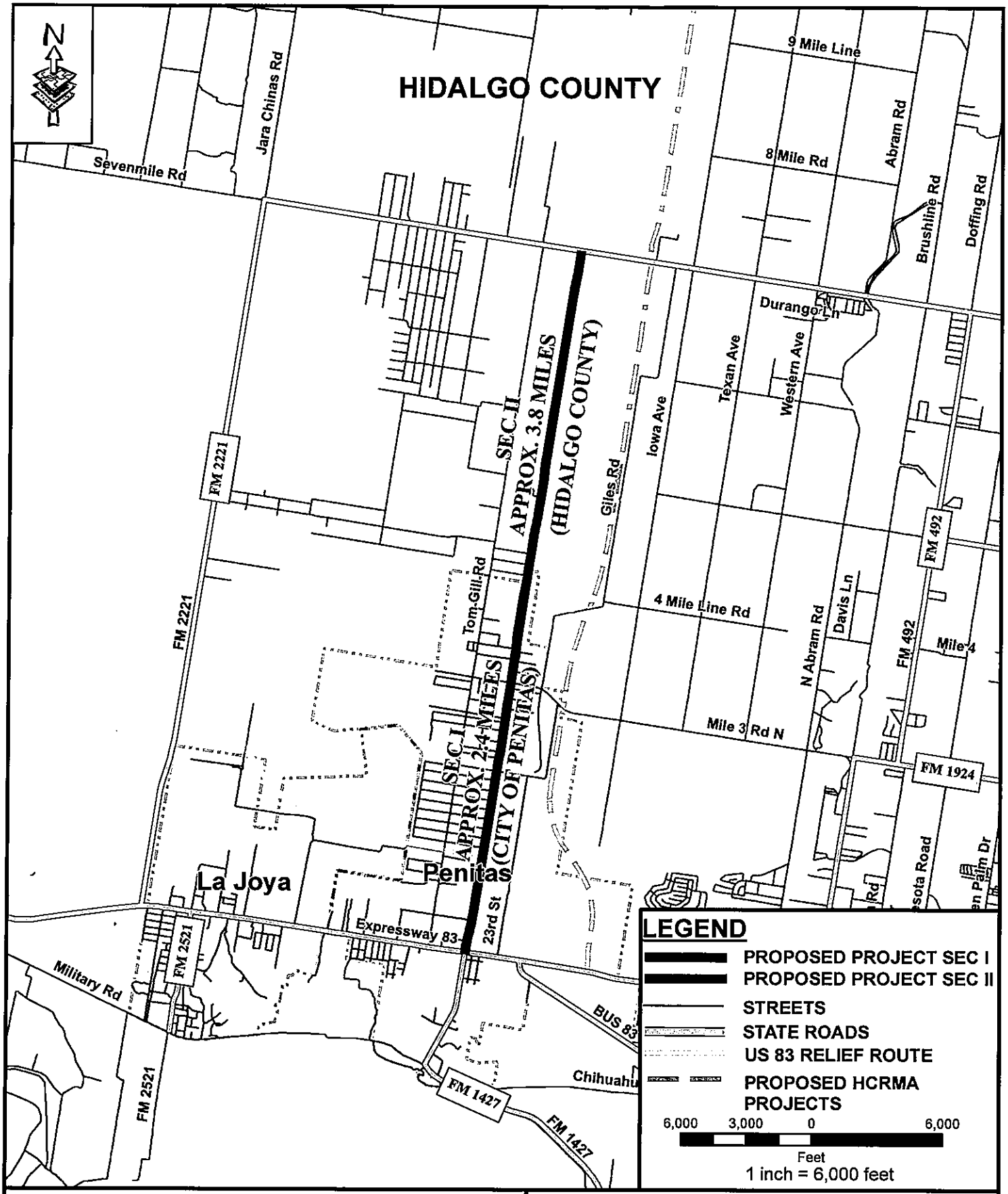
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule and Estimated Manhour Breakdown



TOM GILL ROAD/LIBERTY BLVD
LOCATION MAP
FROM EXPRESSWAY 83 TO FM 2221
APPROX. PROJECT LENGTH 6.2 MILES

L&G Engineering
Transportation Consulting Engineers

G:\AMAPS\TOM GILL ROAD\2013 maps\TOM GILL RD-LIBERTY BLVD ROAD LOCATION 3-6-13.mxd

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. The COUNTY will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The COUNTY will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The COUNTY will provide the ENGINEER with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the ENGINEER to maintain an agreed upon project schedule.

4. The COUNTY will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Surveys, PS&E Design, Permitted Utility Coordination and Right-of-Way Mapping for the TOM GILL / LIBERTY /ROAD PROJECT

LENGTH: 3.8. MILES

HIGHWAY: TOM GILL / LIBERTY ROAD PROJECT

LIMITS: from MILE 3 NORTH TO FM 2221

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- _X_ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections
N/A	N/A	4.	Develop Roadway Design Criteria
N/A	N/A	5.	Preliminary Cost Estimates
N/A	N/A	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
N/A	N/A	7.	Preliminary Right-of-Way Requirements
N/A	N/A	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
N/A	N/A		a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-3 for requirements)

COMPLETED
WORK AUTHORIZATION NO. 1

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
N/A	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
N/A	N/A	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
N/A	N/A	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
N/A	N/A	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
N/A	N/A	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
N/A	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
N/A	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
N/A	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

WORK AUTHORIZATION NO. 4

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
N/A	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
N/A	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
N/A	N/A	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
N/A	N/A	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
N/A	N/A	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

NOT COMPLETED/NOT AUTHORIZATION

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

YES N/A

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

YES N/A

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By:
SURVEYOR COUNTY

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

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3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By: SURVEYOR	COUNTY		
		3.3. Exhibits:	An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.
YES	N/A	3.3.1.	Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES N/A 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	N/A	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
N/A	N/A	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
YES	N/A	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	N/A	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
YES	NO	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	N/A	4.6. Records used to establish ownership.
YES	N/A	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
YES	N/A	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	N/A	4.9. Items indicated under the Automation Requirements Section 6.
YES	N/A	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

Services
Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

Services Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130: (AS REQUIRED)

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
ENGINEER COUNTY

B. DESIGN AND CONSTRUCTION SURVEYS:

1. PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

2. DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

3. WORK TO BE PERFORMED:

3.1. Design Surveys:

In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

YES N/A 3.1.1. Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.

YES N/A 3.1.2. Locate all existing utilities, overhead and underground.
Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down.
Vertically – The ENGINEER shall identify all utilities that are potential conflicts and that need to be tied vertically and coordinate the exposure. The ENGINEER will advise the SURVEYOR in writing of the needed vertical ties and he will provide the required information to the ENGINEER promptly.

YES N/A 3.1.3. Locate topographical features and existing improvements.

N/A N/A 3.1.4. Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES N/A 3.1.5. Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

YES N/A 3.1.6. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

Services Provided By: ENGINEER	COUNTY		
YES	N/A	3.1.7.	Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.
YES	N/A	3.1.8.	Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
YES	N/A	3.1.9.	Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	N/A	3.1.10.	Inventory signs, mailboxes, and large trees within the proposed ROW.
N/A	N/A	3.1.11.	Locate wetlands.
YES	N/A	3.1.12.	Establish additional control points.
YES	N/A	3.1.13.	Locate existing right-of-ways.
YES	N/A	3.1.14.	Review right-of-way maps.
N/A	N/A	3.1.15.	Locate boreholes.
N/A	N/A	3.1.16.	Perform hydrographic surveys.
YES	N/A	3.1.17.	Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set.

3.2. Construction Surveys:

In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:

YES	N/A	3.2.1.	Stake existing and/or proposed right-of-ways.
YES	N/A	3.2.2.	Stake existing and/or proposed baseline/centerline.
N/A	N/A	3.2.3.	Stake proposed bridge structures.
N/A	N/A	3.2.4.	Stake proposed drainage structures, such as manholes, culverts, etc.
N/A	N/A	3.2.5.	Set grade stakes.
YES	N/A	3.2.6.	Recover and check existing control points.
N/A	N/A	3.2.7.	Establish additional control points.
YES	N/A	3.2.8.	Check elevations and locations of structures.
YES	N/A	3.2.9.	Determine and resolve conflicts associated with survey data.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

YES	N/A	4.1.	Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.
YES	N/A	4.2.	Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

YES N/A 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

YES N/A 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

YES N/A 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

YES N/A 4.6. Field survey notes, as electronic and/or hard copies.

YES N/A 4.7. An 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

YES N/A 4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.

YES N/A 4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.

YES N/A 4.10. Survey reports in a format requested by the ENGINEER.

YES N/A 4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.
Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.

5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.1 of one foot.
b. Utilities and improvements: less than 0.2 of one foot.
c. Cross-sections and profiles: less than 1 foot.
d. Bore holes: less than 3 feet.

5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.02 of one foot.
b. Utilities and improvements: less than 0.1 of one foot.
c. Cross-sections and profiles: less than 0.2 of one foot.
d. Bore holes: less than 0.5 of one foot.

6. AUTOMATION REQUIREMENTS:

6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	N/A	a. Horizontal and Vertical Alignment (from field data of existing ROW)
N/A	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
N/A	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
YES	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
YES	N/A	b. Typical Sections
YES	N/A	c. Design Cross Sections
YES	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
YES	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
YES	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
N/A	N/A	d. Traffic Data for Pavement Design by STATE
YES	N/A	e. Basic Design Criteria
YES	N/A	f. Life Cycle Cost Analysis(es)
YES	N/A	g. Cost Data
YES	N/A	h. Pavement Material Properties
YES	N/A	i. Rehabilitation Investigations
YES	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
N/A	N/A	a. Drainage area maps showing existing conditions and proposed improvements.
N/A	N/A	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
YES	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
N/A	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	N/A	(3) Culverts
N/A	N/A	(4) Bridge waterways
N/A	N/A	(5) Channels
YES	N/A	(6) Storm sewers/inlets
N/A	N/A	(7) Pump stations
N/A	N/A	(8) Storm Water Management facilities
N/A	N/A	(9) Other
		(a) Irrigation Canals/Siphons
N/A	N/A	b. Hydraulic report(s)
N/A	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
N/A	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	N/A	(1) New culverts
YES	N/A	(2) Culvert widening and/or lengthening
YES	N/A	(3) Culvert replacements
		b. Storm sewers
YES	N/A	(1) New storm sewers
N/A	N/A	(2) Modify existing storm sewers
YES	N/A	(3) Inlets
YES	N/A	(4) Manholes
YES	N/A	(5) Trunk lines
N/A	N/A	c. Pump stations
N/A	N/A	d. Subsurface drainage at retaining walls
YES	N/A	e. Outfall channel(s) within the ROW
YES	N/A	f. Outfall channel(s) outside the ROW
N/A	N/A	g. Detention Pond(s) within the ROW
N/A	N/A	h. Detention Pond(s) outside the ROW
YES	N/A	i. Summary of Quantities
YES	N/A	j. Storm Water Management facilities
YES	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
N/A	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY		
YES	N/A	1.	Signing and Markings Layout
			a. Requirements (Separate Layout)
			(1) Roadway layout
			(2) Center line with station numbering
			(3) ROW lines
			(4) Culverts and other structures that present a hazard to traffic
			(5) Location of utilities, if not shown on plan and profile
			(6) Existing signs to remain, to be removed, to be relocated
			(7) Proposed signs (illustrated and numbered)
			(8) Existing overhead sign bridges to remain, to be revised, removed or relocated
			(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
			(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
			(12) Quantities of existing pavement markings to be removed
			(13) Proposed delineators and object markers
			b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
			(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
			(2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
			(3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
			(4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
			(5) Tentative ROW limits
			(6) Direction of traffic flow on all roadways
			(7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
YES	N/A	2.	Summary of Small Signs Tabulation
YES	N/A	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	N/A	4.	Sign Detail Sheets
			a. All signs except route markers
			b. Design details for large guide signs
			c. Dimensions of letters, shields, borders, corner radii etc.
			d. Designation of shields attached to guide signs
			e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	N/A	(2) Photographs as appropriate
NO	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
NO	N/A	(a) Existing
NO	N/A	(b) Estimated
NO	N/A	(c) Projected
NO	N/A	(d) Pedestrian
NO	N/A	(5) Traffic Survey - Count Analysis
NO	N/A	(6) Recommendation based on above data
NO	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
NO	N/A	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	N/A	(a) Confirm power source
NO	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
NO	N/A	(c) Adjustment of overhead utility lines
NO	N/A	(2) Prepare governing specifications and special provisions list
NO	N/A	(3) Prepare project estimate
NO	N/A	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
N/A	N/A	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
N/A	N/A	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
N/A	N/A	e. Foundation Studies (Show cost estimate with Function Code 110)
N/A	N/A	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
N/A	N/A	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
N/A	N/A	g. Estimate
N/A	N/A	h. Summary of Quantities
N/A	N/A	i. Typical X-section.
N/A	N/A	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
N/A	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
N/A	N/A	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
N/A	N/A	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	N/A	a. Erosion Control
N/A	N/A	b. Landscape Development
YES	N/A	5. Compute and Tabulate Quantities
YES	N/A	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
N/A	N/A	(4) Conventional Illumination Poles
N/A	N/A	(5) Sound Barrier Walls
N/A	N/A	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
N/A	N/A	a. Utility Agreements
N/A	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
N/A	N/A	9. Estimate
N/A	N/A	10. Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	
N/A	N/A	(2) Overpass(es)	
N/A	N/A	(3) Main Lanes	_____
N/A	N/A	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
N/A	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	(11) Bridge Classification Culvert(s)**	_____
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	_____
		Total New Structures =	
		b. Existing Structure(s)	_____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
N/A	N/A	(2) Bridge Replacement	_____
N/A	N/A	(3) Raising Bridge Elevation	_____
N/A	N/A	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
N/A	N/A	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
N/A	N/A	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
N/A	N/A	5. Bridge Total Quantities and Cost Estimates (each bridge)
N/A	N/A	6. Bridge Special Provisions and Specifications (each bridge)
N/A	N/A	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
N/A	N/A	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

N/A N/A **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
N/A	N/A	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
N/A	N/A	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
N/A	N/A	c) Overhead Costs i) Administrative costs
N/A	N/A	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
N/A	N/A	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
N/A	N/A	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
N/A	N/A	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
N/A	N/A	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
N/A	N/A	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
N/A	N/A	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
N/A	N/A	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
N/A	N/A	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
N/A	N/A	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
N/A	N/A	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
N/A	N/A	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
N/A	N/A	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
N/A	N/A	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
N/A	N/A	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
N/A	N/A	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
N/A	N/A	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
N/A	N/A	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
N/A	N/A	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
N/A	N/A	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
N/A	N/A	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
N/A	N/A	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
N/A	N/A	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
N/A	N/A	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
N/A	N/A	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
N/A	N/A	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
N/A	N/A	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
N/A	N/A	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
N/A	N/A	f) Respond to property owner inquiries verbally and in writing within two business days.
N/A	N/A	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
N/A	N/A	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
N/A	N/A	j) Prepare final offer letter, documents of conveyance as necessary.
N/A	N/A	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
N/A	N/A	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
N/A	N/A	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
N/A	N/A	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
N/A	N/A	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
N/A	N/A	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
N/A	N/A	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
N/A	N/A	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
N/A	N/A	b) L&G will provide advisory services to business displacements and relocate them effectively.
N/A	N/A	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
N/A	N/A	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By: ENGINEER	COUNTY	
		iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
		v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
		vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
		vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
		viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
		ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
		x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
		xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
		xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
		xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
		xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
		xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
		xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
N/A	N/A	b) Post Hearing Support (by COUNTY Attorney)
		i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
		ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
		iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
		iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

N/A N/A a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

N/A N/A b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

N/A N/A c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

N/A N/A d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

N/A N/A e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

N/A N/A f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

N/A N/A a) Project Administration
i) Payment and Milestones
(a) Full Project Office
(1) Lump Sum Basis (assume 1 year project presence)

(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
(3) Remainder paid out in equal monthly installments of 15% starting the following month.
(4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
ii) Payment
(a) Per Parcel basis.
iii) Milestones
(a) 100% upon securing initial title commitment.

c) Appraisal Services
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon submission of ROW-A-10

e) Appraisal Update
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 80% upon presentation of initial offer.
(b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
i) Payment
(a) Per Parcel Basis
ii) Milestones
(a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
i) Payment
(a) Per Relocation
ii) Milestones
(a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
i) Payment
(a) By percent complete

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	Summaries	(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___		Earthwork (Roadway & Channel) & Channel Details
___	___		Culverts
___	___		Detours
___	___		Seeding or Mulch Sod - Quantity Only
___	___		Inlet & Manholes
___	___		Sidewalks
___	___		Construction Pavement Markings
___	___		Driveways
___	___		Concrete Median
___	___		Storm Sewers
___	___		Head Walls & Safety End Treatments
___	___		Curb Openings
___	___		Manholes
___	___		Chain Link Fence, Remove & Replace Chain Link Fence
___	___		Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County - Precinct No. 3

EXHIBIT "C"

PROJECT WORK SCHEDULE
Liberty Road Project
From Mile 3 to FM 2221
Length = 3.8 miles

TASK AND DESCRIPTION	FIRM	2013					2014											2015												2016						
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Liberty Blvd																																					
SCHEMATIC																																					
Develop Schematic	L&G																																				
TxDOT Review & Revisions	TxDOT																																				
TxDOT Approval	TxDOT																																				
Revise to TxDOT & Public Meeting Comments	L&G																																				
PS&E (Subject to Approval)																																					
30% Completion	L&G																																				
60% Completion	L&G																																				
90% Completion	L&G																																				
TxDOT Approval	TxDOT																																				
ENVIRONMENTAL CLEARANCE																																					
Public Involvement	L&G																																				
Prepare Environmental Document	L&G																																				
Submit Final Draft Document	L&G																																				
Agency Review & Revisions	TxDOT																																				
Environmental Decision	TxDOT																																				
Opportunity Public Hearing																																					
ROW MAP																																					
Prepare ROW Map	L&G																																				
TXDOT Review & Revisions	TxDOT																																				
TxDOT Approval	TxDOT																																				
TXDOT RELEASE OF ROW																																					
Release (Dependent on Availability of Funds)	TxDOT																																				
ACQUISITION SERVICES																																					
ROW Acquisition	L&G																																				
PROPOSED LETTING																																					
Let Proj (18 mon const.)	TxDOT																																				
(Dependent on Availability of Funds)																																					

L&G FUNCTION
L&G ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

5:00 PM9/10/2013

EXHIBIT D-1 FEE SCHEDULE ESTIMATED PRELIMINARY PROJECT ENGINEERING COSTS
LIBERTY ROAD PROJECT (REVISED)

ROADWAY PROJECT:	Liberty Road
LIMITS: .....(Section 1).....	from US 83 to Mile 3
LIMITS: .....(Section 2).....	from Mile 3 to FM 2221
EXISTING ROADWAY SECTION:	New location and 24' – Rural
EXISTING ROW WIDTH:	60-80 Varies and New Location
PROPOSED ROADWAY SECTION:	4-lane divided urban from US 83 N. to Mile 4 then 2-lane rural to FM 2221
PROPOSED ROW WIDTH:	120FT
ESTIMATED CONSTRUCTION COST ...(Section 1).....(4-lane Urban)	**$10,800,000.00**
ESTIMATED CONSTRUCTION COST .....(Section 2).....(4-lane Urban) & (2-lane)Rural.....	**$10,940,000.00**
LENGTH FOR Section 1.....	2.4 Miles
LENGTH FOR Section 2.....	3.8 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*HIDALGO COUNTY*	*CITY OF PEÑITAS*
(FROM US 83 NORTH TO FM 2221)			
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN			
Environmental Assessment with TxDOT	$ -	$ 95,024.83	$ -
Public Involvement for the project (1 Public Meeting)	$ -	$ 25,053.03	$ -
Archeological and Historical Research	$ -	$ 30,081.02	$ -
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 20,005.84	$ -
Schematic	$ -	$ 231,544.73	$ -
Hydrological Map	$ -	$ 37,568.78	$ -
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	$ -	$ 27,568.65	$ -
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	$ -	$ 32,232.54	$ -
Update Schematic based on FIELD SURVEYS and ROW Map as provided by City of Peñitas and provide to TxDOT/County for EA update w/ FHWA	$ -	$ 31,871.70	$ -
Engineering Technical Support at Public Hearing with Layouts etc	$ -	$ 12,593.28	$ -
Public Involvement and Public Hearing	$ -	$ 24,225.96	$ -
SUB-TOTAL	**$ -**	**$ 567,770.36**	**$ -**
(FROM US 83 NORTH TO MILE 3)			
PHASE II- PS&E, ROW MAPPING and ROW ACQUISITION & PHASE III- CONSTRUCTION OVERSIGHT			
Complete ROW Map			$ 64,600.00
Field Surveys for Design and Construction (Roadway and Outfall)			$ 115,200.00
Right-of-Way Costs - Acq.Services @ (est. 17 Parcels @ $13,800/Parcel Avg.)			$ 234,600.00
Compensable Utilities Management Oversight			$ 180,000.00
Estimated Roadway Right-of-Way Land Costs (80/20)	$ 272,800.00		$ 68,200.00
COMPENSABLE UTILITY COSTS	$ 520,000.00		$ 130,000.00
PS&E Development (Roadway and Outfall)			$ 756,000.00
PS&E Development for OUTFALL(S)			$ -
Permitted Utilities Coordination			$ 45,000.00
ROADWAY CONSTRUCTION COST	$ 10,260,000.00		$ 540,000.00
TxDOT Construction Inspection (11%)	$ 1,128,600.00		$ 59,400.00
Eng Consultant Construction Management (Estimated 18 Months)			$ 81,000.00
SUB-TOTAL	**$ 12,181,400.00**	**$ -**	**$ 2,274,000.00**
(FROM MILE 3 NORTH TO FM 2221)			
PHASE II- PS&E, ROW MAPPING AND SURVEYING			
Complete ROW Map (Estimated 42 Parcels)		$ 159,600.00	
Field Surveys for Design and Construction		$ 182,400.00	
Drainage Design of Roadway		$ 54,000.00	$ -
PS&E Development (7% Engineering Fee)		$ 765,800.00	
Engineering Fee to Submit through TxDOT a set of Plans with FWWA oversight		$ 135,000.00	
PS&E Development for OUTFALL(S)		HCDD#1	
Permitted Utilities Coordination to adjust		$ 45,000.00	
SUB-TOTAL	**$ -**	**$ 1,341,800.00**	
PHASE III- ROW & CONSTRUCTION OVERSIGHT			
Right-of-Way Costs - Acq.Services @ (est.42 Parcels @ $13,800/Parcel Avg.)		$ 579,600.00	
Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels)		[illegible]	
Right-of-Way Costs - Acq.Services FOR RELOCATIONS		$ 24,000.00	
Estimated 4 RELOCATIONS (HOMES)	$ 120,000.00	[illegible]	
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)		$ 150,000.00	
Estimated Roadway Right-of-Way Costs & Compensable Utilities (80/20)	$ 1,537,636.00	[illegible]	
ROADWAY CONSTRUCTION COST	$ 10,611,800.00	[illegible]	
TxDOT Construction Inspection (11%) (97/3)	$ 1,203,400.00	[illegible]	
Eng Consultant Construction Management (18 Months)		$ 144,000.00	
SUB-TOTAL	**$ 13,472,836.00**	**$ 1,802,311.00**	**$ -**
TOTAL	**$25,654,236.00**	**$ 3,711,881.36**	**$ 2,274,000.00**

TOTAL ESTIMATED COUNTY COST: **$ 3,711,881.36**

WORK AUTH. NO. 1		ENGINEERING COSTS - PHASE I	$ 567,770.36	ISSUED
WORK AUTH. NO. 2	FY 2013	ENGINEERING COSTS - PHASE II	$ 1,341,800.00	NOT ISSUED
WORK AUTH. NO. 3	FY 2014	ENGINEERING COSTS - PHASE III	$ 897,600.00	NOT ISSUED

[illegible] COUNTY COST NOT INCLUDED IN WORK AUTHORIZATION [illegible]

GENERAL ESTIMATE DEVELOPED BY L&G FOR COUNTY PURPOSES OF GENERAL EXPENDITURES BY CITY OF PENITAS

TOTAL ESTIMATED PROJECT COST: **$31,640,117.36**

** THESE ESTIMATED ROW FUNDS ARE ELIGIBLE TO BE REIMBURSED BY TXDOT BUT THESE FUNDS HAVE NOT BEEN ALLOCATED BY MPO YET.

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

TOM GILL / LIBERTY ROAD PROJECT

		MANHOURS													
		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineer Tech	Engineer Tech	CADD Operator	Senior Environmental Scientist /Specialist	Environmental Scientist /Specialist	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	205.89	171.57	122.96	108.66	74.35	71.49	68.63	60.05	122.96	71.49	51.47			
	WORK AUTHORIZATION NO. 2														
	PHASE II - PS&E, ROW MAPPING AND SURVEYING														
1	Complete ROW Map (Estimated 42 Parcels)	24	53		72			45				5	199	$ 134,400.00	$ 25,203.79
2	Field Surveys for Design and Construction (L&G Engineering and Sub)	20	80		238	100		61	199			25	723	$ 113,840.00	$ 68,562.61
3	Drainage Design of Roadway	20	79		123	119		81	92	8	15	19	556		$ 54,002.25
4	PS&E Development (7% Engineering Fee)	60	120		2600	1300		1384	4150	16	47	81	9758		$ 765,800.68
5	Engineering Fee to Submit through TxDOT a set of plans with FHWA oversight	32	88		321	437		407	121	24	50	82	1562		$ 135,001.99
6	PS&E Development for Outfall(s)												0		$ -
7	Permited Utilities Coordination to adjust		23		40	168		281	41			48	601		$ 45,000.95
	SUB-TOTAL	156	443	0	3394	2124	0	2259	4603	48	112	260	13399	$ 248,240.00	$ 1,093,572.27

Subtotal Manhour Fee with Sub-Consultant Costs:	$ 1,341,812.27
*** Total Project Fee:**	**$ 1,341,800.00**

*Rounded Figure

R.O.W. Surveying Services, LLC.

Exhibit D-1 - Fee Schedule

	A	B	C	D	E	F	G	H	I	J
1	Highway: Liberty Rd., Extension Project					R.O.W. Surveying Services, LLC				
2	County: Hidalgo County, Texas									
3	From: US 83 to FM 2221									
4	Description of Work: ROW Map and Design Survey									
5										
6	TASK AND DESCRIPTION	Survey PM	RPLS	Survey Technician	4-man Survey Crew	3-man Survey Crew	2-man Survey Crew	Admin/ Clerical	Total Hours	Cost
7	HOURLY RATE	$124.00	$125.00	$82.00	$175.00	$155.00	$130.00	$50.00		
8	PHASE 1 - FC 130 (ROW MAP) Lump Sum per Parcel									
9	A. ROW Map, Parcel Description, Metes and Bounds Description, and Title Reports (42 parcels @$3200/parcel)									$ 134,400.00
10	PHASE 2 - FC 150 Field Surveying (Control Hz & Vt)									
11	A. Primary Project Control									
12	a. Establish Primary Control	4	20	10	0	32	0	0	66	$ 8,776.00
13	B. Secondary Project Control							0		
14	a. Set additional secondary control points as needed	4	6	6	0	24	0	0	40	$ 5,458.00
15	b. Horizontal values established with RTK or VRS	0	4	4	0	0	10	0	18	$ 2,128.00
16	c. Vertical values established with digital level	4	8	8	0	0	24	0	44	$ 5,272.00
17	C. Setting Benchmarks									
18	a. Setting Benchmarks @ 1000'(ft) intervals	2	0	0	0	32	0	0	34	$ 5,208.00
19	Subtotal Hours	14	38	28	0	88	34	0	202	
20	Subtotal Cost - Phase 1	$1,736.00	$4,750.00	$2,296.00	$0.00	$13,640.00	$4,420.00	$0.00		$26,842.00
21	PHASE 2 - DTM Topography and Cross sections									
22	A. Topographic & Crossections	8	0	60	0	110	0	0	178	$ 22,962.00
23	B. Locate Visible Utilities	8	0	8	0	20	0	0	36	$ 4,748.00
24	C. Utilities	6	0	10	0	30	0	0	46	$ 6,214.00
25	D. Proposed Centerline on Existing Pavement	2	0	8	0	20	0	0	30	$ 4,004.00
26	E. Profile and Cross section Intersecting Streets	2	0	8	0	28	0	0	38	$ 5,244.00
27	F. Irrigation Crossings	4	0	8	0	30	0	0	42	$ 5,802.00
28	G. Existing Storm Drain	2	0	8	0	8	0	0	18	$ 2,144.00
29	C. Cross Culverts, Driveway Culverts, Inverts	2	0	8	0	16	0	0	26	$ 3,384.00
30	I. Outfalls	4	0	8	0	20	0	0	32	$ 4,252.00
31	J. Driveways and Turnouts	2	0	8	0	12	0	0	22	$ 2,764.00
32	Subtotal Hours	40	0	134	0	294	0	0	468	
33	Subtotal Cost - Phase 2	$4,960.00	$0.00	$10,988.00	$0.00	$45,570.00	$0.00	$0.00		$ 61,518.00
34	PHASE 3 - FINAL REPORT & DELIVERABLES									
35	A. CADD file (2D & 3D) for limits of project	0	0	30	0	0	0	4	34	$ 2,660.00
36	B. Final Report and Deliverables	30	0	0	0	0	0	8	38	$ 4,120.00
37	Subtotal Hours	30	0	30	0	0	0	12	72	
38	Subtotal Cost - Phase 3	$3,720.00	$0.00	$2,460.00	$0.00	$0.00	$0.00	$600.00		$ 6,780.00
39	PROJECT MANAGEMENT & OVERSIGHT									
40	A. Meeting & Coordination w/ Engineers	100		0	0	0	0	2	102	$ 12,500.00
41	B. QC/QA Survey	50	0	0	0	0	0	0	50	$ 6,200.00
42	Subtotal Hours	150	0	0	0	0	0	2	152	
43	Subtotal Cost - PM & Oversight	$18,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00		$ 18,700.00
44										
45										
46	Total Fee FC 150	$29,016.00	$4,750.00	$15,744.00	$0.00	$59,210.00	$4,420.00	$700.00	894	$113,840.00
47										
48	Grand Total FC 130 and FC 150									$248,240.00

AI-40710 **Purchasing Department 10. D.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase fax service agreement through a purchase order with company's response as to acceptance of purchase order not executed agreement, with Copy Graphics through Requisition # 243502 for the following: Total of $125.00 per year for (1) BROTHER 2820 Fax with effective dates of agreement from 9-11-13 to 9-10-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

Amount available for requisition# 243502 as of 9-27-13 $125.00 for Copy Graphics Inc.

Attachments

AGREEMENT

LEGAL LETTER

REQUISITION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/25/2013 11:17 AM
Budget & Management	Obdett Calzada	09/25/2013 03:09 PM
Manuel Chapa	Manuel Chapa	09/27/2013 02:12 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Lisa Vela Started On: 09/11/2013 04:57 PM

Final Approval Date: 09/27/2013

Req# 243502 ORIGINAL

CGI1457-05

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo County Tax Office Cust# 1370

Physical Address 2802 South Bus Hwy 281 Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax 289-7472 / _____ Phone/Fax 289-7472 / 318-2130

EQUIPMENT COVERED

Model: Brother 2820 Fax Serial: U61325C7J43163

Options: _____ Serial: _____

Rate: $ 125.00 per year.

Effective dates of agreement from 9/11/13 to 9/10/16.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be bi nding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE

Authorized Signature Title

Print Name

Ana Escobar 7/23/13

Copy Graphics, Inc. Representative Date

Labor Plan Terms And Conditions

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of 1 year commencing on 9/11/13 and ending on 9/10/16 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Labor service plan includes on-site remedial maintenance, lubrication, cleaning and adjustments. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all parts and consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software, or network-related failures, programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu ot the deleted paragraph: The term of this agreement shall be a period of one year commencing on---------- and ending on----------unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

Requisition

Req # 00243502

PO #

Date: 09/11/13

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH STREET
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MARY GARCIA
956-289-7472

Contract No:

Special Instructions:
C-204

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	SERVICE MAINTENANCE AGREEMENT FOR FAX MACHINE SERIAL: U61325C7J43163 MODEL: BROTHER 2820 FAX EFFECTIVE DATES: 9/11/2013 THRU 9/10/2016	125.00	125.00
		Account No	Encumbrance	
		3-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-40784 **Purchasing Department 10. E.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval to exercise its option to terminate (under Paragraph 4-Termination) as stated in the current agreement with Performance Grade Asphalt, for "MS-1 Emulsified Asphalt," (C-13-052-06-04) by providing/forwarding a Thirty (30) Day written notice of termination.

2. Requesting approval to exercise its option to terminate (under Paragraph 4-Termination) as stated in the current agreement with Performance Grade Asphalt, for "CRS-2 Emulsified Asphalt," (C-12-164-10-30) by providing/forwarding a Thirty (30) Day written notice of termination.

3. Requesting authorization & approval to re-advertise for MS-1 Emulsified Asphalt & CRS-2 Emulsified Asphalt road materials for Hidalgo County (all funding sources) on an "As needed basis" through projects 2013-297-" MS-1 Emulsified Asphalt" and 2013-298- "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt". Including the re-advertising of project in the event no bid responses are received and /or are rejected and the project is still required.

BACKGROUND

Due to the termination of the current contracts by Mr. Clark Dubose dba Performance Grade Asphalt. C-13-052-06-04 -"MS-1 Emulsified Asphalt" & C-12-164-10-30 - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Prct 3 Rd Maint-Roads (MS-1) $ 65,753.36 as of 09/19/13 all other funds

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Prct 3 Rd Maint-R&B R& M Supplies (CRS-2) $37,286.83 as of 09/19/13 all other funds

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Pct 2 Rd Maint -R&B R&M Supplies (MS-1) $32,119.22 as of 09/19/13

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct 1 Rd Maint-R & B (CRS-2) $16,459.39 as of 09/20/13

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct 4 Rd Maint-R&B (MS-1 & CRS-2) $ 474.74 as of 09/23/13

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Pct 4 Rd Maint-Rds (MS-1 & CRS-2) $ 4,895.45 As of 09/23/13

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct 1 Rd Maint.-R&B R&M (MS-1) $16,459.39 as of 09/23/13

Attachments

MS-1- Memos, Specifications etc

CRS-2- Memos, Specifications-Draft etc

Letter from Vendor

MS-1 Agreement

CRS-2 Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/25/2013 11:22 AM
Budget & Management	Obdett Calzada	09/25/2013 03:11 PM
Olga Garza	Olga Garza	09/27/2013 04:31 PM
Purchasing Department	Rocio Villarreal	09/27/2013 04:50 PM
Olga Garza	Olga Garza	09/27/2013 05:18 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Sandy Suarez Started On: 09/16/2013 03:04 PM

Final Approval Date: 09/27/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

Date: **September 18, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-297- Hidalgo County (All Funding Sources, Programs and Entities) - "MS-1 EMUSIFIED ASPHALT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT NO: 3-1200-43-00-121-005-0-673

[signature]	Raul Lozano	Pct. 1	9/20/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent! Please return by 4:30 P.M. today, for placement on the next proposed Comm. Crt Meeting on 10/01/13!

Enclosures

Prct 1

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

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To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **September 18, 2013**

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APPROVE X	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3 – 1200 – 431 · 00 – 122 – 006 – 0 – 6783

Richard Cuellar	RICARDO CUELLAR	R&B	9/19/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent! Please return by 4:30 P.M. today, for placement on the next proposed Comm. Crt Meeting on 10/01/13!

Enclosures

~~Pct 2 has not utilized CRS-2.~~

Prct 2

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: Hon. A.C. Cuellar, Jr., Commissioner
Hidalgo County Precinct 1
Attn: Katia Garcia

To: Hon. Hector (Tito) Palacios, Commissioner
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: Hon. Joe, M. Flores, Commissioner
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

To: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: September 18, 2013

Re: Approval or Disapproval of Specifications for: RFB NO.: 2013-297- Hidalgo County (All Funding Sources, Programs and Entities) - "MS-1 EMUSIFIED ASPHALT"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE Sandy Suarez	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431-00-123-805-0-731 & all other funded

J Flores	Joe M. Flores by [illegible]	Pct #3	9/18/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent! Please return by 4:30 P.M. today, for placement on the next proposed Comm. Crt Meeting on 10/01/13!

Enclosures

Pct 3

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

To: **Hon. Hector (Tito) Palacios, Commissioner**
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: **Hon. Joe, M. Flores, Commissioner**
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Attn: Saul Ramirez / Norma Ceballos

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **September 18, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-297- Hidalgo County (All Funding Sources, Programs and Entities) - "MS-1 EMUSIFIED ASPHALT"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431-00-124-007-0-673 / 731

Juan M. Carranza	Juan M. Carranza	Pct 4	9/19/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent! Please return by 4:30 P.M. today, for placement on the next proposed Comm. Crt Meeting on 10/01/13!

Enclosures

Pct 4

Exhibit "A"
Hidalgo County (All Funding Sources, Programs and Entities)
"MS-1 Emulsified Asphalt"
Bid №: 2013-297-00-00-SGS

Hidalgo County is seeking qualified vendors to supply and deliver **MS-1 Emulsified Asphalt** to the following locations but not limited to and on **"as needed basis**". The following is the minimum requirements for the MS-1 Emulsified Asphalt Setting.

- **Product Specifications for MS-1 Emulsified Asphalt**
- Material – bid price by the gallon delivered by vendor

	MS-1		
Asphalt Grade Requirement	**Min**	**Max**	**ASTM Test Method**
Viscosity @25C SFS	20	100	D-88
Residue By Dist. (% by mass)	60	---	D-244
Oil Portion of Dist. (% by vol)	---	2.0	D-244
Sieve Test, retained on 1000um sieve	---	0.1	D-244
Storage Stability 24h (% by mass)	---	1.5	D-244
Demulsibility, 50ml 5.55 g/l, CaC12	---	---	D-244
TEST ON RESIDUE			
Penetration @ 25C 100g, 5s (0 1mm)	100	200	D-5
Apparent Viscosity 60C (Ps s)			D-4957
Complex Flow Index	---	0.80	D-2493
Float Test @ 60C s	1200	---	D-139
Solubility in trichloroethylene	97.5	---	D-2042
Ductility @ 25C (cm)	40	---	D-113

REQUIREMENTS:

1. **LOCATIONS/DELIVERY INSTRUCTIONS:**
   All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

   a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

   b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

   c) **Precinct #3- 7 Mile Line & Iowa Road**

   d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

2. **QUANTITY:**
   Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. **CONTRACT TERM:**
   Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) - three (3) month terms and contingent upon cost to

remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein 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.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

4. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

5. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

6. TERMINATION:

Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

7. TERMS AND CONDITIONS:

a) 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 advantageous to the County.

b) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

c) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").

e) The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and **that subcontractor has obtained the required insurance.**

f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's 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.

g) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

h) Any contract awarded to a successful bidder will be in effect until:
a) the contract expires.
b) delivery acceptance of products and/or performance of services ordered or
c) terminated by County with thirty (30) days written notice prior to cancellation.

h) All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY

8. **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:

a) 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.
   i. 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.
   ii. 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.
   iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v. 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.

b) 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 both be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) Time frame 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 contact price at the beginning of the following quarter unless a Vendor notifies the county in writing within then (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.

d) 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.

e) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: sandy.suarez@co.hidalgo.tx.us no later than Wedensday, MONTH 00, 2013 at 5:00 p.m. Responses to said inquires will be sent to all applicants via facsimile or via e-mail by **no later than Friday, MONTH 00, 2013 at 5:00 p.m.**

DRAFT

Bid No: 2013-297-00-00-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"MS-1 EMULSIFIED ASPHALT"
BID OPENING DATE:

Month 00, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"MS-1 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-2013-297-00-00-SGS- HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "MS-1 EMULSIFIED ASPHALT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY Month 00, 2013. 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-2013-297-00-00-SGS RFB-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – "MS-1 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 - **HIDALGO COUNTY(All Funding Sources, Programs and**

Entities) - "MS-1 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, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**Month 01, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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 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
(All Funding Sources, Programs and Entities)
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2013-297-00-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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: _____

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-13-052-00-00-MS-1 Emulsified Asphalt-Draft Agreement

From : Steve Crain <scrain@atlashall.com> Thu, Mar 14, 2013 09:54 AM

Subject : RE: C-13-052-00-00-MS-1 Emulsified Asphalt-Draft Agreement

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 14, 2013 9:27 AM
To: Steve Crain
Subject: Re: C-13-052-00-00-MS-1 Emulsified Asphalt-Draft Agreement

Mr. Crain:

The agreement has been corrected. Please review and approve as to form.

Thank you.
ROCIO VILLARREAL

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, March 14, 2013 7:21:30 AM
Subject: RE: C-13-052-00-00-MS-1 Emulsified Asphalt-Draft Agreement

In numbered paragraph correct the language to read "additional one(1) six(6) month term".

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, March 13, 2013 5:05 PM
To: scrain@atlashall.com
Cc: Sandra Suarez
Subject: C-13-052-00-00-MS-1 Emulsified Asphalt-Draft Agreement

Mr. Crain:

Please review draft agreement and approve as to form. Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

REQUIREMENTS AGREEMENT
C-13-297-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between **COMPANY'S NAME, a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"MS-1 Emulsified Asphalt (On An As Needed Basis),"** for Hidalgo County 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 **"MS-1 Emulsified Asphalt"** in the areas of **HIDALGO COUNTY** projects for a period of _____ ~~from~~ to _____ with the option to renew for an additional one (1) six (6) month~~s~~ term~~s,~~ under the same rates, terms, and condition~~s~~, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) 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. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

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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
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: COMPANY'S NAME

.

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.

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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 "C" 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 advi~~s~~ce, 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

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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, _____

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

COMPANY'S NAME

By:_____
Printed Name:_____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas ~~& Hall, L.L.P~~, Hall &

By:_____
Date:_____

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EXHIBIT “A”
SPECIFICATIONS

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EXHIBIT “B”
PAYMENT SCHEDULE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez /Gloria Beltran /Veronica Lopez

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **September 18, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-298-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT NO: 3-1200-431-00-121-005-0-673-

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	9/19/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent!, please return by 4:30:00 P.M. today, for possible placement on next Comm. Court Meeting on 10/01/13.

Enclosures

Pct 1

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: Hon. A.C. Cuellar, Jr., Commissioner
Hidalgo County Precinct 1
Attn: Katia Garcia

To: Hon. Hector (Tito) Palacios, Commissioner
Hidalgo County Precinct 2
Attn: Ricardo Cuellar/ Yolanda Cisneros

To: Hon. Joe, M. Flores, Commissioner
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

To: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: September 18, 2013

Re: Approval or Disapproval of Specifications for: RFB NO.: ~~2013-297~~ CRS-2 2013298 - Hidalgo County (All Funding Sources, Programs and Entities) - "MS-1 EMUSIFIED ASPHALT"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE X	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431.00-122-006-0-6783

[signature]	Ricardo Cuellar	R&B	9/19/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent! Please return by 4:30 P.M. today, for placement on the next proposed Comm. Crt Meeting on 10/01/13!

Enclosures

Pct 2 has not utilized CRS-2.

Pct 2

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: Hon. A.C. Cuellar, Jr., Commissioner
Hidalgo County Precinct 1
Attn: Katia Garcia

To: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Attn: Marcos Lopez /Gloria Beltran /Veronica Lopez

To: Hon. Joe, M. Flores, Commissioner
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: September 18, 2013

Re: Approval or Disapproval of Specifications for: RFB NO.: 2013-298-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓ SC	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431-00-133-005-0-673 and all other funds

[signature]	Joel Flores By: [signature]	Pct #3	9/18/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent!, please return by 4:30:00 P.M. today, for possible placement on next Comm. Court Meeting on 10/01/13.

Enclosures

Pct 3

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct 1
Attn: Katia Garcia

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez /Gloria Beltran /Veronica Lopez

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez / Norma Ceballos

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **September 18, 2013**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2013-298-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 3-1200-431-00-124-007-0-673/731

Jose M. Carranza	Jose M. Carranza	Pct 4	9-19-13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us Urgent!, please return by 4:30:00 P.M. today, for possible placement on next Comm. Court Meeting on 10/01/13.
Enclosures

Pct 4

EXHIBIT "A"

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO.: 2013-298-00-00-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 -after 2 hours: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	Demurrage -after 2 hours: $

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:**
Katia Garcia (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.

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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.

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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.

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- 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.

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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, Month 00, 2013 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, Month 00, 2013 by 5:00 P.M.**

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Bid No: 2013-298-00-00-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: Month 00, 2013 @ 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-2013-298-00-00-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, Month 00, 2013.**

   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-2013-298-00-00-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	**Month 00, 2013**
Award of Contract	_____ 2013
Commence Work or Deliver Products	_____, 2013

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: _____

Sandy Suarez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 12:52 PM
To: 'Sandy Suarez'
Subject: FW: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft

Importance: High

HHHHOOOOORRRRAAAAYYY!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 01, 2012 12:48 PM
To: 'Martha Salazar'
Subject: RE: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 12:06 PM
To: 'Steve Crain'
Cc: 'Sandy Suarez'
Subject: FW: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

Mr. Crain:
Please review, correct and comment as to form for purposes of completing procurement packet for authority to advertise.
Marty

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 11:39 AM
To: 'Martha Salazar'
Cc: 'Sandy Suarez'
Subject: FW: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

Ms Marty,

Can you please forward to legal the draft agreement for approval as to form so we may proceed with Com Court approval to advertise. Thank you.

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 3:16 PM
To: 'rocio.villarreal'
Subject: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

Good Afternoon Rocio,

REQUIREMENTS AGREEMENT
C-13-298-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____, 2013 by and between **_____,** 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 _____ 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,

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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:

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.

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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

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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,_____.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

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EXHIBIT “A”

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

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EXHIBIT “B”

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

Re: contract problems

From : Clarke <clarked@pgasphalt.com> Wed, Sep 18, 2013 11:57 AM
Subject : Re: contract problems
To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

From: Performance Grade Asphalt, LLC Date: 09/18/2013
Clarke DuBose, manager
To: Hidalgo County Purchasing Dept.

This is my formal notice of the closure of Performance Grade Asphalt,LLC. We have closed our facility as of 08/01/2013.
Please terminate our contract with Hidalgo County.
Sincerely;
Clarke DuBose

From: Rocio Villarreal
Sent: Friday, September 13, 2013 11:48 AM
To: Clarke DuBose
Subject: Re: contract problems

Mr. Dubose:

Although you have advised us verbally, your consideration of closing the business, we are needing from you a written notice including your request to terminate the agreement. Please provide us a formal written termination notice so we may be able to submit it to our Commissioners' Court.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Clarke DuBose" <clarked@pgasphalt.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, September 10, 2013 2:41:58 PM
Subject: Re: contract problems

I am not in violation of the terms of the contract; in fact.Hidalgo County is in violation. By continuously being

past due on invoices Hidalgo County has violated the terms of this contract. I have warned Hidalgo County several times about being past due on payments and the problem has continued. You have been late on most of the invoices and that has caused problems for me. When I asked about adding interest to past due invoices(as Texas law dictates) I was told that Hidalgo County will not pay any late fees. I have lost a significant amount of money due to your late payments.
I had to spend a lot of my valuable time trying to get these late payments. For you to say that I am in violation of the contract terms is beyond ridiculous. It is absolutely outrageous! You still owe for past due invoiced and I am losing more money due to this.
Please pay the amount due and let's just end any further squabbling.
Sincerely
Clarke DuBose

Sent from my Verizon Wireless 4G LTE DROID

Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> wrote:

Dear Mr. Dubose:

The Precinct No. 1 Office has called and has forward us the below e-mail from you on reference to your company denying the purchase of the MS-1 Emulsified Asphalt. The item is currently under award contract (C-13-052-06-04) with your company for 2.50/Gal. By denying the purchase of the product your company has caused a work interruption for several of our precincts.

You have a contractual obligation to render the goods requested by precincts under the Exhibit A-Specifications No. 5 Default (please see attached contract).

This letter serves as a written notice to comply with contract,Exhibit A-Specifications/Requirements set by the Hidalgo County. Your cooperation in this matter is needed and will be greatly appreciated. Should you have any questions in reference to this matter do not hesitate to contact me at (956)318-2626 ext. 4868.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Marcie Jackson" <marcie.jackson@co.hidalgo.tx.us>

To: "rocio.villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>
Sent: Monday, August 19, 2013 9:33:45 AM
Subject: Fwd: contract problems

FYI

Thank you,

Marcie Jackson
Hidalgo County Precinct No.1
Accounts Payable
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Telephone# 956-968-8733
Fax# 956-969-1417
email:marcie.jackson@co.hidalgo.tx.us

---- Original Message ----
From: "Clarke" <clarked@pgasphalt.com>
Sent: 8/19/2013 11:20:06 PM
To: marcie.jackson@co.hidalgo.tx.us
Subject: contract problems

Marcie;
As per your request I am advising Hidalgo County reasons why Performance Grade Asphalt can no longer provide products to Hidalgo County.

1. I am having extreme difficulty in finding trucking service to Hidalgo County. Trucking companies and truck drivers do not want to drive to Hidalgo County. They have told me that their drivers don't want to drive the distance. I have approached multiple companies and the answer is the same. They have also mentioned that trucks are almost always stopped and inspected when they drive through the Valley. These inspection often result in large fines. They tell me that they are fined for very minor offenses that are usually ignored in other areas. These tickets are usually $300.00 and up, cutting into their already small profits.

2. Another reason why I need to discontinue service to Hidalgo County is constant problems receiving payments. Almost every invoice issued to Hidalgo County is seriously past due before it is finally paid. I can't count all of the times I have had to call Hidalgo County and beg to get paid. I can honestly say that 90% of your invoices are paid late. It is a very trying ordeal to have to call you over and over and over just to get some kind od response. When I do get in touch with someone about the past due invoice I am treated with indifference. I am told that I need to do this and that when it isn't my fault. This has been going on for years and it hasn't gotten any better. These invoices aren't just a few days or a couple of weeks past due. They are months past due! When these invoices are paid late I lose money. It is very frustrating having to deal with a customer who is late on almost every invoice! I simply can't afford it any more.

Due to the difficulty in dealing with Hidalgo County I can't provide service to you any longer. I can't afford to

deal with Hidalgo County any more! Normally when a government agency is past due on an invoice they pay interest. I thought it was the law. When I mentioned this to Hidalgo County Auditors they didn't know what I was talking about. I don't know if it is law or not but, I have lost a lot of money while dealing with Hidalgo County. I am sorry that it has come to this but, I can't afford to continue to do business with you. The problems with trucking where "the straw that broke the camel's back".

Sincerely;
Clarke DuBose
Performance Grade Asphalt, LLC

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.3408 / Virus Database: 3222/6662 - Release Date: 09/13/13

REQUIREMENTS AGREEMENT
C-13-052-06-04

THIS AGREEMENT (the "Agreement") is entered into effective as of **June 4, 2013** by and between, **DUBOSE INTERESTS, L.L.C.** d/b/a **PERFORMANCE GRADE ASPHALT, L.L.C. a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"MS-1 Emulsified Asphalt (On An As Needed Basis),"** for Hidalgo County 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 **"MS-1 Emulsified Asphalt"** in the areas of **HIDALGO COUNTY** projects for a period of June 4, 2013 through December 3, 2013 with the option to renew for an additional one (1) six (6) month term under the same rates, terms, and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) 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. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Dubose Interests, L.L.C. dba Performance Grade Asphalt, LLC
Attn: Clark Dubose, President
P.O. BOX 6
Hitchcock, Texas 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 "C" 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 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 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, _____

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6/4/13

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY'S NAME

By: _____
Printed Name: Clarke DuBose
Title: manager

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez LLP

By: _____
Date: 5-29-13

EXHIBIT "A"

Request for Bid (RFB)

Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2013

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**MS-1 EMULSIFIED ASPHALT**"
Bid No: 2013-052-05-01-SGS

Dear Gentleman/Ladies:

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

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HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"MS-I EMULSIFIED ASPHALT"
BID NO.: 2013-052-05-01-SGS

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1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	4
4.	Exhibit B, Bid Page	2
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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 Requirement Agreement	8

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

April 15, 2013
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County
(All funding sources, programs & entities)
"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-SGS

Bid No: 2013-052-05-01-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All funding sources, programs and entities)

"MS-1 EMULSIFIED ASPHALT"
BID OPENING DATE:

MAY 01, 2013

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources, Programs and Entities)–"MS-1 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-2013-052-05-01-SGS- HIDALGO COUNTY (All Funding Sources, Programs and Entities) - "MS-1 EMULSIFIED ASPHALT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY MAY 01, 2013. 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-2013-052-05-01-SGS RFB-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – "MS-1 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 - **HIDALGO COUNTY(All Funding Sources, Programs and**

Entities) - "MS-1 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, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MAY 01, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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 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
(All Funding Sources, Programs and Entities)
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2013-052-05-01-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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 & entities)

"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-SGS

Exhibit "A"
Hidalgo County (All Funding Sources, Programs and Entities)
"MS-1 Emulsified Asphalt"
Bid №: 2013-052-05-01-SGS

Hidalgo County is seeking qualified vendors to supply and deliver **MS-1 Emulsified Asphalt** to the following locations but not limited to and on **"as needed basis"**. The following is the minimum requirements for the MS-1 Emulsified Asphalt Setting.

- **Product Specifications for MS-1 Emulsified Asphalt**
- Material – bid price by the gallon delivered by vendor

	MS-1		
Asphalt Grade Requirement	Min	Max	ASTM Test Method
Viscosity @25C SFS	20	100	D-88
Residue By Dist. (% by mass)	60	- -	D-244
Oil Portion of Dist. (% by vol)	---	2.0	D-244
Sieve Test, retained on 1000um sieve	---	0.1	D-244
Storage Stability 24h (% by mass)	---	1.5	D-244
Demulsibility, 50ml 5.55 g/l. CaC12	---	---	D-244
TEST ON RESIDUE			
Penetration @ 25C 100g, 5s (0.1mm)	100	200	D-5
Apparent Viscosity 60C (Ps s)			D-4957
Complex Flow Index	---	0.80	D-2493
Float Test @ 60C s	1200	---	D-139
Solubility in trichloroethylene	97.5	---	D-2042
Ductility @ 25C (cm)	40	---	D-113

REQUIREMENTS:

1. **LOCATIONS/DELIVERY INSTRUCTIONS:**
   All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

   a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

   b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

   c) **Precinct #3- 7 Mile Line & Iowa Road**

   d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

2. **QUANTITY:**
   Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. **CONTRACT TERM:**
   Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein 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.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

4. **VENDORS PERFORMANCE:**
Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

5. **DEFAULT:**
The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

6. **TERMINATION:**
Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

7. **TERMS AND CONDITIONS:**
   a) 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 advantageous to the County.

   b) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

c) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) **Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").**

e) **The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and **that subcontractor has obtained the required insurance.**

f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's 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.

g) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

h) Any contract awarded to a successful bidder will be in effect until:
a) the contract expires.
b) delivery acceptance of products and/or performance of services ordered or
c) terminated by County with thirty (30) days written notice prior to cancellation.

h) All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY

8. **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:

a) 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.
   i. 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.
   ii. 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.
   iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v. 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.

b) 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 both be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) Time frame 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 contact price at the beginning of the following quarter unless a Vendor notifies the county in writing within then (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.

d) 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.

e) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: sandy.suarez@co.hidalgo.tx.us no later than Wedensday, April 24, 2013 at 5:00 p.m. Responses to said inquires will be sent to all applicants via facsimile or via e-mail by **no later than Friday, April 26, 2013 at 5:00 p.m.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County
(All funding sources, programs & entities)
"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-SGS

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2013-052-05-01-SGS

BID PAGE

Select either Option 1 or Option 2

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)	Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid $_____ /Gal.	$_____Hour

For Internal Use Only –CommodityCcode: 745-08

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2013-052-05-01-SGS

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ **FAX №:**_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINTER NAME:_____ **DATE** ____/____/____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

(All funding sources, programs & entities)

"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN 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					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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 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 & entities)
"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County
(All funding sources, programs & entities)
"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-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 email: 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

REQUEST FOR BIDS

Hidalgo County
(All funding sources, programs & entities)
"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

DRAFT SERVICE CONTRACT

REQUEST FOR BIDS

Hidalgo County
(All funding sources, programs & entities)
"MS-1 Emulsified Asphalt"

RFB No.: 2013-052-05-01-SGS

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2013-052-05-01-SGS

OPENED
9:37
5-01-13
Witnessed

BID PAGE

Select either Option 1 or Option 2

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.50 /Gal.	$ 60.00 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.70 /Gal.	$ 60.00 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.10 /Gal.	$ 60.00 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.30 /Gal.	$ 60.00 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.90 /Gal.	$ 60.00 Hour

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any)		Demurrage Charge: Will Commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., County Prepaid	$ 2.50 /Gal.	$ 60.00 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 2.70 /Gal.	$ 60.00 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.10 /Gal.	$ 60.00 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.30 /Gal.	$ 60.00 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B., County Prepaid	$ 3.90 /Gal.	$ 60.00 Hour

For Internal Use Only –CommodityCode: 745-08

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"MS-1 EMULSIFIED ASPHALT"
BID № 2013-052-05-01-SGS

BIDDER/COMPANY NAME: Performance Grade Asphalt

ADDRESS: P.O Box 6

CITY/STATE/ZIP CODE: Hitchcock/TX/77563

PHONE №: 409-986-7740 FAX №: 409-986-7950

CELLULAR №: 281-739-7757

AUTHORIZED SIGNATURE:

PRINTER NAME: Clarke DuBose DATE 04/15/2013

TITLE: manager

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2013

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

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

PRODUCER	CONTACT NAME: Patsy Beall ACSR
Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: patsy_beall@rustewing.com
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Dubose Interests, LLC, DBA: Performance Grade P. O. Box 6 Hitchcock TX 77563	INSURER A: Burlington Ins Co — 23620 INSURER B: Texas Mutual Insurance Company — 22945 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 13-14 RW GL --- **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			HGL0033474	1/17/2013	1/17/2014	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
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0012106801	2/18/2013	2/18/2014	[ ] 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 policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability and 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

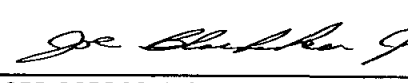
(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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Notice to Certificate Holders

After January 01, 2012 all certificate forms used in Texas have to be approved by the Texas Department of Insurance. For further information, you may contact the Public Information Office, Texas Department of Insurance, P. O. Box 149104, Austin, Texas 78714.

We are providing you a Certificate of Insurance, at our client's request, using the latest ACORD 25 – Certificate of Liability Insurance (2010/05). Prior editions have been withdrawn by ACORD and are no longer available. For further information as to ACORD requirements, you may contact ACORD by visiting their website at www.acord.org.

Please note major differences in the form now in use:

1) The cancellation box has been changed to provide notice of cancellation to the certificate holder in accordance with policy provisions and endorsements. The former language is no longer available and the new edition of the certificate cannot be altered because of copyright law.

2) We are no longer allowed to insert wording that indicates status as an additional insured, waiver of subrogation, primary and non-contributory, etc. in the space on the certificate for the Description of Operations/Locations/Vehicle that is not in compliance with the policy. We are allowed to insert the name and number of the policy forms that grant those extensions. We are also permitted to show a project name, lease number and contract number.

Any certificate of insurance that does not conform to these statutory changes must be submitted and specifically approved by the Texas Department of Insurance by the requesting certificate holder. Certificates with special wording, when approved by the TDI, will be issued an authorization number which must appear on the certificate.

We are trying to make this transition for you and our insured party as easy as possible. If you have a question or a problem with the certificate you received please call (409) 934-8000. We will try to resolve the issue as permitted by the statute.

GUERR02 OP ID: BS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/13

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.

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PRODUCER
Hunt & Associates, Inc.
701 North Post Oak, Suite 450
Houston, TX 77024
Beth Ann Botros
713-861-0707
713-861-1924

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Northfield Insurance Company
INSURER B: Southern County Mutual
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Guerra's Transport
Julieta Guerra DBA
13406 S. Thorntree Dr.
Houston, TX 77015

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		WS094955	09/18/12	09/18/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			WN119841	05/31/13	05/31/14	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	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Cargo			WN119841	05/31/13	05/31/14	Limit Ded/Theft	5,000 1,000/2,000

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

CERTIFICATE HOLDER

HILDA01

HILDAGO COUNTY
ATTN: PURCHASING DEPT
2812 S HIGHWAY BUS. 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OP ID: BS

ACORD VEHICLE SCHEDULE

DATE 5/31/2013

PRODUCER — PHONE (A/C, No, Ext): 713-861-0707
Hunt & Associates, Inc.
701 North Post Oak, Suite 450
Houston, TX 77024
Beth Ann Botros

APPLICANT (First Named Insured): Guerra's Transport

EFFECTIVE DATE	EXPIRATION DATE	DIRECT BILL	PAYMENT PLAN	AUDIT
05/31/13	05/31/14	X AGENCY BILL		

CODE: SUB CODE:
AGENCY CUSTOMER ID: GUERR02

FOR COMPANY USE ONLY

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	BODY TYPE	SYM/AGE	COST NEW
1	1996	PETERBILT	TRACTOR		$

MODEL: | V.I.N.: 1XP5DB8X7TD419885

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
SOUTH HOUSTON TX 77587			80000					500	

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC COV'G	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	X UAB	MED PAY	TOWING & LABOR	FT	X COMP	AA X	ST AMT	$1,000		TOTAL PREM
15 MILES >	FARM	SERVICE	X NO-FAULT	X UNINS MOTOR	SPEC COV'G	FTW	X COLL	$	15.000	$1,000	COLL	$

VEH #	YEAR	MAKE	BODY TYPE	SYM/AGE	COST NEW
2	1991	FRUEHAUF	TRAILER		$

MODEL: | V.I.N.: 10168636775113221

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
SOUTH HOUSTON TX 77587			00000					500	

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	X COMP	SPEC COV'G	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	X UAB	MED PAY	TOWING & LABOR	FT	X COMP	AA X	ST AMT	$1,000		TOTAL PREM
15 MILES >	FARM	SERVICE	X NO-FAULT	UNINS MOTOR	SPEC COV'G	FTW	X COLL	$	5.000	$1,000	COLL	$

VEH #	YEAR	MAKE	BODY TYPE	SYM/AGE	COST NEW
					$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC COV'G	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT	$		TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC COV'G	FTW	COLL	$		$	COLL	$

VEH #	YEAR	MAKE	BODY TYPE	SYM/AGE	COST NEW
					$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC COV'G	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT	$		TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC COV'G	FTW	COLL	$		$	COLL	$

VEH #	YEAR	MAKE	BODY TYPE	SYM/AGE	COST NEW
					$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC COV'G	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT	$		TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC COV'G	FTW	COLL	$		$	COLL	$

VEH #	YEAR	MAKE	BODY TYPE	SYM/AGE	COST NEW
					$

MODEL: | V.I.N.:

CITY, STATE, ZIP WHERE GARAGED	LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM

DRIVE TO WORK SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC COV'G	MISC DR/CR:
< 15 MILES	PLEASURE	RETAIL	UAB	MED PAY	TOWING & LABOR	FT	COMP	AA	ST AMT	$		TOTAL PREM
15 MILES >	FARM	SERVICE	NO-FAULT	UNINS MOTOR	SPEC COV'G	FTW	COLL	$		$	COLL	$

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 4, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
   All members of the Court were counted present.

2. **Pledge of Allegiance**
   Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**
   Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
   The Court moved to approve the Consent Agenda.

5. **Open Forum**
   -Fern McClaugherty expressed concerns with item the County paying travel expenses due to error on behalf of the county employee and had questions on the Agreement for debris removal between the City of Kingsville aand Hidalgo County.
   -Opal Billman discussed the settlement of her community property, being falsely imprisoned on her own proprety, etc.
   -Virginia Townsend questioned an item on Consent Agenda for roof repairs to the old Administration Building.
   -Valde Guerra informed the Court that the repairs that was previously done on the old Administration Building is for a different area.

   Juge Garcia then
   Rick Perry motel fire in the City of Houston
   4 firefighters died
   flags flown at half staff on Wednesday

6. **County Judge's Office:**

   A. Report on bills before the Texas Legislature of interest to Hidalgo County

   Rick Alvarez informed the Court that Governor Rick Perry has convened the Texas Legislature for a special session on redistricting issues and how it may affect minority groups.

   B. Update on I-69 designation

   Robert Villareal informed the Court that Intersate 2 and Interstate 69 were approved and explained that those areas will be funded by the State as well as the Federal Government. He explained how it would affect the highways located within the County, increase funding, etc.

   C. Requesting approval to appoint Mr. Robert Contreras as intern in Public Affairs Division as part of Academic Leadership Alliance

   On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

   Vote: 4 - 0 - Unanimously

7. **Executive Officer - Valde Guerra:**

3. A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a)(7)(C);

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

B. Approval of a "Sole Source Declaration" for GTE Southwest, dba, Verizon for the provision of telephone and Related services for Hidalgo County's Elected Offices, Departments, Programs and/or Agencies (all funding sources);

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase phone & related services from GTE Southwest, dba, Verizon inasmuch as this provider has proprietary/exlusive areas/zones.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

4. Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County - "MS-1 Emulsified Asphalt" through project No.: 2013-052-05-01-SGS.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote to approve Performace Grade Asphalt. Judge Garcia Abstained.

Vote: 4 - 0 - Unanimously

5. a. Requesting approval to declare as "surplus" for the purpose of destruction, with the assistance of the Hidalgo County Precinct 4 Road & Bridge) twenty two (22) total emergency/law enforcement light bars (detailed in Exhibit attached).

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

b. Requesting authorization to remove said assets from Hidalgo County Inventory List

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

6. A. Presentation for discussion, consideration and acceptance of Resolution #2013-29 by City Of Kingsville authorizing the Mayor to enter into the Mutual Benefit And Use Agreement between the City Of Kingsville and Hidalgo County thus allowing both local governments to work together for the benefit of its citizenry when able to do so; and

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 5 - 0 - Unanimously

B. Approval of the "Mutual Benefit And Use Agreement" as reviewed and approved by legal between the County Of Hidalgo and the City of Kingsville pursuant to the City's Resolution #2013-29 in connection with emergency debris removal services.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Pct. 1

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
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/30/12 RO

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: Clarke DuBose
Title: manager

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

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"*

QUANTITY (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					

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 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 ☐ 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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] 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, L.L.C.

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 HIRED AUTOS X SCHEDULED 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 N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			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

(956) 292-7612 sandy.suarez@co.hidalgo.tx

County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 30, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call
All members of the Court were counted present, with the exception of Commissioner Quintanilla.

2. Pledge of Allegiance
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer
Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda
The Court moved to approve the Consent Agenda.

5. County Judge's Office:

A. Approval of Proclamation declaring November 2012 as National Hospice and Palliative Care Month
Karina Cardoza read the Resolution into the Record.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

6. Executive Officer - Valde Guerra:

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

NO ACTION taken on items 6.A.1 & 2.

3. 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.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to include Park Resources of Mission, JG Ortiz of Weslaco; Guzman & Munoz of Mercedes;Hollis Rutledge of Mission and the Medigation Specialists, Inc. of Missouri City, Texas.

   Vote: 4 - 0 - Unanimously

4. 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).

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

5. 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.

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

6. 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).

   On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

7. 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

8 of 2.

PURCHASING DEPARTMENT
County Of Hidalgo

Bid Signed 1-15-2013

January 14, 2013

Clark Dubose, President
Performance Grade Asphalt, LLC
5320 FM 2004
Hitchcock, Texas 77563

Re: C-12-164-10-30-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt-Hidalgo County

Dear Mr. Dubose:

Pursuant to Hidalgo County Commissioners' Court action on, October 30, 2012, the above-referenced project was awarded to Performance Grade Asphalt, LLC.

In order to formalize the said agreement, the original contract has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

Rocio Villarreal
Contracts Manager

AI-40788 **Purchasing Department 10. F.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting acceptance and approval of payment for Invoice# 11324524 ($ 8,000.00) submitted by L&G Consulting Engineers, Inc. in connection to Contract# C-11-234-09-13 (WA#1-PO#663995) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

2. Requesting acceptance and approval of payment for Invoice# 11324525 ($ 9,170.82) submitted by L&G Consulting Engineers, Inc. in connection to Contract# C-11-234-09-13 (WA#2-PO# 684964) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

3. Requesting acceptance and approval of payment for Invoice# 11324529 ($ 26,070.00) submitted by L&G Engineering Laboratory in connection to Contract# C-13-178-08-20 (WA#1-PO#696996) for "Job Specific" PROJECT:"FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4.

4. Requesting acceptance and approval of payment Inv. #11324536 ($6,230.62) submitted by L&G Consulting Engineers, Inc. in connection to Cont.#C-12-126-10-16 (WA#1-PO#688820) for:"JOB SPECIFIC PROJECT"-Extension of 10th Street (SH 107 to FM 1925)" located in Hidalgo County Precinct No. 4;

BACKGROUND

Invoice# 11324524- L&G Consulting Engineers- Contract# C-11-234-09-13 (WA#1-PO#663995) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

Invoice# 11324525 ($ 9,170.82)-L&G Consulting Engineers, Inc.-Contract# C-11-234-09-13 (WA#2-PO# 684964) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

Invoice# 11324529 ($ 26,070.00)- L&G Engineering Laboratory- Contract# C-13-178-08-20 (WA#1-PO#696996) for "Job Specific" PROJECT:"FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4

Invoice#11324536 ($62,030.62) submitted by L&G Consulting Engineers, Inc. in connection to Cont.#C-12-126-10-16 (WA#1-PO#688820) for:"JOB SPECIFIC PROJECT"-Extension of 10th Street (SH 107 to FM 1925)" located in Hidalgo County Precinct No. 4;

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1341-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Available funds as of 9/27/13 (PO #663995).

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Available funds as of 9/27/13 (PO #684964).

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-124-135-0-841

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

BUDGETARY IMPACT:

Available funds as of 9/27/13 (PO #696996).

FISCAL YEAR: 2013 ACCT. #: 3-1341-431-00-124-030-0-841/731/711/

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

BUDGETARY IMPACT:

Available funds as of 9/27/13 (PO #688820).

Attachments

Inv# 11324524

Inv# 11324525

Inv# 11324529

Inv# 11324536

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/25/2013 11:17 AM
Budget & Management	Obdett Calzada	09/25/2013 03:12 PM
Olga Garza	Olga Garza	09/27/2013 04:49 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Letty Saenz Started On: 09/17/2013 08:41 AM

Final Approval Date: 09/27/2013

L&G Engineering
Transportation Consultants

September 3, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RECEIVED
SEP 03 2013
BY:

RE: FM 1925 - Work Authorization No. 1 - Limits: Kenyon Road to FM 907
PO#663995 - L&G Project#110601

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of August 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of roadway schematic, hydrological map, and schematic surveys, coordinate environmental assessment with TxDOT limited public involvement for environmental assessment, compensable utilities management oversight, and right-of-way acquisition services for the FM 1925 project (Phase I) from Kenyon Road to FM 907. The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11006 – DESIGN SCHEMATIC		**% Complete**
This task is complete.	**L&G**	**100%**
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
This task is complete.	**L&G**	**100%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	**L&G**	**100%**
FC 13020 – ROW MAP/SUB		
This task is complete.	**RODS**	**100%**
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	**L&G**	**100%**

FC 60700 – COMPENSABLE UTILITIES		**% Complete**
This task is complete.	**L&G**	**100%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

SEP 03 2013

FC 60000 – ROW ACQUISITION ADMINISTRATION	BY	
L&G Engineering visits the project site, conducts inspections, meets with project members, conducts utility investigations and updates ownership data. A preliminary property ownership status report has been completed and is reviewed and revised on a continuous basis. L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Rd, Mission, Texas 78572 has been established. The office is open during normal County & State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings continue to be held with TxDOT to discuss any issues as necessary.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%

Supplemental #1 to Work Authorization #1

FC 11006 – DESIGN SCHEMATIC		% Complete
The schematic has been approved by TxDOT. This task is complete.	L&G	100%
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	L&G	100%
FC 12001 – ENVIRONMENTAL REPORTS		
L&G submitted the Administratively Complete Environmental Assessment Reevaluation Document to TxDOT on June 28th for their review and further processing.	L&G	85%
FC 12007 – ARCHEOLOGICAL & HISTORICAL RESEARCH MANAGEMENT		
This task is complete.	L&G	100%
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH/SUB		
This task is complete.	AmaTerra	100%
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	L&G	100%
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	L&G	100%

RECEIVED
SEP 03 2013
BY:

FC 60000 – ROW ACQUISITION ADMINISTRATION		% Complete
L&G Engineering visits the project site, conducts inspections, and meets with project memebers. Property owners have been identified using appraisal tax rolls and Texas Land Records. An L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Road, Suite 10 in Mission Texas has been established. The office is open during normal County and State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings with the affected property owners with TxDOT and County are held as needed to discuss any issues.	**L&G**	**85%**
FC 60100 – TITLE SERVICES		
This task has not begun.	**L&G**	**0%**
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	**L&G**	**0%**
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	**Leonel**	**0%**
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	**L&G**	**0%**
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	**HLH**	**0%**
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	**L&G**	**0%**
FC 60500 – CLOSING SERVICES		
This task has not begun.	**L&G**	**0%**
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	**L&G**	**0%**
FC 60700 – COMPENSABLE UTILITIES		
All utilities have been identified and located. We have conducted all the project utility meetings and have placed all of the lines on the plans. This task is complete.	**L&G**	**100%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324524
INVOICE DATE: 08/31/13

RECEIVED
SEP 03 2013
BY: ZZ

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month August 2013.						
11006-Design Schem	57,600.00	57,600.00		57,600.00	100.0	
11007-Prelim ROW Req	20,000.00	20,000.00		20,000.00	100.0	
12001-EA Reports	35,000.00	35,000.00		35,000.00	100.0	
12002-Pub Involvment	20,000.00	20,000.00		20,000.00	100.0	
13002-ROW Mapping	4,500.00	4,500.00		4,500.00	100.0	
13020-ROW Map/Sub	52,500.00	52,500.00		52,500.00	100.0	
16101-Hydro Map	30,000.00	30,000.00		30,000.00	100.0	
60700-Comp Utilities	22,500.00	22,500.00		22,500.00	100.0	
60000-Row Acq. Admin	73,500.00	62,475.00		62,475.00	85.0	11,025.00
60100-Title Services	9,000.00				0.0	9,000.00
60200-Appraisal Srv	10,500.00				0.0	10,500.00
60220-Appraisal/Sub	30,000.00				0.0	30,000.00
60300-Appraisal Rvw	6,375.00				0.0	6,375.00
60330-Appr. Rev/Sub	5,625.00				0.0	5,625.00
60400-Parcel Negtion	48,000.00				0.0	48,000.00
60500-Clsng Srvs Fee	3,000.00				0.0	3,000.00
60600-Aprsal Update	1,500.00				0.0	1,500.00
TOTALS:	429,600.00	304,575.00	0.00	304,575.00	70.9	125,025.00
11006-Design Schem	5,040.00	5,040.00		5,040.00	100.0	
11007-Prelim ROW Req	12,000.00	12,000.00		12,000.00	100.0	
12001-EA Reports	50,000.00	42,500.00		42,500.00	85.0	7,500.00
12007-Arch & Hist	11,184.42	11,184.42		11,184.42	100.0	
12070-Arc & Hist/Sub	8,815.58	8,815.58		8,815.58	100.0	
13002-ROW Map	25,000.00	25,000.00		25,000.00	100.0	
16101-Hydro Map	5,000.00	5,000.00		5,000.00	100.0	
60000-ROW Admin	24,500.00	20,825.00		20,825.00	85.0	3,675.00
60100-Title Services	3,000.00				0.0	3,000.00
60200-Appraisal Srv	3,500.00				0.0	3,500.00
60220-Appraisal/Sub	10,000.00				0.0	10,000.00
60300-Appraisal Rev	1,750.00				0.0	1,750.00
60330-Appr. Rev/Sub	2,250.00				0.0	2,250.00
60400-Parcel Negtion	17,500.00				0.0	17,500.00
60500-Clsng Srvs Fee	1,000.00				0.0	1,000.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324524
INVOICE DATE: 08/31/13
PAGE: 2

RECEIVED
SEP 03 2013
BY: ZZ

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
60600-Apprsal Update	500.00				0.0	500.00
60700-Comp. Utilites	40,000.00	32,000.00	8,000.00	40,000.00	100.0	
TOTALS:	650,640.00	466,940.00	8,000.00	474,940.00	70.9	175,700.00

ORIGINAL CONTRACT SUM	$	429,600.00
CHANGE BY CHANGE ORDER	$	221,040.00
CONTRACT SUM TO DATE	$	650,640.00
TOTAL COMPLETED TO DATE	$	474,940.00
LESS PREVIOUS INVOICES	$	466,940.00
CURRENT PAYMENT DUE	$	8,000.00

PROJECT MANAGER'S SIGNATURE

3-1341 431-00-124-076-0-841
Pct. # 1365
Pur. Req. # 203051
P.O. # 663995

Invoice Received By: on 9/3/13
Goods/Services Received By: on 9/3/13

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

7/23/2013

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015		
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Work Authorization No. 1																															
Environmental Clearance																															
Approval by TxDOT/FHWA - FONSI	L&G																														
ROW Clearance																															
Consumation of Cases - ROW Purchase Finalized	L&G																														
Work Authorization No. 2																															
Field Survey For Design & Construction																															
Obtain Right of Entry (Surveying)	RODS																														
Design Surveys	RODS																														
Update DTM & Planimetrics	RODS																														
Provide Field Books	RODS																														
Provide Sealed Survey Data Sheets	RODS																														
PS&E Development																															
Outfall Coordination with HCDD #1	L&G																														
30% PS&E Submittal w/Signal Design	L&G																														
60% PS&E Submittal w/Signal Design	TxDOT																														
90% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	L&G																														
95% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	TxDOT																														
100% Mylars Submittal w/Signal Design	L&G																														
TxDOT Plan Set Approval	TxDOT																														
Utility Coordination																															
Plan of Adjustment, Development and Review	L&G																														
Execution of 2-Party Standard Utility Agreement	COUNTY																														
Utility Adjustment	COUNTY																														
Construction Management																															
TxDOT Let Project (Est. Earliest Date: February 2014)	TxDOT																														
TxDOT Construction Duration	TxDOT																														
L&G Construction Management	L&G																														

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING

L&G Engineering
Transportation Consultants

September 3, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RECEIVED
SEP 0 3 2013
BY:

RE: FM 1925 N. Alamo Rd. Extension - Work Authorization No. 2
PO#684964 - L&G Project#110602

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of August 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of the surveys, PS&E, utilities adjustments and construction management for the FM 1925 project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road.). The following is a narrative of the progress report for this work authorization.

Work Authorization#2

FC 15001 – ROADWAY DESIGN SURVEY		**% Complete**
The surveyor has provided the survey data which has been reviewed by L&G. L&G has coordinated the tie-downs of the existing utility lines with the surveyor. This task is complete.	**L&G**	**100%**
FC 15010 – ROADWAY DESIGN SURVEY/SUB		
The surveyor has provided all of the topographic survey data (2D, 3D, DTM & ASCII) and has begun to tie down the utility lines' vertical data. This task is complete.	**RODS**	**100%**
FC 16001 – PS&E DESIGN		
L&G Engineering has finalized all of the plan sheets and has submitted them along with the complete 90% PS&E package to TxDOT on August 30th.	**L&G**	**90%**
FC 16205 – SIGNAL DESIGN		
The design is complete and has been included with the 90% PS&E package submittal to TxDOT on August 30th.	**L&G**	**90%**
FC 16307 – UTILITIES (PERMITTED)		
L&G Engineering has identified and field verified all utilities on the project. They have been drawn up and have been included with the 90% PS&E package submittal to TxDOT on August 30th.	**L&G**	**90%**
32001 – CONSTRUCTION MANAGEMENT		
This task has not yet begun.	**L&G**	**0%**

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324525
INVOICE DATE: 08/31/13

RECEIVED
SEP 03 2013
BY: VL

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110602
FM 1925 N. Alamo Rd. Extension
WA#2
PO#684964

Engineering services for the month of August 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
15001-Rdwy Dsgn Surv	41,218.00	41,218.00		41,218.00	100.0	
15010-Rdwy Survy/Sub	26,792.00	26,792.00		26,792.00	100.0	
16001-Rdwy Design	348,018.00	306,255.84	6,960.36	313,216.20	90.0	34,801.80
16205-Signal Design	72,019.00	63,376.72	1,440.38	64,817.10	90.0	7,201.90
16307-Utl(Permitted)	38,504.00	33,883.52	770.08	34,653.60	90.0	3,850.40
32001-Const. Mgmt	74,009.00				0.0	74,009.00
TOTALS:	600,560.00	471,526.08	9,170.82	480,696.90	80.0	119,863.10

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	600,560.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	600,560.00
TOTAL COMPLETED TO DATE	$	480,696.90
LESS PREVIOUS INVOICES	$	471,526.08
CURRENT PAYMENT DUE	$	9,170.82

3-1342 431-00-124-0760-841
Pct. # 1744
Pur. Req. # 227054
P.O. # 684964 AB

Invoice Received By: on 9/3/13
Goods/Services Received By: on 9/3/13

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

8/26/2013

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015		
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
Work Authorization No. 1																															
Environmental Clearance																															
Approval by TxDOT/FHWA - FONSI	L&G																														
ROW Clearance																															
Consumation of Cases - ROW Purchase Finalized	L&G																														
Work Authorization No. 2																															
Field Surveys For Design & Construction																															
Obtain Right of Entry (Surveying)	RODS																														
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TxDOT Review	TxDOT																														
100% Mylars Submittal w/Signal Design	L&G																														
TxDOT Plan Set Approval	TxDOT																														
Utility Coordination																															
Plan of Adjustment, Development and Review	L&G																														
Execution of 2-Party Standard Utility Agreement	COUNTY																														
Utility Adjustment	COUNTY																														
Construction Management																															
TxDOT Let Project (Est. Earliest Date: February 2014)	TxDOT																														
TxDOT Construction Duration	TxDOT																														
L&G Construction Management	L&G																														

L&G ENGINEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING

12

L&G Engineering
Transportation Consultants

September 3, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

SEP 03 2013
BY: VZ

RE: FM 2220 (Ware Rd.) Project – Work Authorization No. 1
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM 676)
PO#696996 - L&G Project#130701

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of August 2013.
- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consist of engineering services required for the preparation of Environmental Assessment, Public Involvement and to complete the ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676). The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 12001 – ENVIRONMENTAL ASSESSMENT REPORTS		**% Complete**
L&G has begun to draft the Biological Impact Evaluation (BIE) report for submittal to TxDOT upon completion of the public involvement phase of the project.	**L&G**	**10%**
FC 12002 – PUBLIC INVOLVEMENT		
This task has not begun.	**L&G**	**0%**
FC 12007 – ARCHEOLOGICAL/HISTORICAL RESEARCH		
This task has not begun.	**L&G**	**0%**
FC 12008 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING		
L&G met with TxDOT, City of McAllen and Hidalgo County to develop the scope of the project in order to develop the Environmental Scoping Document and develop a timeline for the public meeting and submittal of the Administratively Complete Environmental Document. L&G developed the Scoping Document and submitted to TxDOT for review and approval. L&G is waiting for approval. L&G developed a mailing list at TxDOT's request, of stakeholders and adjacent property owners along Ware Road for mail outs for the upcoming public meeting which will be held in October. The list was compiled and formatted and verified utilizing Carson Maps, white pages and Melissa Databases.	**L&G**	**30%**
FC 12009 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING/HEARING FOR ROW ACQUISITION		
TxDOT provided Hidalgo County with a draft copy of the schematic. L&G reviewed the schematic and provided comments regarding left turning movements for busses and intersection improvements.	**L&G**	**10%**

FC 13002 – RIGHT-OF-WAY MAP		
TxDOT provided the ROW design files for review. L&G reviewed the files and provided comments on corner clips and requested all of the survey files when finalized in order to begin to develop the ROW map.	**L&G**	**10%**
FC 13020 – RIGHT-OF-WAY MAP – SUB		
This task has not begun.	**STIG**	**0%**

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,
L&G Engineering

Velma N. Garcia
Project Manager

RECEIVED
SEP 03 2013
BY:

Attachments

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324529
INVOICE DATE: 08/31/13

RECEIVED
SEP 03 2013
BY:

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 130701
FM 2220 (Ware Rd.) Project
WA#1 - PO#696996
Mile 3N to Mile 5N

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2013.						
12001-EA Reports	120,000.00		12,000.00	12,000.00	10.0	108,000.00
12002-Pub Involvment	25,000.00				0.0	25,000.00
12007-Arch/Hist Res	35,000.00				0.0	35,000.00
12008-Eng Tech Mtgs	25,000.00		7,500.00	7,500.00	30.0	17,500.00
12009-Eng Tech/ROW	25,000.00		2,500.00	2,500.00	10.0	22,500.00
13002-ROW Mapping	40,700.00		4,070.00	4,070.00	10.0	36,630.00
13020-ROW Map/Sub	118,400.00				0.0	118,400.00
TOTALS:	389,100.00	0.00	26,070.00	26,070.00	6.7	363,030.00

ORIGINAL CONTRACT SUM	$	389,100.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	389,100.00
TOTAL COMPLETED TO DATE	$	26,070.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	26,070.00

PROJECT MANAGER'S SIGNATURE

3-1315-431-00-124-135-0-841
Pct. # 1046
Pur. Req. # 240672
P.O. # 696996 WA#3

Invoice Received By: on 9/3/13
Goods/Services Received By: on 9/3/13

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

22

TASK AND DESCRIPTION	ENTITY	2013					2014											2015											2016						
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																																					
Environmental Work																																					
County Hires Eng Consultant for EA Work	County																																				
TxDOT's First Public Meeting	TxDOT																																				
EA Document	County																																				
Environmental Decision	TxDOT																																				
ROW Map																																					
ROW Map Development	County																																				
Phase II: ROW Acq (Est. 37 Parcels)																																					
TxDOT Release of ROW																																					
ROW Release	TxDOT																																				
ROW Acquisition																																					
County Acquires ROW (Est. 37 Parcels)	County																																				
Compensable Utilities Adjustment																																					
Adjust Utilities	County																																				
Phase III: Construction																																					
Project Letting																																					
TxDOT Advertise for Letting	TxDOT																																				
Let Project (Est. Earliest Date: July 2016)	TxDOT																									Estimated 37 Months Construction Duration										

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

8:34 AM8/29/2013

L&G Engineering
Transportation Consultants

September 3, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: 10th Street Extension - Work Authorization No. 1 - Limits: SH 107 to FM 1925
PO#688820 - L&G Project#120901

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of August 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of environmental assessment with TxDOT, public involvement, schematic, design, ROW mapping, compensable utilities management oversight, for the 10th Street Extension Project from SH 107 to FM 1925.

Our office has been closely coordinating the subject Project with your office and all the work associated with our **"Lump Sum Contract"**. The majority of the estimated Work Authorization No.1 has been completed to the satisfaction of your office. The original estimate was to sub out the ROW Map with this project. The distribution of work between L&G Engineering and subcontractor has been identified after the Public Meeting was held and schematic submitted to TxDOT. The attached invoice reflects the redistributing of money for this lump sum contract.

The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11005 – PHASE I – COMPENSABLE UTILITIES		**% Complete**
L&G Engineering has identified all of the compensable utilities on the preliminary Schematic of record with the Railroad Commission. We have verified their physical existence on the ground and confirmed them through aerial imagery. We have begun the adjustment coordination process with the Utility Companies (initial correspondence, request for proof of property interest, etc…) and are receiving reports for the utility companies and adjusting the maps accordingly. This task is complete.	**L&G**	**100%**
FC 11006 – DESIGN SCHEMATIC		
L&G has finalized the schematic based on the comments from the Public Meeting and submitted it to TxDOT for approval on August 19th.	**L&G**	**95%**
FC 11007 – PRELIMINARY RIGHT OF WAY		
L&G Staff have generated all of the property owners along both sides of the project as identified on the appraisal district. From the carson maps and county records we have identified the subdivisions of record and plotted the existing ownership of the existing 10th extension. The preliminary schematic shows all property owners along the corridor. In addition we have utilized this date to estimate the total number of parcels needed to acquire as requested by the auditor's office. This information will be used for the Public Meeting Notices and shown on the Schematic. This task is complete.	**L&G**	**100%**

SEP 0 3 2013

FC 12001 – ENVIRONMENTAL REPORTS		
L&G has completed the Biological Impact Evaluation; however, is waiting for traffic data to submit the document to TxDOT.	**L&G**	**55%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 12008 – ENGINEER FOR PUBLIC MEETINGS		
This task is complete.	**L&G**	**100%**
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH SUB		
The Archeological Report is clear and this task is complete. The Historical Survey was conducted on August 20, 2013 and the report is being completed for submittal to TxDOT.	**Amaterra**	**11.6%**
FC 13002 – RIGHT OF WAY MAPPING		
L&G has developed the preliminary ownership map for the needed ROW Map and completed contracts with our sub.	**L&G**	**10%**
FC 13020 – RIGHT OF WAY MAPPING/SUB		
No work has been completed on this task to date.	**L&G**	**0%**
FC 16101 – HYDROLOGICAL MAP		
L&G Engineers has refined the hydrologic map based on the comments from the public meeting and is finalizing the coordination with HCDD #1.	**L&G**	**95%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324536
INVOICE DATE: 08/31/13

RECEIVED
SEP 03 2013
BY: ZZ

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 120901
10th Street Extension Project
WA#1 - P.O.#688820
C-12-126-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2013.						
11005-Ph. I Comp Uti	86,761.53	86,761.53		86,761.53	100.0	
11006-Design Schem	118,815.08	112,874.33		112,874.33	95.0	5,940.75
11007-Prelim ROW	20,017.05	20,017.05		20,017.05	100.0	
12001-EA Reports	95,024.83	52,263.66		52,263.66	55.0	42,761.17
12002-Pub Involvment	20,019.67	20,019.67		20,019.67	100.0	
12008-Engr/Pub Mtgs	20,005.84	20,005.84		20,005.84	100.0	
12070-Arch & Hist	23,256.70	2,699.61		2,699.61	11.6	20,557.09
13002-ROW Mapping	62,306.22		6,230.62	6,230.62	10.0	56,075.60
13020-ROW Map/Sub	145,600.00				0.0	145,600.00
16101-Hydro Map	30,017.18	28,516.32		28,516.32	95.0	1,500.86
TOTALS:	621,824.10	343,158.01	6,230.62	349,388.63	56.2	272,435.47

ORIGINAL CONTRACT SUM	$	621,824.10
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	621,824.10
TOTAL COMPLETED TO DATE	$	349,388.63
LESS PREVIOUS INVOICES	$	343,158.01
CURRENT PAYMENT DUE	$	6,230.62

PROJECT MANAGER'S SIGNATURE

3-1341 431-00-124-0300-841/731/711
Pct. # 387
Pur. Req. # 232402
P.O. # 688820 MAT

Invoice Received By: on 9/3/13
Goods/Services Received By: on 9/3/13

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015										
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV
10th Street Extension																																						
Phase I: EA / PI / Schem. (SH 107 - FM 1925)																																						
Develop Alternatives & Matrix	L&G																																					
Select TPA	L&G																																					
Finalize Schematic	L&G																																					
TxDOT Review & Revisions	TxDOT																																					
TxDOT Approval	TxDOT																																					
Public Involvement																																						
Advertise & Conduct Public Meeting	L&G																																					
Environmental Clearance																																						
Prepare Environmental Document	L&G																																					
Submit Final Draft Document	L&G																																					
Agency Review & Revisions	TxDOT																																					
Environmental Decision	TxDOT																																					
Phase II: PS&E & ROW Map																																						
PS&E (SH 107 - FM 1925)																																						
Obtain Right of Entry (Surveying)	STIG																																					
Design Surveys	STIG																																					
Update OTM & Planimetrics	STIG																																					
Provide Field Books	STIG																																					
Provide Seated Survey Data Sheets																																						
PS&E (SH 107 - FM 1925)																																						
Compensable Utility Oversight	L&G																																					
Outfall Coordination with HCDD #1	L&G																																					
30% PS&E Completion	L&G																																					
60% PS&E Completion	L&G																																					
90% PS&E Completion	L&G																																					
TxDOT Approval	TxDOT																																					
ROW Plan (SH 107 - Schunior Ave.)																																						
Prepare ROW Map	L&G																																					
TXDOT Review & Revisions	TxDOT																																					
TxDOT Approval	TxDOT																																					
TXDOT RELEASE OF ROW																																						
ROW Release by TxDOT	TxDOT																																					
Phase II: ROW Acq. (SH 107 - Schunior)*																																						
ROW Acquisition (Approx. 52 parcels)	L&G																																					
Proposed Letting (SH 107 - FM 1925)																																						
Let Project (Est. Earliest Date: November 2015)	TxDOT																																					
(Dependent on Availability of Funds)																																						

* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

AI-40792 **Purchasing Department 10. G.**

CC CONSENT

Meeting Date: 10/02/2013

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer Cruz-Hogan Consultants Inc., for: "Hidalgo County Precinct No. 2 -"Reconstruction of Eldora and Sgt. Trevino Roads Including Canal Crossing "RFB No. 2013-293-SMA

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	10/05/13 and 10/12/13
2	Pre-Bid Conference	10/16/13 @ 2:00 PM
3	**Bid Openings**	10/23/2013

Contract format has been formally reviewed by legal and will have a second review prior to finalizing award.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-091-0-841

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

BUDGETARY IMPACT:

Funds available as of 9/26/13.

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-006-0-540

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

BUDGETARY IMPACT:

Req# 243955

Attachments

bid book

plans

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/25/2013 11:17 AM
Budget & Management	Obdett Calzada	09/25/2013 03:23 PM
Glinda Pacheco	Glinda Pacheco	09/26/2013 01:16 PM
Auditor's Office	Monica Badillo	09/27/2013 05:24 PM

Form Started By: Sandra Montalvo Started On: 09/17/2013

Final Approval Date: 09/27/2013

HIDALGO COUNTY PRECINT NO. 2
&
CITY OF SAN JUAN

BID CONTRACT DOCUMENTS AND SPECIFICATIONS

LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS

Bid No. _____

CITY COMMISSION

San Juanita Sanchez	Mayor
Armando Garza, Jr.	Mayor Pro-Tem
Robert "Bob" Garza	Commissioner
Luis Ramos	Commissioner
Eddie Suarez.	Commissioner
J.J. Rodriguez	City Manager

HIDALGO COUNTY OFFICIALS

Ramon Garcia	County Judge
A.C. Cuellar, Jr.	Commissioner Pct. 1
Hector "Tito" Palacios	Commissioner Pct. 2
Joe M. Flores	Commissioner Pct. 3
Joseph Palacios	Commissioner Pct. 4

Prepared by:

CRUZ-HOGAN *Consultants, Inc.*

McAllen • Harlingen

Firm Registration Number: F-4860

SEPTEMBER 2013

THIS DOCUMENT IS PRELIMINARY AND IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND MARK-UP ONLY UNDER THE AUHORITY OF ROLANDO CRUZ, P.E. NO. 55459 ON SEPTEMBER 17, 2013

TABLE OF CONTENTS

BID NO. _____

HIDALGO COUNTY PRECINCT NO. 2 / CITY OF SAN JUAN
LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT
ELDORA & SGT. LEONEL TREVIÑO ROADS

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Governing Specifications & Special Provisions

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

19) **Exhibit E**
    - **a.** Checklist
    - **b.** Change Order
    - **c.** Payment of Application

d. Estimate Quantity Update
e. Schedule of Values
f. Contract Time Statement
g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2/THE CITY OF SAN JUAN with sealed bids on: **LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS BID NO. _____.**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained by may be obtained from the office of CRUZ-HOGAN CONSULTANTS, INC., Phone No. **(956) 682-5022** for the amount of **$150.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, _____ DATE _____ at 2:30 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **BID NO. _____ –"LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted **until 9:30 a.m. on Wednesday,** _____ DATE _____ 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 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 sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the __ of _____, 200____.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO:**_____

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2/CITY OF SAN JUAN–LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID NO. HIDALGO COUNTY PRECINCT NO. 2/CITY OF SAN JUAN–LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH, DATE, 2XXX. 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 NO. - HIDALGO COUNTY PRECINCT NO. 2/CITY OF SAN JUAN–LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. 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

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY PRECINCT NO. 2/CITY OF SAN JUAN–LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS"** 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:

Marcie Jackson, Administrative Assistant
Hidalgo County Precinct #2
302 East State
Pharr, Texas 78577
(956) 787-1891

18. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2____**
Award of Contract	_____, 2____
Commence Work or Deliver Products	_____, 2____

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY/CITY OF SAN JUAN
"LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS"

BID NO.: _____

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 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: _____

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

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 _____date_____ 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/ City of San Juan – Lowering of Canal Crossings & Road Widening at Eldora & Sgt Leonel Treviño Roads**.

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 (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): Bid No. _____
Lowering of Canal Crossings & Road Widening
At Eldora & Sgt. Leonel Treviño Roads

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has 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.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Cruz-Hogan Consultants, Inc., 605 E. Violet, Ste. 5, McAllen, Texas 78504, Attn: Ronnie Cruz, P.E.** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID FORM

BID FORM

BID NO. _____

HIDALGO COUNTY PRECINCT NO. 2 / CITY OF SAN JUAN
LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT
ELDORA & SGT. LEONEL TREVIÑO ROADS

ELDORA ROAD CANAL CROSSING

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
100	10	STA	Preparation of Street R.O.W.	Dollars Cents	$	$
247	4,665	SY	10" Flexible Base Material (Type D, Grade 6)	Dollars Cents	$	$
260	4,665	SY	6" Lime Stabilization of Subgrade (5% Lime, 42 lbs/sy)	Dollars Cents	$	$
310	4,665	SY	Prime Coat (.20 gal/sy)	Dollars Cents	$	$
340	4,665	SY	2" Compacted H.M.A.C. (Type D)	Dollars Cents	$	$
420	1	EA	Down Drain at Drain Ditch	Dollars Cents	$	$
464	240	LF	72" RCP Class III	Dollars Cents	$	$
464	190	LF	24" RCP Class III	Dollars Cents	$	$
464	90	LF	18" RCP Class III	Dollars Cents	$	$
464	120	LF	12" RCP Class III	Dollars Cents	$	$
465	5	EA	Type "A" Precast Concrete Inlet	Dollars Cents	$	$
465	1	EA	Modify Type "C" Inlet into Type "A" Inlet (STA 9+42)	Dollars Cents	$	$
465	1	EA	4' Concrete Storm Manhole	Dollars Cents	$	$
529	1,710	LF	24" Concrete Curb & Gutter	Dollars Cents	$	$
529	145	LF	6' Valley Gutter (4000 PSI)	Dollars Cents	$	$
530	48	SY	4" Thick Concrete Driveway (3000 PSI)	Dollars Cents	$	$

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
530	190	SY	Asphalt Driveway (1 ½ inch H.M.A.C. with 6" Caliche)	Dollars Cents	$	$
531	940	SY	5' Wide by 4" Thick Concrete Sidewalk (3000 PSI)	Dollars Cents	$	$
531	7	EA	Handi-cap Ramps	Dollars Cents	$	$
644	5	EA	Relocate Stop Signs, Pedestrian Crossing, & School Zone Sign Assemblies	Dollars Cents	$	$
666	75	LF	24" Wide White Stop Bar	Dollars Cents	$	$
666	516	LF	12" Wide White Crosswalk Striping	Dollars Cents	$	$
666	88	LF	12" Wide Yellow Striping for Median Transitions	Dollars Cents	$	$
666	100	LF	8" Wide Solid White Line for Turning Lane	Dollars Cents	$	$
666	1,975	LF	4" Wide Solid Yellow Centerline	Dollars Cents	$	$
666	200	LF	4" Wide Broken Yellow Lane Line	Dollars Cents	$	$
668	2	EA	Pre-fabricated "ONLY" Markings as per Plans	Dollars Cents	$	$
668	6	EA	Pre-fabricated Arrows for Turn Lane as per Plans	Dollars Cents	$	$
See Plans	1	LS	Temporary By-pass Operations. To include 72" Galvanized CMP pipe, bedding, temporary dams, night-time operations, coordination with Irrigation District No. 2, removal of all by-pass structures, and grading to original conditions. All complete in place.	Dollars Cents	$	$
CHC 02400	80	LF	12" DR 18, C900 Water Line	Dollars Cents	$	$

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
CHC 02400	4	EA	12" 90° Elbow DR 18, C900 Water Line	Dollars Cents	$	$

SUBTOTAL – ELDORA ROAD CANAL CROSSING	$

SGT. LEONEL TREVIÑO CANAL CROSSING

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
100	4.2	STA	Preparation of Street R.O.W.	Dollars Cents	$	$
247	1,560	SY	10" Flexible Base Material (Type D, Grade 6)	Dollars Cents	$	$
260	1,560	SY	6" Lime Stabilization of Subgrade (5% Lime, 42 lbs/sy)	Dollars Cents	$	$
310	1,560	SY	Prime Coat (.20 gal/sy)	Dollars Cents	$	$
340	1,560	SY	2" Compacted H.M.A.C. (Type D)	Dollars Cents	$	$
420	1	EA	Down Drain at Drain Ditch	Dollars Cents	$	$
420	92	LF	Concrete Retaining Wall (4000 PSI)	Dollars Cents	$	$
464	488	LF	72" RCP Class III	Dollars Cents	$	$
464	180	LF	48" RCP Class III	Dollars Cents	$	$
464	146	LF	12" RCP Class III	Dollars Cents	$	$
465	2	EA	Type "A" Precast Concrete Inlet	Dollars Cents	$	$
465	1	EA	4' Concrete Storm Manhole	Dollars Cents	$	$
529	460	LF	24" Concrete Curb & Gutter	Dollars Cents	$	$
529	146	LF	24" Valley Gutter (4000 PSI)	Dollars Cents	$	$
530	118	SY	Asphalt Driveway (1 ½ inch H.M.A.C. with 6" Caliche)	Dollars Cents	$	$
531	552	SY	5' Wide by 4" Thick Concrete Sidewalk (3000 PSI)	Dollars Cents	$	$

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
644	1	EA	Relocate Solar Powered School Zone Sign	Dollars Cents	$	$
666	30	LF	12" Wide White Crosswalk Striping	Dollars Cents	$	$
666	150	LF	4" Wide Broken Yellow Lane Line	Dollars Cents	$	$
666	386	LF	4" Wide Solid White Lane Line	Dollars Cents	$	$
SS4061	1	EA	18" Series 6400 Model 20-10-C Slide Gate for Irrigation Line. Fresno or Equal.	Dollars Cents	$	$
See Plans	1	EA	Temporary By-pass Operations. To include 72" Galvanized CMP pipe, bedding, temporary dams, night-time operations, coordination with Irrigation District No. 2, removal of all by-pass structures, and grading to original conditions. All complete in place.	Dollars Cents	$	$
CHC 02400	340	LF	15" DR 25 Raw Water Line	Dollars Cents	$	$
CHC 02400	4	EA	15" 45° Elbow DR 25 Raw Water Line	Dollars Cents	$	$
CHC 02400	130	LF	18" DR 18, C900 Water Line for Irrigation Line Relocation	Dollars Cents	$	$
CHC 02400	1	EA	18" 90° Elbow DR 18, C900 Water Line for Irrigation Line Relocation	Dollars Cents	$	$
CHC 02400	2	EA	18" 45° Elbow DR 18, C900 Water Line for Irrigation Line Relocation	Dollars Cents	$	$

SUBTOTAL – SGT. LEONEL TREVIÑO ROAD CANAL CROSSING	**$**

MISCELLANEOUS

TxDOT Item No.	Est. Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
402	1,850	LF	Trench Safety for Drainage Line, Crossings, Water Lines, Etc.	Dollars Cents	$	$
502 508	2	MO	Traffic Control to include Barricades, Signs, Detours, & Traffic Handling	Dollars Cents	$	$
506	1	LS	Temporary Soil Erosion Control	Dollars Cents	$	$
CHC 02000	1	LS	Surveying for Project	Dollars Cents	$	$

SUBTOTAL – MISCELLANEOUS	**$**

BID SUMMARY

Subtotal – Eldora Road Canal Crossing	$
Subtotal – Sgt. Leonel Treviño Road Canal Crossing	$
Subtotal – Miscellaneous	$
TOTAL BID (In Figures)	$
TOTAL BID (In Words): _____	

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **60 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

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 / CITY OF SAN JUAN
LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT
ELDORA & SGT. LEONEL TREVIÑO ROADS

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 _____, 2_____.

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
BID NO. _____

This Agreement, entered into this _____day of _____, 2___ 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:

LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents 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 Cruz-Hogan Consultants, Inc., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **60 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2_____.

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 _____,

2_____, 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

DRAFT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3)_____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____ _____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #2 / CITY OF SAN JUAN
LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT
ELDORA & SGT. LEONEL TREVIÑO ROADS

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) Secretary

(Seal)

_____
Witness as to Principal

_____
(Address)

Principal_____
By_____

(Address)_____

Telephone Number:_____

_____
Surety

ATTEST:

_____
(Surety) Secretary

(Seal)

_____
Witness as to Surety

By_____

(Address)_____

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 / CITY OF SAN JUAN
LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT
ELDORA & SGT. LEONEL TREVIÑO ROADS

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 (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 ☐ CL E ☐ 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm CRUZ-HOGAN CONSULTANTS, INC., 605 E. Violet, Ste. 5, McAllen, Texas 78504.

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 instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

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.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be 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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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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 performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty 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.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

Technical Specifications

TECHNICAL SPECIFICATIONS

SECTION		NO. OF PAGES
DIVISION 2 - SITE WORK		
02000	CONSTRUCTION SURVEYING AND STAKING	1
02400	WATERLINES & APPURTENANCES	6

SECTION 02000

CONSTRUCTION SURVEYING AND STAKING

The Contractor will be responsible for the construction surveying and staking of all work shown on the plans and indicated below and for all work required for the completion of drainage and street improvements.

The Contractor shall employ the services of a REGISTERED SURVEYOR or a competent person to do all the construction surveying and staking. Contractor shall submit, to the Engineer, the name of registered surveyor or surveying firm or person which is proposed to perform these surveying services.

Engineer will provide the following.

1. Centerline points of right-of-way at 100 foot intervals. Centerline points will be marked and stationed prior to contractor start.

2. Bench mark elevations at selected points of project.

Contractor will provide the minimum surveying and staking services stated below.

1. STORM DRAINAGE SYSTEM

   Storm drainage main lines are to be staked at 50 foot intervals. Hub stakes, with station laths, showing flow line elevations shall be installed at required off-set dimension so as not to be disturbed during the excavation work. All manholes, structures, inlets and etc. are also to be staked.

2. PAVING

   Curb and gutter are to be staked at 50 foot intervals. Hub stakes, with station laths, shall be installed at required off-set dimension so as not to disturbed during excavation work. Prepared Cut/Fill sheets shall be provided to the Engineer by Contractor.

   All subgrade, grade and "Blue top" hub installation and grade elevations shall be done by Contractor.

3. WATERLINES AND WATER SYSTEM

   Location of waterline mains are to be staked at 50 foot intervals. All valves, bends, tees and etc. are also to be staked.

4. SANITARY SEWER LINES AND SYSTEM

   Sanitary sewer main lines and pressure force mains are to be staked at 50 foot intervals. Hub stakes showing flow line elevations shall be installed at required off-set dimension so as not to be disturbed during the excavation. Registered Surveyor is to determine the flow line elevation of the sanitary sewer lines and calculate the required "cut" at each 50 foot interval. All manholes, lift stations, line bends and etc. are also to be staked.

   The Contractor is to prepare a "cut/fill" sheet to be used by the Contractor during the excavation work and the installation of the sanitary lines.

END OF SECTION

SECTION 02400

WATERLINES AND APPURTENANCES

1.01 DESCRIPTION

This item shall be consist of all materials and work necessary for the installation of all water mains and piping, valves, fittings fire hydrants and appurtenances.

1.02 PIPING

A. 4" Through 12" Piping.

All four inch (4") through six inch (6") pipe shall be PVC C900, (DR 18), Class 150 pipe meeting the requirements of AWWA C900, or as otherwise indicated on plans, with bell and spigot push together rubber gasketed joints. JM Eagle "Blue Brute" with "Ring-Tite" flexible rubber rings, Certainteed "Vinyl-Iron" with "Fluid-Tite" gaskets, or approved equal.

B. 16" and 20" Piping.

1. PVC, PR165, Molecularly Oriented, Poly Vinyl Chloride (PVCO). Pipe shall conform to AWWA C-909, latest revision.Upon or ETI Company Ultra-blue CIOD or equal.

OR

2. Large diameter PVC pressure pipe DR-25, 165 PSI pressure rating with bell and spigot push together rubber gasketed joints. Pipe shall conform to AWWA C-905, latest revision. J-M Pipe "Big Blue", Certainteed "Water Transmission Pipe" or approved equal.

C. Ductile Iron Piping

Ductile iron pipe, with push-on joints, shall be pressure Class 350 and in accordance with AWWA C151A21.51 specifications. Rubber gaskets shall conform to AWWA C111/A21.11 standards. U.S. Pipe Tyton Joint or equal.

Ductile iron pipe, with flanged joints, shall be Class 54 and be in accordance with AWWA C151/A21.5 specifications. Threads for the threaded flanged pipe shall conform to ANSI B2.1. U.S. Pipe Flanged Pipe or equal.

All ductile iron pipe shall have a cement mortor lining in accordance with AWWA specification C104. Outside shall have coal tar coating and shall be wrapped with polyethylene 8 mill encasement wrap and tied before laying or installation through pipe casings. Polyethylene encasement wrap shall conform to AWWA C105, latest revision.

1.03 VALVES

A. GATE VALVES

Gate valves shall conform to AWWA C-509, or latest revision. Gate valves shall be resilient seated wedge. Gate valves shall be iron body with resilient rubber seat ring no rising stem, with o-ring seals. The wedge shall be covered with rubber. All internal and external ferrous surface of the valve, including the interior of the gate, shall be coated with epoxy having a minimum thickness of 8 mils. Coating to be applied to castings prior to assembly to insure all exposed areas, including bolt holes and flange face surfaces, will be covered. All gates valves shall be wrapped with two layer of 6 mils (min.) polyethylene plastic. Valves to have flange, mechanical joint or push-on ends as otherwise indicated

on plans. Ends shall conform to the Standard Specification of the American Standards Association.

American Darling CRS-80- NRS or approved equal.

Valve interior coating must meet or exceed ANSI/AWWA C-350-90.

The coating material must be for use in a drinking water system, shall be formulated from materials deemed acceptable in the Food and Drug Administration Document, Title 21 of the Code of Federal Regulation on Food Additives, Section 175.300. Resinous and polymeric coating, or the coating material shall be shown to be suitable for contact with drinking water by the manufacturer, or coating manufacturer.

B. BUTTERFLY VALVES

Butterfly valves shall be designed, manufactured, and tested in accordance with AWWA C504, latest revision. Valve body shall be Class 150 cast iron or ductile iron. Ends shall be flanged and include all jointing accessories for jointing valves to waterline. Provide flanged by mechanical joint adapters with valve. Butterfly valves are to be resilient seated and shall be located on the edge of the valve disc, offset from the shaft and seal against mating stainless steel body seat with 360° uninterrupted contact. Valve disc shall be ductile iron per ASTM A-536, grade 65-45-2. All interior wetted ferrous surfaces of the valve, including the disc, shall be coated with epoxy. The epoxy shall have a nominal thickness of 10 mils and shall be in accordance with AWWA C-550, latest revision. Manual actuators shall be manufactured and assembled to the valve by the valve manufacturer. Valves shall have a wrench nut, clockwise operation. Butterfly valves shall be used for pipe diameters of sixteen inch (16") through twenty-four inch (24").

American Darling, Class 150 Butterfly Valve, Mueller Lineseal III or approved equal.

1.04 VALVE BOX

The Contractor shall furnish and install Trench Adapter Valve Box. Valve Trench Adapters shall bey by American Flow Company or approved equal. Provide six inch (6") concrete collar around box at grade elvations.

1.05 FITTINGS

Fittings shall comply with AWWA C153 and shall have inside mortor linings conforming to AWWA Standard C104. Outside coating shall be manufactured standard coal-tar-dip coating. All fittings shall be wrapped with a minimum of six (6) mill of polyethylene or similar plastic wrap and tied. Tyler Pipe or equal.

Provide a joint restraint device, in addition to thrust blocks, at each mechanical joint at fittings. Joint restraint shall be Ford Uni-Flange, Series 1300 or approved equal.
16" Fittings for PVC Pipe-Ductile mechanical joint, AWWA C153, Class 350, short body or as otherwise indicated on plans.

6", 8", and 12" Fittings for PVC Pipe-Ductile iron mechanical joint, AWWA C153, Class 350, short body or as otherwise indicated on plans.

Fittings shall be manufactured by Tyler Pipe or equal.

1.06 FIRE HYDRANTS

The fire hydrants shall be AWWA Type, C-502-85, or latest revision, 3-way fire hydrants. The interior of the shoe including valve plate and stem cap nut, shall have a protective coating of a two part thermosetting epoxy of a least four mills. Each hydrant shall have two - 2 1/2 hose nozzles, one pumper nossle with national Standard hose couplings threads, pentagon operating nut. Fire

hydrant to have push-on or mechanical joint base connections and be of the size shown on the plans and shall be painted yellow. American-Darling 6" B-84-B, Mueller Co., A423 or equal.

1.07 CONSTRUCTION METHODS

All work shall conform to the applicable provisions of "STANDARD PLUMBING CODE", current edition and as shown on the plans.

It shall be the Contractors responsibility to determine for himself the character and type of soil in which the pipe line is laid.

Trenching for the various pipes shall be of sufficient width and depth to permit accurate placement of the pipe and backfill around the pipe. Trenches shall be clean.

All water lines and mains shall have a minimum cover as indicated on plans and have a nine foot (9') horizontal and/or two foot (2') vertical separation (water line above) from sewer line unless otherwise shown or prior approval is obtained from Engineer.

Proper barricades and flares shall be placed and maintained to assure maximum traffic and pedestrian safety, or as directed by local or state authorities.

Clearing will be required along some lines. Where trees, stumps, or roots are encountered, they shall be cut disposed of as the Engineer may direct. All roots shall be cut off flush with the side of the trench. Tunneling will not be permitted except where required under the Railroad and State Highway, or upon written approval of the Engineer in each case which arises.

Valves shall be carefully handled and lowered into position by mechanical equipment in such manner as to prevent damage to any part of the valves. The valve shall be placed in proper position with stem truly vertical or horizontal as the case may be, and shall be securely held until all connections have been made.

After the valve box is in place, backfill material shall be firmly tamped around the outside so as to hold the box in proper position. The top of the box shall be adjusted to the proper elevation and securely held in place. Install six inch (6") concrete collar at grade elevation.

The valve and line shall be laid with sufficient excavation under the valve to for the thrust block as per the plans. Prior to pouring the thrust block as per plans. Prior to pouring the thrust block the valve shall be wrapped with two (2) layers of heavy visquine and tied at the top of the sealing gland collar.

Owner will make formal application for rights to cross canals, railroads, highways, etc., but Contractor must cooperate fully with agencies involved while construction in areas controlled by such agencies. The Contractor shall make all necessary arrangements for crossing, passing, or removing the replacing fences, roads, street surfaces, telephone, and telegraph lines and power lines, pipe lines, culverts, disturbance of shrubs, sod, etc., and shall include the cost of such work in his unit price bid on the pipe in place.

Ditching and pipelaying shall uniformly in a straight line and to uniform elevations unless otherwise specified on plans. Pipe fittings, and valves shall be carefully handled to avoid damage, and while they are suspended over the trench before lowering, they shall be inspected for defects. Any defective, damaged, or unsound material shall be replaced as directed by the Engineer.

Pipe laid on trench bottom: Pipe shall be laid directly on a trench bottom sand bedding containing coupling holes and shaped to provide continuous contact with the pipe between coupling holes.

Before the pipe is lowered into the trench: 1) a coupling hole shall be dug with sufficient length, width, and depth to permit assembly and provide a minimum clearance of 2 inches between coupling and trench sand bottom; and 2) the trench bottom between coupling holes shall be made

flat and cut true and even to grade so to provide continuous contact of the trench bottom with the pipe.

Implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and efficient execution of the work. All pipes, fittings, valves, hydrants, and accessories shall be carefully lowered into the trench with suitable equipment in a manner that will prevent damage to the pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench or machine ends of pipe and accessories before it is lowered into position in the trench. Pipe shall be kept clean by means approved by the Engineer during and after laying.

The machined ends of pipe to be jointed, the coupling grooves, and rubber rings shall be cleaned immediately before assembly, and assembly shall be made as recommended by the manufacturer. Each pipe joint shall be sealed with a coupling consisting of an asbestos-cement sleeve and two rubber rings. The location of field-assembled rings shall be checked with a suitable gauge to verify that rubber rings are in the required position. Pipe shall not be defected either vertically or horizontally more than the limits recommended by the manufacturer.

When pipe laying is not in progress, the open ends of installed pipe shall be closed by approved means to prevent entrance of trench water into the line. Whenever water is excluded from the interior of the pipe, enough backfill shall be placed on the pipe to prevent floating. Any pipe that has floated shall be removed from the trench and relaid as directed by the engineer. No pipe shall be laid in wet trench conditions that preclude proper bedding, or on a frozen trench bottom or when, in the opinion of the Engineer, the trench conditions or the weather are unsuitable for proper installation.

1.08 GENERAL

Before valves, hydrants, or fittings are laid, all lumps, blisters, and excess coating shall be removed from the bell. The inside of the bell shall then be wire-brushed and both the inside of the bell and the spigot end of the pipe wiped clean and dry. All surfaces to be joined shall be kept clean until joints are made.

1.09 WET CONNECTIONS

Schedules of existing fittings and proposed new fittings needed to make wet connections to existing water lines, as shown on plans, are estimates only. It is to be recognized that after existing lines and fittings are uncovered that some discrepancies will occur. Where discrepancies occur, the Contractor shall request a decision by Engineer as to how connections in questions shall be made.

Contractor shall plan his work concerning wet connections in such a way that a minimum of inconvenience shall occur to existing water customer due to water service interruptions. Before water service interruptions are made to customers, Contractor shall notify designated Official, and cooperate with operating personnel in every way to minimized service interruptions due to wet connections.

It is also to be recognized that in certain locations other utility lines or conduits will be obstructions in the normal path of proposed water lines. In such instances gravity lines of all kinds hold priority as to grade over water pressure lines, gas lines, electric conduits, or other obstructing underground conduits. Where other obstructing conduits or combination of conduits are encountered, Contractor is to analyze conditions carefully and then use best judgement in determining proper method of proceeding through obstructed area with water line construction.

1.010 WATER FOR TEST

Water for filling the line and making tests will be furnished by the Owner.

Cost of water for retesting will be paid by the Contractor.

1.011 VALVE OPERATION

All valves and hydrants shall be operated under the supervision of the Owner Personnel only.

1.012 PRESSURE AND LEAKAGE TESTING

After the pipe has been laid and backfilled, all pipe shall be subject to two (2) hour hydrostatic pressure equal to 120 PSI pressure or the pressure rating of the pipe whichever is higher.

Individual test sections should **not** exceed 1000 feet in length. All valves shall be tested for leakage in the closed position.

A. TIME OF MAKING TESTS

Test shall be made only after completion of backfill and not until at least thirty-six (36) hours after the last concrete thrust block has been cast with high early strength concrete or at least seven (7) days after the last concrete thrust block has been cast with standard concrete.

B. DURATION OF TEST

The duration of each pressure test shall be two (2) hours at 120 psi or the pressure rating of the pipe whichever is higher unless otherwise specified.

C. PROCEDURE

Each section of pipe line shall be slowly filled with water and the specified test pressure measured at the point of lowest elevation shall be applied by means of a pump and connected to one inch (1") disc type water meter. The meter shall be protected against extreme pressures by the use of one inch (1") safety relief valve set at the test pressure plus ten pound per square inch. The meter shall be directly connected to the main or pipe being tested by the use of copper tubing or an approved reinforced hose.

D. EXPELLING AIR BEFORE TESTS

During the filling of the pipe and before applying the specified test pressure, all air shall be expelled from the pipe line. To accomplish this, taps shall be made, if necessary to a point or points of highest elevation. After completion of the tests, the taps shall be tightly plugged unless otherwise specified.

E. EXAMINATION OF THE LINE UNDER PRESSURES

During the test, all leaking pipe, fittings, valves, hydrants, and joints shall be corrected immediately the Contractor. If the leaking is due to cracked or defective material, the defective material shall be removed and replaced by the Contractor with sound material.

F. TESTING OF 16", 20" AND 24" BUTTERFLY VALVES

All 16" and 20" butterfly valves shall be tested for leakage in the closed position. Contractor shall, while conducting line hydrostatic test, section water line testing so that each valve is tested for leakage.

Minimum test is 2 hours at 120 psi or the pressure rating of the pipe whichever is higher.

G. OVERALL PERMISSIBLE LEAKAGE

1. PVC PIPING

No pipe installation will be accepted until or unless this leakage is less than the following at a 120 psi pressure:

4 in-0.29 gal/hr/1000 LF or 50 joints
6 in-0.44 gal/hr/1000 LF or 50 joints
8 in-0.59 gal/hr/1000 LF or 50 joints
10 in-0.74 gal/hr/1000 LF or 50 joints
12 in-0.89 gal/hr/1000 LF or 50 joints
14 in-1.03 gal/hr/1000 LF or 50 joints
16 in-1.18 gal/hr/1000 LF or 50 joints
20 in-1.48 gal/hr/1000 LF or 50 joints
24 in-1.78 gal/hr/1000 LF or 50 joints

Leakage is based upon formula:

$$L = \sqrt{\frac{ND}{7400}}\ P$$

Where:
L = Allowable leakage in gallons/hour
N = Number of joints in length of pipe being tested
D = Nominal diameter of pipe in inches
P = Average test pressure during leakage test in pounds per square inch

1.013 STERILIZING THE PIPE LINE AND CONNECTING TO DISTRIBUTION SYSTEM

As each joint of pipe is laid, the Contractor, unless otherwise specified by the Water superintendent, shall throw powdered calcium hypochlorite (70%) through the length of the joint. One (1) pound for each 1680 gallons of water to give 50 ppm. when the line is completed and before testing, same shall be slowly filled with water between valves and allowed to stand for 48 hours. Before being put into use, the pipe line shall be sterilized throughout and bacteriologically tested in accordance with AWWA Standard C601.

During the sterilizing, all valves shall be operated under supervision of the Owner Personnel only.

1.014 FLUSHING

After disinfection and leakage test, all lines shall be thoroughly flushed at fire hydrants with Owner water until all residual chlorine above 3 ppm dissipates.

1.015 CONNECTIONS TO THE OWNER DISTRIBUTION SYSTEM

Connections to the Water System shall be made under the supervision of the Owner Personnel. **No** connection shall be made between the new piping and the Owner system prior to approval by the Owner.

END OF SECTION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

FOR THE PURPOSE OF CONSTRING THIS PROPOSAL AND THE ATTACHED FORM OF CONTRACT, THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993, HEREAFTER REFERRED TO ARE APPROVED AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES BY HIDALGO COUNTY AS OFFICIAL SPECIFICATIONS, TOGETHER WITH AND TO BE MODIFIED BY THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS ARE LISTED HEREIN:

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

ITEM 100	PREPARING RIGHT OF WAY
ITEM 247	FLEXIBLE BASE
ITEM 260	LIME TREATMENT (ROAD-MIXED)
ITEM 310	PRIME COAT
ITEM 340	DENSE-GRADED HOT-MIX ASPHALT (METHOD)
ITEM 402	TRENCH EXCAVATION PROTECTION
ITEM 420	CONCRETE STRUCTURES
ITEM 464	REINFORCED CONCRETE PIPE
ITEM 465	MANHOLES AND INLETS
ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 508	CONSTRUCTING DETOURS
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 530	INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
ITEM 531	SIDEWALKS
ITEM 644	SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS
ITEM 668	PREFABRICATED PAVEMENT MARKINGS

SPECIAL SPECIFICATIONS

ITEM SS4061	IRRIGATION WELLS, GATES & VALVES

ITEM 100

PREPARING RIGHT OF WAY

100.1. Description. Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

100.2. Construction. Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. When shown on the plans, treat cuts on trees with an approved tree wound dressing within 20 min. of making a pruning cut or otherwise causing damage to the tree. Follow all local and state regulations when burning. If burning of brush is approved, pile and burn at approved locations. When working in state or national forests or parks, coordinate work with state and federal authorities. Testing, removal, and disposal of hazardous materials will be in accordance with Article 6.10, "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include but are not limited to remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Removal of live utility facilities is not included in this Item. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage.

In areas receiving embankment, remove obstructions not designated for preservation to 2 ft. below natural ground. In areas to be excavated, remove obstructions to 2 ft. below the excavation level. In all other areas, remove obstructions to 1 ft. below natural ground. When allowed by the plans or directed, cut trees and stumps off to ground level. Plug the remaining ends of abandoned underground structures over 3 in. in diameter with concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed, unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in accordance with local, state, and federal requirements.

100.3. Measurement. This Item will be measured by the acre; by the 100-foot station, regardless of the width of the right of way; or by each tree removed.

100.4. Payment. For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each" measurement, the work performed in accordance with this Item and measured as provided under "Measurement"

will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance or the initial release of retainage. The remainder will be paid on the estimate after the partial release of retainage.

ITEM 247

FLEXIBLE BASE

247.1. Description. Construct a foundation course composed of flexible base.

247.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

A. Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max.[1]	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min.[1]		As shown on the plans			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength[3], psi					As shown on the plans
lateral pressure 0 psi		45	35	–	
lateral pressure 15 psi		175	175	–	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. Material Tolerances. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

   a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

   b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

   c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

   d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

   e. **Type E.** As shown on the plans.

3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

   a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

   b. **Recycled Material (Including Crushed Concrete) Requirements.**

      (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

      (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

      - Department required recycled material will not be subject to the requirements in Table 1,
      - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
      - the final product, blended, will be subject to the requirements in Table 1, and
      - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

      Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

      (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

   c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

B. Water. Furnish water free of industrial wastes and other objectionable matter.

C. Material Sources. When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

247.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

247.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

A. Preparation of Subgrade or Existing Base. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

B. Placing. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

C. Compaction. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.
2. **Density Control.** Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

   The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

D. Finishing. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

E. Curing. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

A. Cubic Yard in Vehicle. By the cubic yard in vehicles of uniform capacity at the point of delivery.

B. Cubic Yard in Stockpile. By the cubic yard in the final stockpile position by the method of average end areas.

C. Cubic Yard in Final Position. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

D. Square Yard. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

E. Ton. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the

Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

247.6. 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 the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

A. Flexible Base (Complete In Place). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

B. Flexible Base (Roadway Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

C. Flexible Base (Stockpile Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

ITEM 260

LIME TREATMENT (ROAD-MIXED)

260.1. Description. Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

260.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. Obtain verification from the Engineer that the specification requirements are met before using the sources. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

A. Lime. Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Lime Sources Prequalification of Hydrated Lime and Quicklime." Use hydrated lime, commercial lime slurry, or quicklime, as shown on the plans. When furnishing quicklime, provide it in bulk.

B. Flexible Base. Furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of lime.

C. Water. Furnish water free of industrial wastes and other objectionable material.

D. Asphalt. When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.

E. Mix Design. The Engineer will determine the target lime content and optimum moisture content in accordance with Tex-121-E or prior experience with the project materials. The Contractor may propose a mix design developed in accordance with Tex-121-E. The Engineer will use Tex-121-E to verify the Contractor's proposed mix design before acceptance. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

260.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

A. Storage Facility. Store quicklime and dry hydrated lime in closed, weatherproof containers.

B. Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurrying methods.

Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry.

C. Pulverization Equipment. Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

260.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

A. Preparation of Subgrade or Existing Base for Treatment. Before treating, remove existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed.

When new base material is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

B. Pulverization. Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2-in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

C. Application of Lime. Uniformly apply lime using dry or slurry placement as shown on the plans or as directed. Add lime at the percentage determined in Section 260.2.E, "Mix Design." Apply lime only on an area where mixing can be completed during the same working day.

Start lime application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.

Minimize dust and scattering of lime by wind. Do not apply lime when wind conditions, in the opinion of the Engineer, cause blowing lime to become dangerous to traffic or objectionable to adjacent property owners. When pebble grade quicklime is placed dry, mix the material and lime thoroughly at the time of lime application. *Use of quicklime can be dangerous. Inform users of the recommended precautions for handling and storage.*

1. **Dry Placement.** Before applying lime, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of hydrated lime or pebble grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.
2. **Slurry Placement.** Provide slurry free of objectionable materials, at or above the approved minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry to the jobsite or prepare lime slurry at the jobsite or other approved location by using hydrated lime or quicklime, as specified.

   Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed, unless otherwise directed.

D. Mixing. Begin mixing within 6 hours of application of lime. Hydrated lime exposed to the open air for 6 hours or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment.

Thoroughly mix the material and lime using approved equipment. Allow the mixture to mellow for 1 to 4 days, as directed. When pebble grade quicklime is used, allow the mixture to mellow for 2 to 4 days, as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. After mellowing, resume mixing until a homogeneous, friable mixture is obtained.

After mixing, the Engineer will sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

Table 1
Gradation Requirements (Minimum % Passing)

Sieve Size	Base	Subgrade
1-3/4 in.	100	100
3/4 in.	85	85
No. 4	–	60

E. Compaction. Compact the mixture using density control, unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the treated material in accordance with Item 204,

"Sprinkling." Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Rework in accordance with Section 260.4.F, "Reworking a Section." Perform the work at no additional expense to the Department.

1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.
2. **Density Control.** The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.
    a. **Subgrade.** Compact to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.
    b. **Base.** Compact the bottom course to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans. Compact subsequent courses treated under this Item to at least 98% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.

F. **Reworking a Section.** When a section is reworked within 72 hours after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined in Section 260.2.E, "Mix Design." Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with Tex-121-E, and compact to at least 95% of this density.

G. **Finishing.** Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

Finish grade of constructed subgrade in accordance with Section 132.3.F.1, "Grade Tolerances." Finish grade of constructed base in accordance with Section 247.4.D, "Finishing."

H. **Curing.** Cure for the minimum number of days shown in Table 2 by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with Article 132.3.E, "Maintenance of Moisture and Reworking" for subgrade and Article 247.4.E, "Curing" for bases prior to placing subsequent courses. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

Table 2
Minimum Curing Requirements Before Placing Subsequent Courses[1]

Untreated Material	Curing (Days)
PI ≤ 35	2
PI > 35	5

1. Subject to the approval of the Engineer. Proof rolling may be required as an indicator of adequate curing.

260.5. Measurement.

A. Lime. When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

When lime is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

1. **Hydrated Lime.**
   a. **Dry.** Lime will be measured by the ton (dry weight).
   b. **Slurry.** Lime slurry will be measured by the ton (dry weight) of the hydrated lime used to prepare the slurry at the job site.
2. **Commercial Lime Slurry.** Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.
3. **Quicklime.**
   a. **Dry.** Lime will be measured by the ton (dry weight) of the quicklime.
   b. **Slurry.** Lime slurry will be measured by the ton (dry weight) of the quicklime used to prepare the slurry multiplied by a conversion factor of 1.28 to give the quantity of equivalent hydrated lime, which will be the basis of payment.

B. Lime Treatment. Lime treatment will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and the lengths measured at placement.

260.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 260.6.A, "Lime," or Section 260.6.B, "Lime Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.B, "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for in accordance with Section 260.6.B, "Lime Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.2, "Changes in the Work."

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be paid for in accordance with pertinent Items or Article 4.2, "Changes in the Work."

Asphalt used solely for curing will not be paid for directly, but will be subsidiary to this Item. Asphalt placed for curing and priming will be paid for under Item 310, "Prime Coat."

A. Lime. Lime will be paid for at the unit price bid for "Lime" of one of the following types:

- Hydrated Lime (Dry),
- Hydrated Lime (Slurry),
- Commercial Lime Slurry,
- Quicklime (Dry), or
- Quicklime (Slurry).

This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

Lime used for reworking a section in accordance with Section 260.4.F, "Reworking a Section," will not be paid for directly but will be subsidiary to this Item.

B. Lime Treatment. Lime treatment will be paid for at the unit price bid for "Lime Treatment (Existing Material)," "Lime Treatment (New Base)," or "Lime Treatment (Mixing Existing Material and New Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, providing lime, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining, replacing, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

ITEM 310

PRIME COAT

310.1. Description. Prepare and treat existing or newly constructed surface with a bituminous material. Apply blotter material as required.

310.2. Materials.

A. Bituminous. Use material of the type and grade shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions."

B. Blotter. Unless otherwise shown on the plans or approved, use either base course sweepings obtained from cleaning the base or native sand as blotter materials.

310.3. Equipment. Provide applicable equipment in accordance with Article 316.3, "Equipment."

310.4. Construction.

A. General. Apply the mixture when the air temperature is 60°F and above, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Do not permit traffic, hauling, or placement of subsequent courses over freshly constructed prime coats. Maintain the primed surface until placement of subsequent courses or acceptance of the work.

B. Surface Preparation. Prepare the surface by sweeping or other approved methods. When directed, before applying bituminous material, lightly sprinkle the surface with water to control dust and ensure absorption.

C. Application.

1. **Bituminous.** The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply material within 15°F of the selected temperature.

   Distribute the material smoothly and evenly at the rate selected by the Engineer. When directed, roll the freshly applied prime coat with a pneumatic-tire roller to ensure penetration.

2. **Blotter.** Spread blotter material before allowing traffic to use a primed surface. When "Prime Coat and Blotter" is shown on the plans as a bid item, apply blotter material to primed surface at the rate shown in the plans or as directed. When "Prime Coat" is shown on the plans as a bid item, apply blotter to spot locations or as directed to accommodate traffic movement through the work area. Remove blotter material before placing the surface. Dispose of blotter material according to applicable state and federal requirements.

310.5. Measurement. This Item will be measured by the gallon of bituminous material placed and accepted.

310.6. 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 "Prime Coat" or "Prime Coat and Blotter" of the type and grade of bituminous material specified. This price is full compensation for cleaning and sprinkling the area to be primed; materials, including blotter material; and rolling, equipment, labor, tools, and incidentals.

ITEM 340

DENSE-GRADED HOT-MIX ASPHALT (METHOD)

340.1. Description. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant.

340.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources. Notify the Engineer before changing any material source or formulation. When the Contractor makes a source or formulation change, the Engineer will verify that the requirements of this Item are met and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify compliance.

A. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either coarse aggregate or fine aggregate. When reclaimed asphalt pavement (RAP) is allowed by plan note, provide RAP stockpiles in accordance with this Section. Aggregate from RAP is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. The Engineer will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II. Do not add material to an approved stockpile from sources that do not meet the aggregate quality requirements of the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) unless otherwise approved.

1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Provide aggregates from sources listed in the BRSQC. Provide aggregate from nonlisted sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for nonlisted sources.

   Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources on the Department's AQMP is listed in the BRSQC.

   Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. When blending, do not use Class C or D aggregates. For blending purposes, coarse aggregate from RAP will be considered as Class B aggregate.

2. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2-in. sieve.

   RAP from either Contractor- or Department-owned sources, including RAP generated during the project, is permitted only when shown on the plans. Department-owned RAP, if allowed for use, will be available at the location shown on the plans. When RAP is used, determine asphalt content and gradation for mixture design purposes. Perform other tests on RAP when shown on the plans.

   When RAP is allowed by plan note, use no more than 30% RAP in Type A or B mixtures unless otherwise shown on the plans. For all other mixtures, use no more than 20% RAP unless otherwise shown on the plans.

Do not use RAP contaminated with dirt or other objectionable materials. Do not use the RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with the laboratory method given in Tex-406-A, Part I. Determine the plasticity index using Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements shown in Table 1, unless otherwise approved.

   If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	AQMP	As shown on plans
Deleterious material, %, max	Tex-217-F, Part I	1.5
Decantation, %, max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %, max	Tex-461-A	Note 1
Los Angeles abrasion, %, max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, max	Tex-411-A	30[2]
Coarse aggregate angularity, 2 crushed faces, %, min	Tex 460-A, Part I	85[3]
Flat and elongated particles @ 5:1, %, max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, max	Tex-107-E	3
Combined Aggregate[4]		
Sand equivalent, %, min	Tex-203-F	45

1. Not used for acceptance purposes. Used by the Engineer as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without mineral filler, RAP, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

B. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 2% hydrated lime or cement, unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

C. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

D. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2.J, "Performance-Graded Binders."

E. **Tack Coat.** Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions."

Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300, "Asphalts, Oils, and Emulsions."

The Engineer will obtain at least 1 sample of the tack coat binder per project and test it to verify compliance with Item 300. The Engineer will obtain the sample from the asphalt distributor immediately before use.

F. **Additives.** When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved.

If lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

340.3. Equipment. Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

340.4. Construction. Design, produce, store, transport, place, and compact the specified paving mixture in accordance with the requirements of this Item. Unless otherwise shown on the plans, provide the mix design. The Department will perform quality assurance (QA) testing. Provide quality control (QC) testing as needed to meet the requirements of this Item.

A. **Mixture Design.**

1. **Design Requirements.** Use a Level II specialist certified by a Department-approved hot-mix asphalt certification program to develop the mixture design. Have the Level II specialist sign the design documents. Unless otherwise shown on the plans, use the typical weight design example given in Tex-204-F, Part I, to design a mixture meeting the requirements listed in Tables 1 through 6. Use an approved laboratory to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Construction Division maintains a list of approved laboratories. Furnish the Engineer with representative samples of all materials used in the mixture design. The Engineer will verify the mixture design. If the design cannot be verified by the Engineer, furnish another mixture design.

   The Contractor may submit a new mixture design at anytime during the project. The Engineer will approve all mixture designs before the Contractor can begin production.

   Provide the Engineer with a mixture design report using Department-provided software. Include the following items in the report:
   - the combined aggregate gradation, source, specific gravity, and percent of each material used;
   - results of all applicable tests;
   - the mixing and molding temperatures;
   - the signature of the Level II person or persons who performed the design;
   - the date the mixture design was performed; and
   - a unique identification number for the mixture design.

Table 4
Master Gradation Bands (% Passing by Weight or Volume) and Volumetric Properties

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
1-1/2"	98.0–100.0	–	–	–	–
1"	78.0–94.0	98.0–100.0	–	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	–	–
1/2"	50.0–70.0	–	–	98.0–100.0	–
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	80.0–86.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA[1], % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Plant-Produced VMA, % Minimum					
–	11.0	12.0	13.0	14.0	15.0

1. Voids in Mineral Aggregates.

Table 5
Laboratory Mixture Design Properties

Property	Test Method	Requirement
Target laboratory-molded density, %	Tex-207-F	96.0[1]
Tensile strength (dry), psi (molded to 93% ±1% density)	Tex-226-F	85–200[2]
Boil test[3]	Tex-530-C	–

1. Unless otherwise shown on the plans.
2. May exceed 200 psi when approved and may be waived when approved.
3. Used to establish baseline for comparison to production results. May be waived when approved.

Table 6
Hamburg Wheel Test Requirements[1]

High-Temperature Binder Grade	Minimum # of Passes[2] @ 0.5" Rut Depth, Tested @ 122°F
PG 64 or lower	10,000
PG 70	15,000
PG 76 or higher	20,000

1. Tested in accordance with Tex-242-F.
2. May be decreased or waived when shown on the plans.

B. Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF is the original laboratory mixture design used to produce the trial batch. The Engineer and the Contractor will verify JMF based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF. If the JMF is not verified by the Engineer from the trial batch, adjust the JMF or redesign the mix and produce as many trial batches as necessary to verify the JMF.

Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven using Tex-236-F.

The Engineer will use a Texas gyratory compactor calibrated in accordance with Tex-914-F in molding production samples.

The Engineer will perform Tex-530-C and retain the tested sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

C. JMF Field Adjustments. Produce a mixture of uniform composition closely conforming to the approved JMF.

If, during initial days of production, the Contractor or Engineer determines that adjustments to the JMF are necessary to achieve the specified requirements, or to more nearly match the aggregate production, the Engineer may allow adjustment of the JMF within the tolerances of Table 7 without a laboratory redesign of the mixture.

The Engineer will adjust the asphalt content to maintain desirable laboratory density near the optimum value while achieving other mix requirements.

Table 7
Operational Tolerances

Description	Test Method	Allowable Difference from JMF Target
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	±5.0[1]
Individual % retained for sieves smaller than #8 and larger than #200		±3.0[1]
% passing the #200 sieve		±2.0[1]
Asphalt content, %	Tex-236-F	±0.3[1]
Laboratory-molded density, %	Tex-207-F	±1.0
VMA, %, min		Note 2

1. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the percent passing the #200 sieve will be considered out of tolerance when outside the master grading limits.
2. Test and verify that Table 4 requirements are met.

D. Production Operations. Perform a new trial batch when the plant or plant location is changed. The Engineer may suspend production for noncompliance with this Item. Take corrective action and obtain approval to proceed after any production suspension for noncompliance.

1. **Operational Tolerances.** During production, do not exceed the operational tolerances in Table 7. Stop production if testing indicates tolerances are exceeded on:
   - 3 consecutive tests on any individual sieve,
   - 4 consecutive tests on any of the sieves, or
   - 2 consecutive tests on asphalt content.

   Begin production only when test results or other information indicate, to the satisfaction of the Engineer, that the next mixture produced will be within Table 7 tolerances.

2. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions" or outside the manufacturer's recommended values. On a daily basis, provide the Engineer with the records of asphalt binder and hot-mix asphalt discharge temperatures in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Unless otherwise approved, do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr.

3. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F. The Department will not pay for or allow placement of any mixture produced at more than 350°F. Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant.

E. Hauling Operations. Before use, clean all truck beds to ensure mixture is not contaminated. When a release agent is necessary to coat truck beds, use a release agent on the approved list maintained by the Construction Division.

F. Placement Operations. Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot mix by at least 6 in. Place mixture so longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly. Place mixture within the compacted lift thickness shown in Table 8, unless otherwise shown on the plans or allowed.

Table 8
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness	
	Minimum (in.)	Maximum (in.)
A	3.00	6.00
B	2.50	5.00
C	2.00	4.00
D	1.50	3.00
F	1.25	2.50

1. **Weather Conditions.** Place mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Measure the roadway surface temperature with a handheld infrared thermometer. Unless otherwise shown on the plans, place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer.
2. **Tack Coat.** Clean the surface before placing the tack coat. Unless otherwise approved, apply tack coat uniformly at the rate directed by the Engineer. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller when directed. The Engineer may use Tex-243-F to verify that the tack coat has adequate adhesive properties. The Engineer may suspend paving operations until there is adequate adhesion.

G. Lay-Down Operations.

1. **Minimum Mixture Placement Temperatures.** Use Table 9 for suggested minimum mixture placement temperatures.
2. **Windrow Operations.** When hot mix is placed in windrows, operate windrow pickup equipment so that substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

Table 9
Suggested Minimum Mixture Placement Temperature

High-Temperature Binder Grade	Minimum Placement Temperature (Before Entering Paver)
PG 64 or lower	260°F
PG 70	270°F
PG 76	280°F
PG 82 or higher	290°F

H. Compaction. Use air void control unless ordinary compaction control is specified on the plans. Avoid displacement of the mixture. If displacement occurs, correct to the satisfaction of the Engineer. Ensure pavement is fully compacted before allowing rollers to stand on the pavement. Unless otherwise directed, use only water or an approved release agent on rollers, tamps, and other compaction equipment. Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture. Unless otherwise directed, operate vibratory rollers in static mode when not compacting, when changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with the rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. When directed, sprinkle the finished mat with water or limewater to expedite opening the roadway to traffic.

1. **Air Void Control.** Compact dense-graded hot-mix asphalt to contain from 5% to 9% in-place air voids. Do not increase the asphalt content of the mixture to reduce pavement air voids.
   a. **Rollers.** Furnish the type, size, and number or rollers required for compaction, as approved. Use a pneumatic-tire roller to seal the surface, unless otherwise shown on the plans. Use additional rollers as required to remove any roller marks.

b. **Air Void Determination.** Unless otherwise shown on the plans, obtain 2 roadway specimens at each location selected by the Engineer for in-place air void determination. The Engineer will measure air voids in accordance with Tex-207-F and Tex-227-F. Before drying to a constant weight, cores may be predried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will use the average air void content of the 2 cores to calculate the in-place air voids at the selected location.

c. **Air Voids Out of Range.** If the in-place air void content in the compacted mixture is below 5% or greater than 9%, change the production and placement operations to bring the in-place air void content within requirements. The Engineer may suspend production until the in-place air void content is brought to the required level, and may require a test section as described in Section 340.4.H.1.d, "Test Section."

d. **Test Section.** Construct a test section of 1 lane-width and at most 0.2 mi. in length to demonstrate that compaction to between 5% and 9% in-place air voids can be obtained. Continue this procedure until a test section with 5% to 9% in-place air voids can be produced. The Engineer will allow only 2 test sections per day. When a test section producing satisfactory in-place air void content is placed, resume full production.

2. **Ordinary Compaction Control.** Furnish the type, size, and number or rollers required for compaction, as approved. Furnish at least 1 medium pneumatic-tire roller (minimum 12-ton weight). Use the control strip method given in Tex-207-F, Part IV, to establish rolling patterns that achieve maximum compaction. Follow the selected rolling pattern unless changes that affect compaction occur in the mixture or placement conditions. When such changes occur, establish a new rolling pattern. Compact the pavement to meet the requirements of the plans and specifications.

   When rolling with the 3-wheel, tandem or vibratory rollers, start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides. Proceed toward the center of the pavement, overlapping on successive trips by at least 1 ft., unless otherwise directed. Make alternate trips of the roller slightly different in length. On superelevated curves, begin rolling at the low side and progress toward the high side unless otherwise directed.

I. **Irregularities.** Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. The Engineer may suspend production or placement operations until the problem is corrected.

   At the expense of the Contractor and to the satisfaction of the Engineer, remove and replace any mixture that does not bond to the existing pavement or that has other surface irregularities identified above.

J. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

340.5. Measurement. Hot mix will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

340.6. 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 "Dense-Graded Hot-Mix Asphalt (Method)" of the type, surface aggregate classification, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless they are incorporated into pavement work approved by the Department.

Pay adjustment for ride quality, when required, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. Furnish and place excavation protection for trenches deeper than 5 ft.

402.2. Construction. Provide vertical or sloped cuts, benches, shields, support systems, or other systems providing the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR 1926, Subpart P, "Excavations."

402.3. Measurement. This Item will be measured by the foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.

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 is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; dewatering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

ITEM 420

CONCRETE STRUCTURES

420.1. Description. Construct concrete structures.

420.2. Materials.

A. Concrete. Provide concrete conforming to Item 421, "Hydraulic Cement Concrete." For each type of structure or unit, provide the class of concrete shown on the plans or in pertinent governing specifications.

B. Grout or Mortar. Provide grout or mortar conforming to Section 421.2.F, "Mortar and Grout."

C. Latex. Provide an acrylic-polymer latex admixture (acrylic resin emulsion per DMS-4640, "Chemical Admixtures for Concrete") suitable for producing polymer-modified concrete or mortar. Do not allow latex to freeze.

D. Reinforcing Steel. Provide reinforcing steel conforming to Item 440, "Reinforcing Steel."

E. Expansion Joint Material. Provide materials that conform to the requirements of DMS-6310, "Joint Sealants and Fillers":

- Provide preformed fiber expansion joint material that conforms to the dimensions shown on the plans. Provide preformed bituminous fiber material unless otherwise specified.
- Provide a Class 4, 5, or 7 low-modulus silicone sealant unless otherwise directed.
- Provide asphalt board that conforms to dimensions shown on the plans.
- Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.

F. Waterstop. Provide rubber or polyvinyl chloride (PVC) waterstops that conform to DMS-6160, "Waterstops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads," unless otherwise shown on the plans.

G. Evaporation Retardants. Provide evaporation retardants that conform to the requirements of DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

H. Curing Materials. Provide membrane curing compounds that conform to the requirements of DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free from tears and in good general condition. Provide a flap at least 6 in. wide consisting of 2 thicknesses of the covering and extending along 1 side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free from visible defects. Provide only clear or opaque white sheeting when the ambient temperature during curing exceeds 60°F or when applicable to control temperature during mass pours.

Provide burlap-polyethylene mats made from burlap impregnated on 1 side with a film of opaque white pigmented polyethylene, free from visible defects. Provide laminated mats that have at least 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 are free of visible defects.

I. Epoxy. Unless otherwise specified, provide epoxy materials that conform to DMS-6100, "Epoxy and Adhesives."

420.3. Equipment.

A. Fogging Equipment. Use fogging equipment that can apply water in a fine mist, not a spray. Produce the fog using equipment that pumps water or water and air under high pressure through a suitable atomizing nozzle. Use hand-held mechanical equipment portable enough to use in the direction of any prevailing wind and adaptable for intermittent use to prevent excessive wetting of the concrete.

B. Transporting and Placing Equipment. Use appropriate transporting and placing equipment such as buckets, chutes, buggies, belt conveyors, pumps, or other equipment as necessary. Do not transport or convey concrete through equipment made of aluminum. Use carts with pneumatic tires for carting or wheeling concrete over newly placed slabs.

Use tremies to control the fall of concrete or for underwater placement. Use tremies that are watertight and of large enough diameter to allow the placement of the concrete but less than 14 in. in diameter. For underwater placements, construct the tremie so that the bottom can be sealed and opened once the tremie has been fully charged with concrete.

Use pumps with lines at least 5 in. I.D. where Grade 2 or smaller coarse aggregate is used, and at least 8 in. I.D. for Grade 1 coarse aggregate.

C. Vibrators. Use immersion-type vibrators for consolidation of concrete. Provide at least 1 standby vibrator for emergency use.

D. Screeds and Work Bridges for Bridge Slabs. For bridge slabs use a self-propelled transverse screed or a mechanical longitudinal screed. Use transverse screeds that are able to follow the skew of the bridge for skews greater than 15° unless otherwise approved. Equip transverse screeds with a pan float. Manually operated screeding equipment may be used if approved for top slabs of culverts, small placements, or unusual conditions. Use screeds that are rigid and heavy enough to hold true to shape and have sufficient adjustments to provide for the required camber or section. Equip the screeds, except those of the roller drum type, with metal cutting edges.

For bridge slabs, use sufficient work bridges for finishing operations. Mount a carpet drag to a work bridge or a moveable support system that can vary the area of carpet in contact with the concrete. Use carpet pieces long enough to cover the entire width of the placement. Splice or overlap the carpet as necessary. Ensure that enough carpet is in contact longitudinally with the concrete being placed to provide the desired surface finish. Use artificial grass-type carpeting having a molded polyethylene pile face with a blade length between 5/8 and 1 in. and with a minimum weight of 70 oz. per square yard. Ensure that the carpet has a strong, durable backing not subject to rot and that the facing is adequately bonded to the backing to withstand the intended use. A burlap drag, attached to the pan float on a transverse screed, may be used instead of the carpet drag.

E. Temperature Recording Equipment. For mass concrete operations or as otherwise specified, use strip chart temperature recording devices, recording maturity meters in accordance with Tex-426-A, or other approved devices that are accurate to within ±2°F within the range of 32 to 212°F.

F. Artificial Heating Equipment. Use artificial heating equipment as necessary for maintaining the concrete temperatures as specified in Section 420.4.G.11, "Placing Concrete in Cold Weather."

G. Sawing Equipment. Use sawing equipment capable of cutting grooves in completed bridge slabs and top slabs of direct-traffic culverts. Provide grooves that are 1/8 to 3/16 in. deep and nominally 1/8 in. wide. Groove spacing may range from 5/8 to 1 in. Use sawing equipment capable of cutting grooves in hardened concrete to within 18 in. of the barrier rail or curb.

H. Spraying Equipment. Use mechanically powered pressure sprayers, either air or airless, with appropriate atomizing nozzles for the application of membrane curing. Mechanically driven spraying equipment, adaptable to the rail system used by the screeds, may be used for applying membrane curing to bridge slabs. If approved, use hand-pressurized spray equipment equipped with 2 or 3 fan-spray nozzles. Ensure that the spray from each nozzle overlaps the spray from adjacent nozzles by approximately 50%.

I. Concrete Testing Equipment. Provide testing equipment for use by the Engineer in accordance with Section 421.3.C, "Testing Equipment."

420.4. Construction. Before starting work, obtain approval for proposed construction methods. Approval of construction methods and equipment does not relieve the Contractor's responsibility for safety or correctness of methods, adequacy of equipment, or completion of work in full accordance with the Contract.

Unless otherwise shown on the plans, it is the Contractor's option to perform testing on structural concrete (structural classes of concrete are identified in Table 5 of Section 421.4.A, "Classification and Mix

Design") to determine the in-situ strength to address the schedule restrictions in Section 420.4.A, "Schedule Restrictions." The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. For Contractor-performed testing, make enough test specimens to ensure that strength requirements are met for the operations listed in Section 420.4.A. Make at least 1 set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.G, "Sampling and Testing of Concrete." The maturity method, Tex-426-A, may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Section 421.4.G.5, "Adequacy and Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

A. Schedule Restrictions. Unless otherwise shown on the plans, construct and open completed structures to traffic with the following limitations:

1. **Setting Forms.** Attain at least 2,500 psi compressive strength before erecting forms on concrete footings supported by piling or drilled shafts, or on individual drilled shafts. Erect forms on spread footings and culvert footings after the footing concrete has aged at least 2 curing days as defined in Section 420.4.J, "Curing Concrete." Place concrete only after the forms and reinforcing steel have been inspected by the Engineer.

   Support tie beam or cap forms by falsework on previously placed tie beams only if the tie beam concrete has attained a compressive strength of 2,500 psi and the member is properly supported to eliminate stresses not provided for in the design. Maintain curing as required until completion of the curing period.

   Place superstructure forms or falsework on the substructure only if the substructure concrete has attained a compressive strength of 3,000 psi.

2. **Removal of Forms and Falsework.** Keep in place weight-supporting forms and falsework for bridge components and culvert slabs until the concrete has attained a compressive strength of 2,500 psi in accordance with Section 420.4.K, "Removal of Forms and Falsework." Keep all forms for mass placements defined in Section 420.4.G.14, "Mass Placements," in place for 4 days following concrete placement.

3. **Placement of Superstructure Members.** Do not place superstructure members before the substructure concrete has attained a compressive strength of 3,000 psi.

4. **Longitudinal Screeding of Bridge Slabs.** Place a longitudinal screed directly on previously placed concrete slabs to check and grade an adjacent slab only after the previously placed slab has aged at least 24 hr. Place and screed the concrete after the previously placed slabs have aged at least 48 hr. Maintain curing of the previously placed slabs during placement.

5. **Staged Placement of Bridge Slabs on Continuous Steel Units.** When staged placement of a slab is required, ensure that the previously placed concrete attains a compressive strength of 3,000 psi before placing the next stage placement. Multiple stages may be placed in a single day if approved.

6. **Storage of Materials on the Structure.** Obtain approval to store materials on completed portions of a structure once a compressive strength of 3,000 psi has been attained. Maintain proper curing if materials will be stored on structures before completion of curing.

7. **Placement of Equipment and Machinery.** Do not place erection equipment or machinery on the structure until the concrete has attained the design strength specified in Section 421.4.A, "Classification and Mix Design," unless otherwise approved.

8. **Carting of Concrete.** Once the concrete has attained a compressive strength of 3,000 psi, it may be carted, wheeled, or pumped over completed slabs. Maintain curing during these operations.

9. **Placing Bridge Rails.** Reinforcing steel and concrete for bridge rails may be placed on bridge slabs once the slab concrete has attained a compressive strength of 3,000 psi. If slipforming methods are used for railing concrete, ensure the slab concrete has attained its design strength specified in Section 421.4.A, "Classification and Mix Design," before placing railing concrete.

10. **Opening to Construction Traffic.** Bridges and direct-traffic culverts may be opened to all construction traffic when the design strength specified in Section 421.4.A, "Classification and Mix Design," has been attained if curing is maintained.

11. **Opening to Full Traffic.** Bridges and direct-traffic culverts may be opened to the traveling public when the design strength specified in Section 421.4.A, "Classification and Mix Design," has been attained for all structural elements including railing subject to impact from traffic, when curing has been completed for all slabs, and when the concrete surface treatment has been applied in accordance with Item 428, "Concrete Surface Treatment." Obtain approval before opening bridges and direct-traffic culverts to the traveling public. Other noncritical structural and nonstructural concrete may be opened for service upon the completion of curing unless otherwise specified or directed.

12. **Post-Tensioned Construction.** For structural elements designed to be post-tensioned ensure that strength requirements on the plans are met for stressing and staged loading of structural elements.

13. **Backfilling.** Backfill in accordance with Section 400.3.C, "Backfill."

B. **Plans for Falsework and Forms.** Submit 2 copies of plans for falsework and forms for piers, superstructure spans over 20 ft. long, bracing systems for girders when the overhang exceeds 3 ft. 6 in., and bridge widening details. Submit similar plans for other units of the structure as directed. Show all essential details of proposed forms, falsework, and bracing. Have a licensed professional engineer design, seal, and sign these plans. Department approval is not required, but the Department reserves the right to request modifications to the plans. The Contractor is responsible for the adequacy of these plans.

C. **Falsework.** Design and construct falsework to carry the maximum anticipated loads safely, including wind loads, and to provide the necessary rigidity. Submit details in accordance with Section 420.4.B, "Plans for Falsework and Forms."

Design job-fabricated falsework assuming a weight of 150 pcf for concrete, and include a liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

For commercially produced structural units used in falsework, do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction. Include a liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide timber that is sound, in good condition, and free from defects that would impair its strength. Provide timber that meets or exceeds the species, size, and grade requirements in the submitted falsework plans.

Provide wedges made of hardwood or metal in pairs to adjust falsework to desired elevations to ensure even bearing. Do not use wedges to compensate for incorrectly cut bearing surfaces.

Use sills or grillages that are large enough to support the superimposed load without settlement. Take precautions to prevent settling of the supporting material unless the sills or grillages are founded on solid rock, shale, or other hard materials.

Place falsework that cannot be founded on a satisfactory spread footing on piling or drilled shafts with enough bearing capacity to support the superimposed load without settlement. Drive falsework piling to the required resistance determined by the applicable formula in Item 404, "Driving Piling." Design drilled shafts for falsework to carry the superimposed load using both skin friction and point bearing.

Weld in conformance with Item 448, "Structural Field Welding." Securely brace each falsework bent to provide the stiffness required, and securely fasten the bracing to each pile or column it crosses.

Remove falsework when it is no longer required or as indicated on the submitted falsework plan. Pull or cut off foundations for falsework at least 2 ft. below finished ground level. Completely remove

falsework, piling, or drilled shafts in a stream, lake, or bay to the approved limits to prevent obstruction to the waterway.

D. Forms. Submit formwork plans in accordance with Section 420.4.B, "Plans for Falsework and Forms."

1. General. Except where otherwise specified or permitted, provide forms of either timber or metal.

Design forms for the pressure exerted by a liquid weighing 150 pcf. Take the rate of concrete placement into consideration in determining the depth of the equivalent liquid. Include a liveload allowance of 50 psf of horizontal surface for job-fabricated forms. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

For commercially produced structural units used for forms, do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction. Include a liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide steel forms for round columns unless otherwise approved. Refer to Item 427, "Surface Finishes for Concrete," for additional requirements for off-the-form finishes.

Provide commercial form liners for imprinting a pattern or texture on the concrete surface as shown on the plans and specified in Section 427.4.B.2.d, "Form Liner Finish."

Provide forming systems that are practically mortar-tight, rigidly braced, and strong enough to prevent bulging between supports, and maintain them to the proper line and grade during concrete placement. Maintain forms in a manner that prevents warping and shrinkage. Do not allow offsets at form joints to exceed 1/16 in.

For forms to be left in place, use only material that is inert, nonbiodegradable, and nonabsorptive.

Attachment of forms or screed supports for bridge slabs to steel I-beams or girders may be by welding subject to the following requirements:

- Do not weld to tension flanges or to areas indicated on the plans.
- Weld in accordance with Item 448, "Structural Field Welding."

Take into account:

- deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram in the setting of slab forms,
- differential beam or girder deflections due to skew angles and the use of certain stay-in-place slab forming systems, and
- deflection of the forming system due to the wet concrete.

For bridge approach slabs, securely stake forms to line and grade and maintain in position. Rigidly attach inside forms for curbs to the outside forms.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before requesting permission to place concrete.

If the forms show signs of bulging or sagging at any stage of the placement, cease placement and remove the portion of the concrete causing this condition immediately if necessary. Reset the forms and securely brace them against further movement before continuing the placement.

2. Timber Forms. Provide properly seasoned good-quality lumber that is free from imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade in the submitted formwork plans.

Maintain forms or form lumber that will be reused so that it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred or that has defects that will produce inferior work, and promptly remove such lumber from the work.

Provide form lining for all formed surfaces except:

- the inside of culvert barrels, inlets, manholes, and box girders;
- the bottom of bridge slabs 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 or by plywood.

Provide form lining of an approved type such as masonite or plywood. Do not provide thin membrane sheeting such as polyethylene sheets for form lining.

Use plywood at least 3/4 in. thick. Place the grain of the face plies on plywood forms parallel to the span between the supporting studs or joists unless otherwise indicated on the submitted form drawings.

Use plywood for forming surfaces that remain exposed that meets the requirements for B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard PS 1.

Space studs and joists so that the facing form material remains in true alignment under the imposed loads.

Space wales closely enough to hold forms securely to the designated lines, scabbed at least 4 ft. on each side of joints to provide continuity. Place a row of wales near the bottom of each placement.

Place facing material with parallel and square joints, securely fastened to supporting studs.

For surfaces exposed to view and receiving only an ordinary surface finish as defined in Section 420.4.M, "Ordinary Surface Finish," place forms with the form panels symmetrical (long dimensions set in the same direction). Make horizontal joints continuous.

Make molding for chamfer strips or other uses of materials of a grade that will not split when nailed and that can be maintained to a true line without warping. Dress wood molding on all faces. Unless otherwise shown on the plans, fill forms at all sharp corners and edges with triangular chamfer strips measuring 3/4 in. on the sides.

To hold forms in place, use metal form ties of an approved type or a satisfactory substitute of a type that permits ease of removal of the metal. Cut back wire ties at least 1/2 in. from the face of the concrete.

Use devices to hold metal ties in place that are able to develop the strength of the tie and adjust to allow for proper alignment.

Entirely remove metal and wooden spreaders that separate the forms as the concrete is being placed.

Provide adequate clean-out openings for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

3. **Metal Forms.** Requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse, and wetting also apply to metal forms except that metal forms do not require lining unless specifically noted on the plans.

   Use form metal thick enough to maintain the true shape without warping or bulging. Countersink all bolt and rivet heads on the facing sides. Design clamps, pins, or other connecting devices to hold the forms rigidly together and to allow removal without damage to the concrete. Use metal forms that present a smooth surface and that line up properly. Keep metal free from rust, grease, and other foreign materials.

4. **Form Supports for Overhang Slabs.** Form supports that transmit a horizontal force to a steel girder or beam or to a prestressed concrete beam are permitted provided a satisfactory structural analysis has been made of the effect on the girder or beam as indicated in the submitted formwork plans.

   When overhang brackets are used on prestressed concrete beam spans with slab overhangs not exceeding 3 ft 6 in., use beam bracing as indicated in the plans. For spans with overhangs exceeding this amount, use additional support for the outside beams regardless of the type of beam

used. Submit details of the proposed bracing system in accordance with Section 420.4.B, "Plans for Falsework and Forms."

Punch or drill holes full size in the webs of steel members for support of overhang brackets, or torch-cut them to 1/4 in. under size and ream them full size. Do not burn the holes full size. Leave the holes open unless otherwise shown on the plans. Never fill the holes by welding.

E. Drains. Install and construct weep holes and roadway drains as shown on the plans.

F. Placing Reinforcement. Place reinforcement as provided in Item 440, "Reinforcing Steel." Do not weld reinforcing steel supports to I-beams or girders or to reinforcing steel except where shown on the plans.

Place post-tensioning ducts in accordance with the approved prestressing details and in accordance with Item 426, "Prestressing." Keep ducts free of obstructions until all post-tensioning operations are complete.

G. Placing Concrete. 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.

Follow the sequence of placing concrete shown on the plans or specified.

Do not place concrete 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 the potential for shrinkage cracking, place concrete in early morning or at night or adjust the placement schedule for more favorable weather. Consult the evaporation rate nomograph in the Portland Cement Association's *Design and Control of Concrete Mixtures* for shrinkage cracking potential. When mixing, placing, and finishing concrete in non-daylight hours, adequately illuminate the entire placement site as approved.

If changes in weather conditions require protective measures after work starts, furnish adequate shelter to protect the concrete against damage from rainfall or from freezing temperatures as outlined in this Item. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

1. **Placing Temperature.** Place concrete according to the following temperature limits for the classes of concrete defined in Section 421.4.A, "Classification and Mix Design":
   - Place Class C, F, H, K, or SS concrete only when its temperature at time of placement is between 50 and 95°F. Increase the minimum placement temperature to 60°F if ground-granulated blast furnace (GGBF) slag is used in the concrete.
   - When used in a bridge slab or in the top slab of a direct-traffic culvert, place Class CO, DC, or S concrete only when its temperature at the time of placement is between 50 and 85°F. Increase the minimum placement temperature to 60°F if GGBF slag is used in the concrete. The maximum temperature increases to 95°F if these classes are used for other applications.
   - Place Class A, B, and D concrete only when its temperature at the time of placement is greater than 50°F.
   - Place mass concrete, defined by Section 420.4.G.14, "Mass Placements," only when its temperature at the time of placement is between 50 and 75°F.
2. **Transporting Time.** Place concrete delivered in agitating trucks within 60 min. after batching. Place concrete delivered in non-agitating equipment within 45 min. after batching. Revise the concrete mix design as necessary for hot weather or other conditions that contribute to quick setting of the concrete. Submit for approval a plan to demonstrate that these time limitations can be extended while ensuring the concrete can be properly placed, consolidated, and finished without the use of additional water.
3. **Workability of Concrete.** Place concrete with a slump as specified in Section 421.4.A.5, "Slump." Concrete that exceeds the maximum slump will be rejected. Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump provided that the

maximum mix design water–cement ratio is not exceeded. After introduction of any additional water or chemical admixtures, mix concrete in accordance with Section 421.4.E, "Mixing and Delivering Concrete." Do not add water or chemical admixtures after any concrete has been discharged.

4. **Transporting Concrete.** Use a method and equipment capable of maintaining the rate of placement shown on the plans or required by this Item to transport concrete to the forms. Transport concrete by buckets, chutes, buggies, belt conveyors, pumps, or other methods.

   Protect concrete transported by conveyors from sun and wind to prevent loss of slump and workability. Shade or wrap with wet burlap pipes through which concrete is pumped as necessary to prevent loss of slump and workability.

   Arrange and use chutes, troughs, conveyors, or pipes so that the concrete ingredients will not be separated. When necessary to prevent segregation, terminate such equipment in vertical downspouts. Extend open troughs and chutes, if necessary, down inside the forms or through holes left in the forms.

   Keep all transporting equipment clean and free from hardened concrete coatings. Discharge water used for cleaning clear of the concrete.

5. **Preparation of Surfaces.** Thoroughly wet all forms, prestressed concrete panels, T-beams, and concrete box beams on which concrete is to be placed before placing concrete on them. Remove any remaining puddles of excess water before placing concrete. Provide surfaces that are in a moist, saturated surface-dry condition when concrete is placed on them.

   Ensure that the subgrade or foundation is moist before placing concrete for bridge approach slabs or other concrete placed on grade. Lightly sprinkle the subgrade if dry.

6. **Expansion Joints.** Construct joints and devices to provide for expansion and contraction in accordance with plan details and the requirements of this Section and Item 454, "Bridge Expansion Joints."

   Prevent bridging of concrete or mortar around expansion joint material in bearings and expansion joints.

   Use forms adaptable to loosening or early removal in construction of all open joints and joints to be filled with expansion joint material. To avoid expansion or contraction damage to the adjacent concrete, loosen these forms as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

   When the plans show a Type A joint, provide preformed fiber joint material in the vertical joints of the roadway slab, curb, median, or sidewalk, and fill the top 1 in. with the specified joint sealing material unless noted otherwise. Install the sealer in accordance with Item 438, "Cleaning and Sealing Joints and Cracks (Rigid Pavement and Bridge Decks)," and the manufacturer's recommendations.

   Use light wire or nails to anchor any preformed fiber joint material to the concrete on 1 side of the joint.

   Ensure that finished joints conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

   Remove all concrete within the joint opening soon after form removal and again where necessary after surface finishing to ensure full effectiveness of the expansion joint.

7. **Construction Joints.** A construction joint is the joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set. Monolithic placement means that the manner and sequence of concrete placing does not create a construction joint.

   Make construction joints of the type and at the locations shown on the plans. Do not make joints in bridge slabs not shown on the plans unless approved. Additional joints in other members are not permitted without approval. Place authorized additional joints using details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise required, make construction joints square and normal to the forms. Use bulkheads in the forms for all vertical joints.

Thoroughly roughen the top surface of a concrete placement terminating at a horizontal construction joint as soon as practical after initial set is attained.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Coat the joint surface with bonding mortar, grout, epoxy, or other material as indicated in the plans or other Items. Provide Type V epoxy per DMS-6100, "Epoxies and Adhesives," for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is saturated surface-dry, and place the concrete before the bonding mortar or grout dries. Place other bonding agents in accordance with the manufacturer's recommendations.

8. **Handling and Placing.** Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform dense compact mass.

   Do not allow concrete to free-fall more than 5 ft. except in the case of drilled shafts, thin walls such as in culverts, or as allowed by other Items. Remove any hardened concrete splatter ahead of the plastic concrete.

   Fill each part of the forms by depositing concrete as near its final position as possible. Do not deposit large quantities at 1 point and run or work the concrete along the forms.

   Deposit concrete in the forms in layers of suitable depth but not more than 36 in. deep unless otherwise permitted.

   Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so that they can be vibrated into a homogeneous mass with the previously placed concrete before it sets. When re-vibration of the concrete is shown on the plans, allow at most 1 hr. to elapse between adjacent or successive placements of concrete except as otherwise allowed by an approved placing procedure. This time limit may be extended by 1/2 hr. if the concrete contains at least a normal dosage of retarding admixture.

   Use an approved retarding agent to control stress cracks and cold joints in placements where differential settlement and setting time may induce cracking.

9. **Consolidation.** Carefully consolidate concrete and flush mortar to the form surfaces with immersion type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

   Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Insert the vibrator vertically where possible except for slabs where it may be inserted in a sloping or horizontal position. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms.

10. **Installation of Dowels and Anchor Bolts.** Install dowels and anchor bolts by casting them in-place or by grouting with grout, epoxy, or epoxy mortar unless noted otherwise. Form or drill holes for grouting.

    Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. When using grout or epoxy mortar, make the diameter of the hole at least twice the dowel or bolt diameter, but the hole

need not exceed the dowel or bolt diameter plus 1-1/2 in. When using epoxy, make the hole diameter 1/16 to 1/4 in. greater than the dowel or bolt diameter.

Thoroughly clean holes of all loose material, oil, grease, or other bond-breaking substance, and blow them clean with filtered compressed air. Ensure that holes are in a surface dry condition when epoxy type material is used and in a surface moist condition when hydraulic cement grout is used. Develop and demonstrate for approval a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts. Completely fill the void between the hole and dowel or bolt with grouting material. Follow exactly the requirements for cleaning outlined in the product specifications for prepackaged systems.

For cast-in-place or grouted systems, provide hydraulic cement grout in accordance with Section 421.2.F, "Mortar and Grout," epoxy, epoxy mortar, or other prepackaged grouts as approved. Provide a Type III epoxy per DMS-6100, "Epoxies and Adhesives," when neat epoxy is used for anchor bolts or dowels. Provide Type VIII epoxy per DMS-6100 when an epoxy grout is used. Provide grout, epoxy, or epoxy mortar as the binding agent unless otherwise indicated on the plans.

Provide other anchor systems as required in the plans.

11. **Placing Concrete in Cold Weather.** Protect concrete placed under weather conditions where weather may adversely affect results. Permission given by the Engineer for placing during cold weather does not relieve the Contractor of responsibility for producing concrete equal in quality to that placed under normal conditions. If concrete placed under poor conditions is unsatisfactory, remove and replace it as directed at Contractor's expense.

    Do not place concrete in contact with any material coated with frost or having a temperature of 32°F or lower. Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Concrete may be placed when the ambient temperature in the shade is 35°F and rising or above 40°F.

    Provide and install recording thermometers, maturity meters, or other suitable temperature measuring devices to verify that all concrete is effectively protected as follows:

    - Maintain the temperature of the top surface of bridge slabs and top slabs of direct-traffic culverts at 50°F or above for 72 hr. from the time of placement and above 40°F for an additional 72 hr.
    - Maintain the temperature at all surfaces of concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottoms of bridge slab or culvert top slabs, and other similar formed concrete at 40°F or above for 72 hr. from the time of placement.
    - Maintain the temperature of all other concrete, including the bottom slabs (footings) of culverts, placed on or in the ground above 32°F for 72 hr. from the time of placement.

    Use additional covering, insulated forms, or other means and, if necessary, supplement the covering with artificial heating. Avoid applying heat directly to concrete surfaces. Cure as specified in Section 420.4.J, "Curing Concrete," during this period until all requirements for curing have been satisfied.

    When impending weather conditions indicate the possible need for temperature protection, have on hand all necessary heating and covering material, ready for use, before permission is granted to begin placement.

12. **Placing Concrete in Hot Weather.** Use an approved retarding agent in all concrete for superstructures and top slabs of direct-traffic culverts, except concrete containing GGBF slag, when the temperature of the air is above 85°F unless otherwise directed.

    Keep the concrete at or below the maximum temperature at time of placement as specified in Section 420.4.G.1, "Placing Temperature." Sprinkle and shade aggregate stockpiles or use ice, liquid nitrogen systems, or other approved methods as necessary to control the concrete temperature.

13. **Placing Concrete in Water.** Deposit concrete in water only when shown on the plans or with approval. Make forms or cofferdams tight enough to prevent any water current passing through the

space in which the concrete is being deposited. Do not pump water during the concrete placing or until the concrete has set for at least 36 hr.

Place the concrete with a tremie or pump, or use another approved method, and do not allow it to fall freely through the water or disturb it after it is placed. Keep the concrete surface approximately level during placement.

Support the tremie or operate the pump so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. Submerge the lower end of the tremie or pump hose in the concrete at all times. Use continuous placing operations until the work is complete.

For concrete to be placed under water, design the concrete mix in accordance with Item 421, "Hydraulic Cement Concrete," with a minimum cement content of 650 lb. per cubic yard. Include an anti-washout admixture in the mix design as necessary to produce a satisfactory finished product.

14. **Mass Placements.** Mass placements are defined as placements with a least dimension greater than or equal to 5 ft., or designated on the plans. For monolithic mass placements, develop and obtain approval for a plan to ensure the following 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 and
    - the temperature at the central core of the placement does not exceed 160°F.

    Base this plan on the equations given in the Portland Cement Association's *Design and Control of Concrete Mixtures*. Cease all mass placement operations and revise the plan as necessary if either of the above limitations is exceeded.

    Include a combination of the following elements in this plan:
    - selection of concrete ingredients including aggregates, gradation, and cement types, to minimize heat of hydration;
    - use of ice or other concrete cooling ingredients;
    - use of liquid nitrogen dosing systems;
    - controlling rate or time of concrete placement;
    - use of insulation or supplemental external heat to control heat loss;
    - use of supplementary cementing materials; or
    - use of a cooling system to control the core temperature.

    Furnish and install 2 sets of temperature recording devices, maturity meters, or other approved equivalent devices at designated locations. Use these devices to simultaneously measure the temperature of the concrete at the core and the surface. Maintain temperature control methods for 4 days unless otherwise approved. Maturity meters may not be used to predict strength of mass concrete.

15. **Placing Concrete in Foundation and Substructure.** Do not place concrete in footings until the depth and character of the foundation has been inspected and permission has been given to proceed.

    Placing of concrete footings upon seal concrete is permitted after the cofferdams are free from water and the seal concrete cleaned. Perform any necessary pumping or bailing during the concreting from a suitable sump located outside the forms.

    Construct or adjust all temporary wales or braces inside cofferdams as the work proceeds to prevent unauthorized construction joints.

    When footings can be placed in a dry excavation without the use of cofferdams, omit forms if approved, and fill the entire excavation with concrete to the elevation of the top of footing.

    Place concrete in columns monolithically between construction joints unless otherwise directed. Columns and caps or tie beams supported on them may be placed in the same operation or separately. If placed in the same operation, allow for settlement and shrinkage of the column concrete by placing it to the lower level of the cap or tie beam, and delay placement between 1 and 2 hr. before proceeding with the cap or tie beam placement.

16. **Placing Concrete in Box Culverts.** Where the top slab and walls are placed monolithically in culverts more than 4 ft. in clear height, allow between 1 and 2 hr. to elapse before placing the top slab to allow for settlement and shrinkage in the wall concrete.

    Accurately finish the footing slab at the proper time to provide a smooth uniform surface. Finish top slabs that carry direct-traffic as specified in this Item. Give top slabs of fill type culverts a float finish.

17. **Placing Concrete in Superstructure.** Unless otherwise shown on the plans, place simple span bridge slabs without transverse construction joints by using either a self-propelled transverse finishing machine or a mechanical longitudinal screed. For small placements or for unusual conditions such as narrow widening, variable cross-slopes, or transitions, use of manually operated screeding equipment may be permitted. Support the screed adequately on a header or rail system stable enough to withstand the longitudinal or lateral thrust of the equipment. Adjust the profile grade line as necessary to account for variations in beam camber and other factors to obtain the required slab thickness and concrete cover over the slab reinforcement. Set beams and verify their surface elevations in a sufficient number of spans so that when adjustment is necessary, the profile grade line can be adjusted over suitable increments to produce a smooth riding surface. Take dead load deflection into account in setting the grades of headers and rail systems. Use construction joints, when required or permitted for slab placements on steel or prestressed concrete beams, as shown on the plans. Before placing concrete on steel girder or truss spans, release falsework under the spans and swing the spans free on their permanent supports.

    Make 1 or more passes with the screed over the bridge slab segment before placing concrete on it to ensure proper operation and maintenance of grades and clearances. Use an approved system of checking to detect any vertical movement of the forms or falsework. Maintain forms for the bottom surface of concrete slabs, girders, and overhangs to the required vertical alignment during concrete placing.

    Fog unformed surfaces of slab concrete in bridge slabs and in top slabs of direct-traffic culverts from the time of initial strikeoff of the concrete until finishing is completed and required interim curing is in place. Do not use fogging as a means to add finishing water, and do not work moisture from the fog spray into the fresh concrete.

    For simple spans, retard the concrete only if necessary to complete finishing operations or as required by this Section. When filling curb forms, bring the top of curb and sidewalk section to the correct camber and alignment, and finish them as described in this Item.

    a. **Transverse Screeding.** Install rails for transverse finishing machines that are supported from the beams or girders so that the supports may be removed without damage to the slab. Prevent bonding between removable supports and the concrete in an acceptable manner. Do not allow rail support parts that remain embedded in the slab to project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders are subject to the requirements of this Item. Unless otherwise shown on the plans, for transverse screeding the minimum rate of concrete placement is 30 linear feet of bridge slab per hour. Deposit concrete parallel to the skew of the bridge so that all girders are loaded uniformly along their length. Deposit slab concrete between the exterior beam and the adjacent beam before placing concrete in the overhang portion of the slab. Furnish personnel and equipment capable of placing, finishing, and curing the slab at an acceptable rate to ensure compliance with the specifications. Place concrete in transverse strips. On profile grades greater than 1-1/2%, start placement at the lowest end.

    b. **Longitudinal Screeding.** Unless otherwise shown on the plans, use of temporary intermediate headers will be permitted for placements over 50 ft. long if the rate of placement is rapid enough to prevent a cold joint and if these headers are designed for easy removal to permit satisfactory consolidation and finish of the concrete at their locations. Deposit slab concrete between the exterior beam and the adjacent beam before placing concrete in the overhang portion of the slab. Place concrete in longitudinal strips starting at a point in the center of the segment adjacent to 1 side except as this Section indicates, and complete the strip by placing uniformly in both directions toward the ends. For spans on a profile grade of

1-1/2% or more, start placing at the lowest end. Use strips wide enough that the concrete within each strip remains plastic until placement of the adjacent strip. Where monolithic curb construction is specified, place the concrete in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

c. **Placements on Continuous Steel Units.** Unless otherwise shown on the plans, place slabs on continuous steel units in a single continuous operation without transverse construction joints using a self-propelled transverse finishing machine or a mechanical longitudinal screed. Retard the initial set of the concrete sufficiently to ensure that concrete remains plastic in at least 3 spans immediately preceding the slab being placed. Use construction joints, when required for slab placements on steel beams or girders, as shown on the plans. When staged placement of a slab is required in the plans, ensure that the previously placed concrete attains a compressive strength of 3,000 psi before placing the next stage concrete. Multiple stages may be placed in a single day if approved. Where plans permit staged placing without specifying a particular order of placement, use an approved placing sequence that will not overstress of any of the supporting members.

d. **Slab and Girder Units.** Unless otherwise shown on the plans, place girders, slab, and curbs of slab and girder spans monolithically. Fill concrete girder stems first, and place the slab concrete within the time limits specified in this Item. If using a transverse screed, place concrete in the stems for a short distance and then place the concrete in transverse strips. If using a longitudinal screed, fill the outside girder stem first, beginning at the low end or side, and continue placement in longitudinal strips.

H. **Treatment and Finishing of Horizontal Surfaces Other Than Bridge Slabs.** Strike off to grade and finish all unformed upper surfaces. Do not use mortar topping for surfaces constructed under this Section.

After the concrete has been struck off, float the surface with a suitable float. Give bridge sidewalks a wood float or broom finish, or stripe them with a brush.

Slightly slope the tops of caps and piers between bearing areas from the center toward the edge, and slope the tops of abutment and transition bent caps from the backwall to the edge, as directed, so that water drains from the surface. Give the concrete a smooth trowel finish. Construct bearing areas for steel units in accordance with Section 441.3.K.5, "Bearing and Anchorage Devices." Give the bearing area under the expansion ends of concrete slabs and slab and girder spans a steel-trowel finish to the exact grades required. Give bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups a textured, wood float finish. Do not allow the bearing area to vary from a level plane more than 1/16 in. in all directions.

Cast bearing seat buildups or pedestals for concrete units integrally with the cap or with a construction joint. Provide a latex-based mortar, an epoxy mortar, or an approved proprietary bearing mortar for bearing seat buildups cast with a construction joint. Mix mortars in accordance with the manufacturer's recommendations. Construct pedestals of Class C concrete, reinforced as shown on the plans or as indicated in Figure 1 and Figure 2.

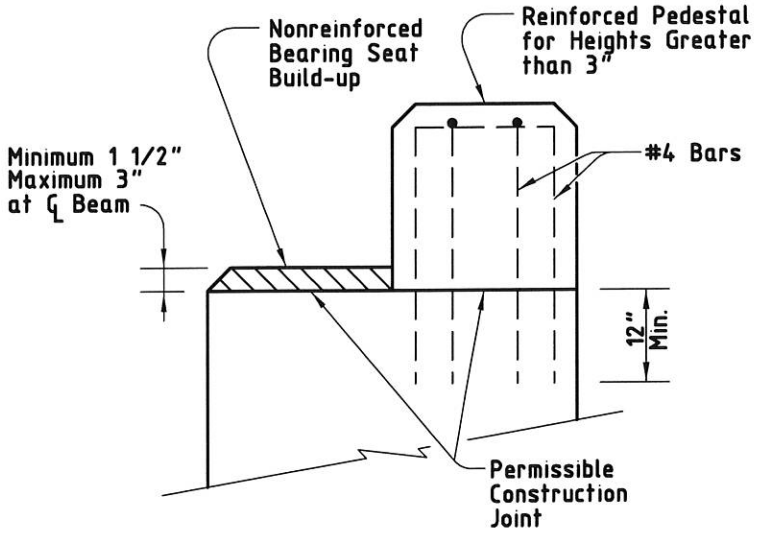


Figure 1
Section through bearing seat buildups.

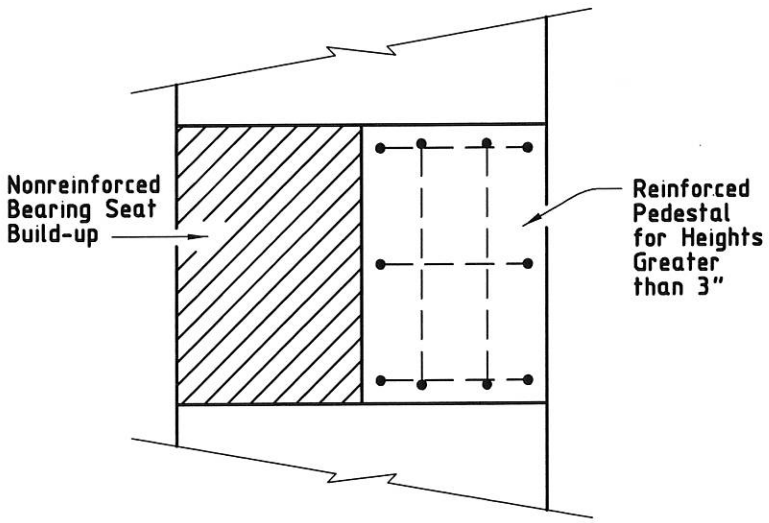


Figure 2
Plan view of bearing seat buildups.

I. **Finish of Bridge Slabs.** Provide camber for specified vertical curvature and transverse slopes.

For concrete flat slab and concrete slab and girder spans cast in place on falsework, provide additional camber to offset the initial and final deflections of the span as indicated in the plans. For concrete slab and girder spans using pan forms, provide camber of approximately 3/8 in. for 30-ft. spans and 1/2 in. for 40-ft. spans to offset initial and final deflections unless otherwise directed. For concrete flat slab

and concrete slab and girder spans not using pan forms, when dead load deflection is not shown on the plans, provide a camber of 1/8 in. per 10 ft. of span length but no more than 1/2 in.

Provide a camber of 1/4 in. in addition to deflection for slabs without vertical curvature on steel or prestressed concrete beams.

Use work bridges or other suitable facilities to perform all finishing operations and to provide access, if necessary, for the Engineer to check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section wide enough to permit working, level, strike off, and screed the surface, carrying a slight excess of concrete ahead of the screed to fill all low spots.

Move longitudinal screeds 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. Move transverse screeds longitudinally approximately 1/5 of the drum length for each complete out-and-back pass of the carriage.

Screed the surface of the concrete enough times and at intervals to produce a uniform surface true to grade and free of voids.

Work the screeded surface to a smooth finish with a long-handled wood or metal float or hand-float it from work bridges over the slab. Floating may not be necessary if the pan float attached to a transverse screed produces an acceptable finish. Avoid overworking the surface of the concrete. Avoid overuse of finish water.

Perform sufficient checks, witnessed by the Engineer, with a long-handled 16-ft. straightedge on the plastic concrete to ensure that the final surface will be within specified tolerances. Make the check with the straightedge parallel to the centerline. Lap each pass half over the preceding pass. Remove all high spots, and fill and float all depressions over 1/16 in. deep with fresh concrete. Continue checking and floating until the surface is true to grade and free of depressions, high spots, voids, or rough spots. Fill screed-rail support holes with concrete, and finish them to match the top of the slab.

Finish the concrete surface to a uniform texture using a carpet drag, burlap drag, or broom finish. Finish the surface to a smooth sandy texture without blemishes, marks, or scratches deeper than 1/16 in. Apply the surface texturing using a work bridge or platform immediately after completing the straightedge checks. Draw the carpet or burlap drag longitudinally along the concrete surface, adjusting the surface contact area or pressure to provide a satisfactory coarsely textured surface. A broom finish may be performed using a fine bristle broom transversely.

Coat the concrete surface immediately after the carpet or burlap drag, or broom finish with a single application of evaporation retardant at a rate recommended by the manufacturer. Do not allow more than 10 min. to elapse between the texturing at any location and application of evaporation retardant. The evaporation retardant may be applied using the same work bridge used for surface texturing. Do not work the concrete surface once the evaporation retardant has been applied.

Apply interim and final curing in accordance with Section 420.4.J, "Curing Concrete."

The Contractor is responsible for the ride quality of the finished bridge slab. The Engineer will use a 10-ft. straightedge (1/8 in. in 10 ft.) to verify ride quality and to determine locations where corrections are needed. If the Engineer determines that the ride quality is unacceptable, submit a plan for approval to produce a ride of acceptable quality. Make all corrections for ride before saw-cutting grooves.

Saw-cut grooves in the hardened concrete of bridge slabs, bridge approach slabs, and direct-traffic culverts to produce the final texturing after completion of the required curing period. Cut grooves perpendicular to the structure centerline. Cut grooves continuously across the slab to within 18 in. of the barrier rail, curb, or median divider. At skewed metal expansion joints in bridge slabs, adjust groove cutting by using narrow-width cutting heads so that all grooves end within 6 in. of the joint, measured perpendicular to the centerline of the metal joint. Leave no ungrooved surface wider than 6 in. adjacent to either side of the joint. Ensure that the minimum distance to the first groove, measured perpendicular to the edge of the concrete joint or from the junction between the concrete and the metal leg of the joint, is 1 in. Cut grooves continuously across construction joints or other joints in the concrete that are less than 1/2 in. wide. Apply the same procedure described above where barrier rails, curbs, or median dividers are not parallel to the structure centerline to maintain the 18-in. maximum

dimension from the end of the grooves to the gutter line. Cut grooves continuously across formed concrete joints.

When the plans call for a concrete overlay to be placed on the slab (new construction) or on prestressed concrete box beams or other precast elements, give a carpet drag, burlap drag, or broom finish to all concrete surfaces to be overlaid. Saw-grooving is not required in this case. Provide an average texture depth for the finish of approximately 0.035 in. with no individual test falling below 0.020 in., unless otherwise shown on the plans, when tested in accordance with Tex-436-A. If the texture depth falls below what is intended, revise finishing procedures to produce the desired texture.

When the plans require an asphalt seal, with or without overlay, on the slab (new construction), on prestressed concrete box beams, or on other precast elements, give all concrete surfaces to be covered a lightly textured broom or carpet drag finish. Provide an average texture depth of approximately 0.025 in. when tested in accordance with Tex-436-A.

J. Curing Concrete. Obtain approval of the proposed curing methods, equipment, and materials before placing concrete. The Engineer may require the same curing methods for like portions of a single structure. Inadequate curing or facilities may delay all concrete placement on the job until remedial action is taken.

A curing day is a calendar day when the temperature, taken in the shade away from artificial heat, is above 50°F for at least 19 hr. or, on colder days if the temperature of all surfaces of the concrete is maintained above 40°F, for the entire 24 hr. The required curing period begins when all concrete has attained its initial set. Tex-440-A may be used to determine when the concrete has attained its initial set.

Cure all concrete for 4 consecutive days except as noted in Table 1.

Table 1
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 supplementary cementing materials	10
Concrete piling buildups	All	6

For upper surfaces of bridge slabs, bridge approach slabs, median and sidewalk slabs, and culvert top slabs constructed using Class S concrete, apply interim curing using a Type 1-D curing compound as soon as possible after application of the evaporation retardant and after the water sheen has disappeared, but no more than 45 min. after application of the evaporation retardant. Apply membrane interim curing using a work bridge or other approved apparatus to ensure a uniform application. Water-cure for final curing in accordance with this Section, starting as soon as possible without damaging the surface finish. Maintain the water curing for the duration noted in Table 1. Place polyethylene sheeting, burlap-polyethylene blankets, laminated mats, or insulating curing mats in direct contact with the slab when the air temperature is expected to drop below 40°F during the first 72 hr. of the curing period. Weigh down these curing materials 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 wet weather if the insulating cotton mats become wet or if the concrete drops below the specified curing temperature. Avoid applying heat directly to concrete surfaces.

For the top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, risers, etc.) and other superstructure concrete (curbs, wingwalls, parapet walls, etc.), use only water curing in accordance with this Section.

Cure all other concrete as specified in the pertinent Items. Use the following methods for curing concrete, subject to the requirements of this Item.

1. **Form Curing.** When forms are left in intimate contact with the concrete, other curing methods are not required except for exposed surfaces and for cold weather protection. If forms are removed before the 4-day required curing period, use another approved curing method.
2. **Water Curing.** Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water curing that meets the requirements for concrete mixing water in Section 421.2.D, "Water." Do not use seawater or water that stains or leaves an unsightly residue.
    a. **Wet Mats.** Keep the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. If needed, place damp burlap blankets made from 9-oz. stock on the damp concrete surface for temporary protection before applying cotton mats. Then place the dry mats and wet them immediately after they are placed. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet.
    b. **Water Spray.** Overlap sprays or sprinklers to keep all unformed surfaces continuously wet.
    c. **Ponding.** Cover the surfaces with at least 2 in. of clean granular material, kept wet at all times, or at least 1 in. deep water. Use a dam to retain the water or saturated granular material.
3. **Membrane Curing.** Unless otherwise shown on the plans, choose either Type 1-D or Type 2 membrane-curing compound when membrane curing is permitted. Type 1-D (Resin Base Only) is required for interim curing bridge slabs and top slabs of direct-traffic culverts and all other surfaces that require a higher grade of surface finish. For substructure concrete provide only 1 type of curing compound on any 1 structure.

    Apply membrane curing just after free moisture has disappeared at a rate of approximately 180 sq. ft. per gallon. Do not spray curing compound on projecting reinforcing steel or concrete that will later form a construction joint. Do not apply membrane curing to dry surfaces. Dampen formed surfaces and surfaces that have been given a first rub so that they are moist at the time of application of the membrane.

    When membrane is used for complete curing, leave the film unbroken for the minimum curing period specified. Correct damaged membrane immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats, or laminated mats in close contact with the concrete surfaces are equivalent to membrane curing.

K. Removal of Forms and Falsework. Unless otherwise directed, forms for vertical surfaces may be removed after the concrete has aged 12 hr. after initial set provided the removal can be done without damage to the concrete. Keep forms for mass placements, defined in Section 420.4.G.14, "Mass Placements," in place for 4 days following concrete placement.

Remove forms for inside curb faces and for bridge rails whenever removal can be done without damage to the curb or railing.

Leave in place weight-supporting forms and falsework spanning more than 1 ft. for all bridge components and culvert slabs except as directed otherwise until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Remove inside forms (walls and top slabs) for box culverts and sewers after concrete has attained a compressive strength of 1,800 psi if an approved overhead support system is used to transfer the weight of the top slab to the walls of the box culvert or sewer before removal of the support provided by the forms.

Forms or parts of forms may be removed only if 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.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so that metal may be removed without undue chipping or spalling of the concrete, and so that it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

L. **Defective Work.** Repair defective work as soon as possible. Remove and replace at the expense of the Contractor any defect that cannot be repaired to the satisfaction of the Engineer.

M. **Ordinary Surface Finish.** Apply an ordinary surface finish to all concrete surfaces as follows:

- Chip away all loose or broken material to sound concrete where porous, spalled, or honeycombed areas are visible after form removal.
- Repair spalls by saw-cutting and chipping at least 1/2 in. deep, perpendicular to the surface to eliminate feather edges. Repair shallow cavities using a latex adhesive grout, cement mortar, or epoxy mortar as approved. Repair large areas using concrete as directed or approved.
- Clean and fill holes or spalls caused by the removal of form ties, etc., with latex grout, cement grout, or epoxy grout as approved. Fill only the holes. Do not blend the patch with the surrounding concrete. On surfaces to receive a rub finish in accordance with Item 427, "Surface Finishes for Concrete," chip out exposed parts of metals chairs to a depth of 1/2 in. and repair the surface.
- Remove all fins, runs, drips, or mortar from surfaces that will be exposed. Smooth all form marks and chamfer edges by grinding or dry-rubbing.
- Ensure that all repairs are dense, well bonded, and properly cured. Finish exposed large repairs to blend with the surrounding concrete where a higher class of finish is not specified.

Unless noted otherwise, apply an ordinary surface finish as the final finish to the following exposed surfaces:

- inside and top of inlets,
- inside and top of manholes,
- inside of sewer appurtenances,
- inside of culvert barrels,
- bottom of bridge slabs between girders or beams, and
- vertical and bottom surfaces of interior concrete beams or girders.

Form marks and chamfer edges do not need to be smoothed for the inside of culvert barrels and the bottom of bridge slabs between girders or beams.

420.5. Measurement. This Item will be measured by the cubic yard, square yard, foot, square foot, or by each structure.

A. **General.** Concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer.

In determining quantities, no deductions will be made for chamfers less than 2 in. or for embedded portions of steel or prestressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, ducts and voids for prestressed tendons, or embedded portions of light fixtures.

For slab and girder spans using pan forms, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

For slabs on steel or prestressed concrete beams, an estimated quantity for the haunch between the slab and beams will be included. No measurement will be made during construction for variation in the amount of haunch concrete due to variations in camber of the beams.

For cast-in-place slabs on slab beams, double-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 that may be required by an adjustment of the profile grade line during construction, to insure proper slab thickness, will not be measured for payment.

Variation in concrete headwall quantity incurred when an alternate bid for pipe is permitted will not be cause for payment adjustment.

Mass placements may be either a plans quantity item or measured in place as indicated.

Quantities revised by a change in design, measured as specified, will be increased or decreased and included for payment.

B. Plans Quantity. Structure elements designated in Table 2 and measured by the cubic yard are plans quantity measurement items. The quantity to be paid for plans quantity items is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

No adjustment will be made for footings or other in-ground elements where the Contractor has been allowed to place concrete in an excavation without forms.

Table 2
Plans Quantity Payment
(Cubic Yard Measurement Only)

Culverts and culvert wing walls	Abutments
Headwalls for pipe	Slab and girder spans (pan form)
Retaining walls	Footings
Inlets and manholes	Pile bent caps
Shear key concrete for box and slab beams	Concrete wearing surface on pre-cast box beams, slab beams or double-T beams
Bridge approach slabs	Cast-in-place concrete slab spans

Note: Other structure elements, including pier and bent concrete, may be paid for as "plans quantity" when shown on the plans.

C. Measured in Place. Items not paid for as "plans quantity" will be measured in place.

420.6. 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 the various structure elements specified of the various classes of concrete. Mass placements, as defined in Section 420.4.G.14, "Mass Placements," will be paid for separately for the various classes of concrete. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; placing, finishing, curing, and grooving concrete; applying ordinary surface finish; furnishing and placing drains, metal flashing strips, and expansion-joint material; excavation, subgrade preparation, and disposal of excavated material for bridge approach slabs; and forms and falsework, equipment, labor, tools, and incidentals.

Diaphragm concrete will not be paid for directly but is subsidiary to the slab unless otherwise shown on the plans.

Design and installation of foundations for falsework is at the Contractor's expense.

The following procedure will be used to evaluate concrete where 1 or more project acceptance test specimens fail to meet the required design strength specified in Item 421, "Hydraulic Cement Concrete," or in the plans:

- The concrete for a given placement will be considered structurally adequate and accepted at full price if the average of all test results for specimens made at the time of placement meets the required design strength provided that no single test result is less than 85% of the required design strength.
- The Engineer will perform a structural review of the concrete to determine its adequacy to remain in service if the average of all test results for specimens made at the time of placement is less than the required design strength or if any test results are less than 85% of the required design strength. If cores are required to determine the strength of the in-situ concrete, take cores at locations designated by the Engineer in accordance with Tex-424-A. The coring and testing of the cores will be at the Contractor's expense. The Engineer will test the cores.
- If all of the tested cores meet the required design strength, the concrete will be paid for at the full price.
- If any of the tested cores do not meet the required design strength but the average strength attained is determined to be structurally adequate, the Engineer will determine the limits of the pay adjustment. The average strength of the cores tested will be used in the pay adjustment formula.
- Remove concrete that is not structurally adequate.
- Concrete that has been determined to be structurally adequate may be accepted at an adjusted price based on the following formula:

$A = 0.10Bp + 0.75(Sa/Ss)^2 Bp$

where:

A = Amount to be paid per unit of measure for the entire placement in question
Sa = Actual strength from cylinders or cores. Use values from cores, if taken.
Ss = Minimum required strength (specified)
Bp = Unit bid price.

- The decision to reject structurally inadequate concrete or to apply the pay adjustment will be made no later than 56 days after placement.

ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. Furnish and install reinforced concrete pipe, materials for precast concrete pipe culverts, or precast concrete storm drain mains, laterals, stubs, and inlet leads.

464.2. Materials.

A. Fabrication. Provide precast reinforced concrete pipe that conforms to the design shown on the plans and to the following:

- ASTM C 76 or ASTM C 655 unless otherwise shown on the plans for circular pipe, or
- ASTM C 506 for arch pipe, or
- ASTM C 507 for horizontal elliptical pipe.

Provide precast concrete pipe that is machine-made or cast by a process that will provide for uniform placement of the concrete in the form and compaction by mechanical devices that will assure a dense concrete. Mix concrete in a central batch plant or other approved batching facility where the quality and uniformity of the concrete is assured. Do not use transit-mixed concrete for precast concrete pipe. When sulfate-resistant concrete is required, do not use Class C fly ash.

Do not place more than 2 holes for lifting and placing in the top section of precast pipe. Cast, cut, or drill the lifting holes in the wall of the pipe. The maximum hole diameter is 3 in. at the inside surface of the pipe wall and 4 in. at the outside surface. Do not cut more than 1 longitudinal wire or 2 circumferential wires per layer of reinforcing steel when locating lift holes.

B. Design.

1. **General.** The class and D-load equivalents are shown in Table 1. Furnish arch pipe in accordance with ASTM C 506 and the dimensions shown in Table 2. Furnish horizontal elliptical pipe in accordance with ASTM C 507 and the dimensions shown in Table 3. For arch pipe and horizontal elliptical pipe the minimum height of cover required is 1 ft.

Table 1
Circular Pipe
ASTM C 76 & ASTM C 655

Class	D-Load
I	800
II	1,000
III	1,350
IV	2,000
V	3,000

Table 2
Arch Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	13-1/2	22
2	21	15-1/2	26
3	24	18	28-1/2
4	60	22-1/2	36-1/4
5	36	26-5/8	43-3/4
6	42	31-5/16	51-1/8
7	48	36	58-1/2
8	54	40	65
9	60	45	73
10	72	54	88

Table 3
Horizontal Elliptical Pipe

Design Size	Equivalent Diameter (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

2. **Jacking, Boring, or Tunneling.** Design pipe for jacking, boring, or tunneling considering the specific installation conditions such as the soil conditions, installation methods, anticipated deflection angles, and jacking stresses. When requested, provide design notes and drawings signed and sealed by a Texas licensed professional engineer.

C. **Physical Test Requirements.** Acceptance of the pipe will be determined by the results of the following tests:

- material tests required in ASTM C 76, C 655, C 506, or C 507,
- absorption tests in accordance with ASTM C 497,
- three-edge bearing tests in accordance with ASTM C 497 (Perform 3-edge bearing tests on 1 pipe for each 300 pipes or fraction thereof for each design or shape, size, class, or D-load produced within 30 calendar days. Test for the load to produce a 0.01-in. crack or 15% in excess of the required D-load, whichever is less. Test the pipe to ultimate load if so directed. Tested pipe that satisfies the requirements of Section 464.2.F., "Causes for Rejection," may be used for construction. As an alternate to the 3-edge bearing test, concrete pipe 54 in. in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The

manufacturer must determine the compressive strength of the samples. Obtain, cure, prepare, and test the cores in accordance with ASTM C 497. The manufacturer must plug and seal core holes in the pipe wall after testing.), and

- inspection of the finished pipe to determine its conformance with the required design and its freedom from defects.

D. Marking. Clearly mark the following information on each section of pipe:

- class or D-load of pipe,
- ASTM designation,
- date of manufacture,
- name or trademark of the manufacturer, and
- pipe to be used for jacking and boring.

For pipe with elliptical reinforcement, clearly mark 1 end of each section during the process of manufacture or immediately thereafter. Mark the pipe 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. Mark the pipe section by indenting or painting with waterproof paint.

E. Inspection. Provide facilities and access to allow for inspection regarding the quality of materials, the process of manufacture, and the finished pipe at the pipe manufacturing plant. In addition, provide access for inspection of the finished pipe at the project site before and during installation.

F. Causes for Rejection. Individual sections of pipe may be rejected for any of the following:

- fractures or cracks passing through the shell, with the exception of a single end crack that does not exceed the depth of the joint;
- defects that indicate imperfect proportioning, mixing, and molding;
- surface defects indicating honeycombed or open texture;
- damaged ends where such damage would prevent making a satisfactory joint;
- any continuous crack having a surface width of 0.01 in. or more and extending for a length of 12 in. or more.

G. Repairs. Make repairs if necessary because of occasional imperfections in manufacture or accidental damage during handling. The Engineer may accept pipe with repairs that are sound, properly finished, and cured in conformance with pertinent specifications.

H. Rejections. Allow access for the marking of rejected pipe. Rejected pipe will be plainly marked by the Engineer by painting colored spots over the Department monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots will be no larger than 4 in. in diameter. The rejected pipe will not be defaced in any other manner. Remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

I. Jointing Materials. Use any of the materials described herein for the making of joints, unless otherwise shown on the plans. Furnish a manufacturer's certificate of compliance for all jointing materials except mortar.

1. **Mortar.** Provide mortar for joints that meets the requirements of Section 464.3.C, "Jointing."
2. **Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Provide a material that consists of natural 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 1/2 in. thick by means of a trowel. Provide a joint compound that cures to a firm, stiff plastic condition after application. Provide a material of a uniform mixture. If any small separation occurs in the container, stir to a uniform mix before using.

   Provide a material that meets the requirements of Table 4 when tested in accordance with Tex-526-C.

Table 4
Cold-Applied, Plastic Asphalt Sewer Joint Compound
Material Requirements

Composition	Analysis
Asphalt base, 100%–% volatiles–% ash, % by weight	28–45
Volatiles, 212°F evaporation, 24 hr., % by weight	10–26
Mineral matter, determined as ash, % by weight	30–55
Consistency, cone penetration, 150 q, 5 sec., 77°F	150–275

3. **Rubber Gaskets.** Provide gaskets that conform to ASTM C 361 or C 443. Meet the requirements of ASTM C 443 for design of the joints and permissible variations in dimensions.

4. **Pre-Formed Flexible Joint Sealants.** Pre-formed flexible joint sealants may be used for sealing joints of tongue-and-groove concrete pipe. Provide flexible joint sealants that meet the requirements of ASTM C 990. Use flexible joint sealants that do not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. Supply in extruded rope form of suitable cross section. Provide a size of the pre-formed flexible joint sealant in accordance with the manufacturer's recommendations and large enough to properly seal the joint. Flexible joint sealants must be protected by a suitable wrapper, and the jointing material must maintain integrity when the wrapper is removed.

464.3. Construction.

A. Excavation, Shaping, Bedding, and Backfill. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are permitted. Jack, bore, or tunnel the pipe in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." If joints consist of materials other than mortar, immediate backfilling is permitted. Take special precautions in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. Unless otherwise shown on the plans or permitted in writing, do not use heavy earth-moving equipment to haul over the structure until a minimum of 4 ft. of permanent or temporary compacted fill has been placed over the structure. Remove and replace pipe damaged by the Contractor at no expense to the Department.

B. Laying Pipe. Unless otherwise authorized, start the laying of pipe on the bedding at the outlet end with the spigot or tongue end pointing downstream, and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Fit, match, and lay the pipe to form a smooth, uniform conduit. Where bell-and-spigot pipe is used, cut cross trenches in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. Do not cut cross trenches more than 2 in. larger than the bell ends of the pipe. Lower sections of pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench. Carefully clean the ends of the pipe before the pipe is placed. Prevent the earth or bedding material from entering the pipe as it is laid. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, lay the pipe in the trench so that the markings for the top or bottom are not more than 5° from the vertical plane through the longitudinal axis of the pipe. Remove and re-lay, without extra compensation, pipe that is not in alignment or that shows excessive settlement after laying.

Lay multiple lines of reinforced concrete pipe with the centerlines of the individual barrels parallel. Unless otherwise shown on the plans, use the clear distances between outer surfaces of adjacent pipes shown in Table 5. For arch pipe or horizontal elliptical pipe use the equivalent diameter from Table 2 or Table 3 to determine the clear distance requirement in Table 5.

Table 5
Minimum Clear Distance between Pipes

Equivalent Diameter	Min. Clear Distance
18 in.	9 in.
24 in.	11 in.
30 in.	1 ft. 1 in.
36 in.	1 ft. 3 in.
42 in.	1 ft. 5 in.
48 in.	1 ft. 7 in.
54 in.	1 ft. 11 in.
60 to 84 in.	2 ft.

C. **Jointing.** Make available an appropriate rolling device similar to an automobile mechanic's "creeper" for conveyance through small-size pipe structures.

1. **Joints Sealed with Hydraulic Cement Mortar.** Use mortar consisting of 1 part cement, 2 parts sand, and enough water to make a plastic mix. Clean and wet the pipe ends before making the joint. Plaster the lower half of the bell or groove and the upper half of the tongue or spigot with mortar. After the pipes are tightly jointed, pack mortar into the joint from both inside and outside the pipe. Finish the inside smooth and flush with adjacent joints of pipe. For tongue-and-groove joints, form a bead of semicircular cross section over the joint outside the pipe, extending at least 1 in. on each side of the joint. For bell-and-spigot joints, form the mortar to a 45° fillet between the outer edge of the bell and the spigot. Cure mortar joints by keeping the joints wet for at least 48 hr. or until the backfill has been completed, whichever comes first. When mortar joints are used, do not place fill or backfill until the jointing material has cured for at least 6 hr. Do not conduct jointing when the atmospheric temperature is at or below 40°F. Protect mortared joints against freezing by backfilling or other approved methods for at least 24 hr.

   Driveway culverts do not require mortar banding on the outside of the pipe.

   With approval, pipes that are large enough for a person to enter may be furnished with the groove between 1/2 in. and 3/4 in. longer than the tongue. Such pipe may be laid and backfilled without mortar joints. After the backfilling has been completed, clean the space on the interior of the pipe between the end of the tongue and the groove of all foreign material, thoroughly wet and fill with mortar around the entire circumference of the pipe, and finish flush.

2. **Joints Using Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Ensure that both ends of the pipes are clean and dry. Trowel or otherwise place a 1/2-in.-thick layer of the compound in the groove end of the pipe covering at least 2/3 of the joint face around the entire circumference. Next, shove home the tongue end of the next pipe with enough pressure to make a tight joint. After the joint is made, remove any excess mastic projecting into the pipe. Backfill after the joint has been inspected and approved.

3. **Joints Using Rubber Gaskets.** Make the joint assembly according to the recommendations of the gasket manufacturer. When using rubber gaskets, make joints watertight. Backfill after the joint has been inspected and approved.

4. **Joints Using Pre-Formed Flexible Joint Sealants.** Install pre-formed flexible joint sealants in accordance with the manufacturer's recommendations. Place the joint sealer so that no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow. When the atmospheric temperature is below 60°F, store pre-formed flexible joint sealants in an area warmed to above 70°F or artificially warm to this temperature in an approved manner. Apply flexible joint sealants to pipe joints immediately before placing pipe in trench, and then connect pipe to previously laid pipe. Backfill after the joint has been inspected and approved.

D. **Connections and Stub Ends.** Make connections of concrete pipe to existing pipes, pipe storm drains, or storm drain appurtenances as shown on the plans.

Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Repair any damage to the existing structure resulting from making the connections.

Unless otherwise shown in the plans, make connections between concrete pipe and corrugated metal pipe with a suitable concrete collar having a minimum thickness of 4 in.

Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the pipe.

Fill lift holes with concrete, mortar, or precast concrete plugs after the pipe is in place.

464.4. Measurement. This Item will be measured by the foot. Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Pipe that will be jacked, bored, or tunneled will be measured in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Measurement of spurs, branches, 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, the 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 included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2. "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are 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," "Reinforced Concrete Pipe (Arch)," or "Reinforced Concrete Pipe (Elliptical)" of the size and D-load specified or of the size and class specified. This price is full compensation for constructing, furnishing, transporting, placing, and joining pipes; shaping the bed; cutting pipes on skew or slope; connecting to new or existing structures; breaking back, removing, and disposing of portions of the existing structure; replacing portions of the existing structure; cutting pipe ends on skew or slope; and equipment, labor, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring or tunneling is required, payment will be made under Item 476, "Jacking, Boring or Tunneling Pipe or Box."

ITEM 465

MANHOLES AND INLETS

465.1. Description. Construct manholes and inlets, complete in place or to the stage detailed, including furnishing and installing frames, grates, rings and covers. Drainage junction boxes are classified as manholes.

465.2. Materials. Furnish materials in accordance with the following:

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 471, "Frames, Grates, Rings, and Covers."

Precast manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown. Alternate designs for precast items must be acceptable to the Engineer and not deviate from the functional dimensions given. Alternate designs are to be designed and sealed by a licensed professional engineer.

A. Concrete. Furnish Class A concrete for cast-in-place manholes and inlets unless otherwise shown on the plans. Furnish Class A concrete or concrete meeting ASTM C 478 for precast manholes and inlets. Air-entrained concrete will not be required in precast concrete members.

B. Mortar. Furnish mortar composed of 1 part hydraulic cement and 2 parts clean sand. Hydrated lime or lime putty may be added to the mix to a maximum of 10% by weight of the total dry mix.

C. Bricks. Furnish first-quality, sound, perfectly shaped bricks. Provide clay or shale bricks that are homogeneous and thoroughly and uniformly hard-burned and that meet ASTM C 32, Grade MS or MM. Provide concrete bricks meeting ASTM C 55, Type I (Grade S-I). The maximum allowable water absorption of completely dry bricks is 16% by weight when submerged in water for 24 hr.

D. Concrete Blocks. Provide concrete blocks that meet ASTM C 139.

E. Cast Iron or Aluminum. Provide supports and steps conforming to the shape and dimensions shown on the plans that meet the requirements of ASTM A 48, Class 35B, for gray iron castings or ASTM A 536, Grade 65-45-12, for ductile iron castings. Steps may also be aluminum meeting ASTM B 221, Alloy 6005-T5. Provide steps in accordance with ASTM C 478, Section 16, "Steps and Ladders."

F. Timber. Provide sound timber for temporary covers when used with Stage I construction (see Section 465.3, "Construction") that is a minimum of 3 in. nominal thickness and reasonably free of knots and warps.

G. Other Materials. Commercial-type hardware of other materials may be used with prior approval.

465.3. Construction.

A. General. All types of manholes and inlets may be built either in 1 stage or in 2 stages, described as Stage I and Stage II. Build manholes and inlets designed to match

the final roadway surface in stages. Construct Stage II after the pavement structure is substantially complete unless otherwise approved by the Engineer.

Construct the Stage I portion of manholes and inlets as shown on the plans or as specified in this Item. Furnish and install a temporary cover as approved by the Engineer.

For Stage I construction of cast iron or steel inlet units, furnish and install the sewer pipe and a temporary plug for the exposed end of the sewer pipe from the storm sewer to a point below the top of curb indicated on the plans.

For Stage II, construct the remaining wall height and top of manhole or inlet and furnish and install any frames, grates, rings and covers, manhole steps, curb beams, or collecting basins required.

Construct precast manholes and inlets in accordance with Item 420, "Concrete Structures," or ASTM C 478. Construct cast-in-place manholes and inlets in accordance with Item 420. Forms will be required for all concrete walls. Multi-project fabrication plants (as defined in Item 424, "Precast Concrete Structures (Fabrication)") that produce manholes and inlets will be approved by the Construction Division in accordance with DMS-7340, "Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Manholes and Inlets." The Construction Division maintains a list of approved multiproject plants. Outside wall forms for cast-in-place concrete may be omitted with the approval of the Engineer if the surrounding material can be trimmed to a smooth vertical face. The outside form for concrete bases supporting brick walls may be omitted. Cast steps into the concrete walls when the concrete is placed, or drill and grout steps in place after concrete placement. Mortar steps into joints for brick walls. Use a full bed of mortar for brick work so the brick will thoroughly bond to the mortar. Construct full mortar joints no more than 1/2 in. wide for brick walls. Furnish a header course or bond course (laid perpendicular to the preceding courses) every fifth course of brick.

B. Manholes and Inlets for Precast Concrete Pipe Sewers. Construct manholes and inlets for precast concrete pipe sewers as soon as is practicable after sewer lines into or through the manhole or inlet locations are completed. Neatly cut all sewers at the inside face of the walls of the manhole or inlet and point up with mortar.

C. Manholes and Inlets for Monolithic Pipe Sewers. Construct bases for manholes and inlets on monolithic pipe sewers either monolithically with the sewer or after the sewer is constructed.

D. Manholes for Box Sewers. Cast bases for manholes for box sewers as an integral part of the sewer. Construct manholes before backfilling, or cover the manhole opening temporarily and backfill the sewer as a whole.

E. Inverts. Shape and route floor inverts passing out or through the manhole or inlet as shown on the plans. Shape by adding and shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

F. Finishing Complete Manholes and Inlets. Complete manholes and inlets in accordance with the plans. Backfill to original ground elevation in accordance with Item 400, "Excavation and Backfill for Structures."

G. **Finishing Stage I Construction.** Complete Stage I construction by constructing the walls to the elevations shown on the plans and backfilling to required elevations in accordance with Item 400, "Excavation and Backfill for Structures."

H. **Stage II Construction.** Construct subgrade and base course or concrete pavement construction over Stage I manhole or inlet construction, unless otherwise approved by the Engineer. Excavate to expose the top of Stage I construction and complete the manhole or inlet in accordance with the plans and these Specifications, including backfill and cleaning of all debris from the bottom of the manhole or inlet.

I. **Inlet Units.** Install cast iron or steel inlet units in conjunction with the construction of concrete curb and gutter. Set the inlet units securely in position before placing concrete for curb and gutter. Form openings for the inlets and recesses in curb and gutter as shown on the plans. Place and thoroughly consolidate concrete for curb and gutter adjacent to inlets and around the inlet castings and formed openings and recesses without displacing the inlet units.

465.4. Measurement. All manholes and inlets satisfactorily completed in accordance with the plans and specifications will be measured by each manhole or inlet, complete, or by each manhole or inlet completed to the stage of construction required by the plans. Extension to inlets will be measured by each extension separately from the inlet.

465.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as follows:

A. **Complete Manholes.** Payment for complete manholes will be made at the unit price bid for "Manhole (Complete)" of the type specified.

B. **Complete Inlets.** Payment for inlets will be made at the unit price bid for "Inlet (Complete)," of the type specified.

C. **Inlet Extensions.** Payment for inlet extensions will be made at the unit price bid for "Inlet Extension" of the type specified.

D. **Manholes Stage I.** Payment for Manholes, Stage I, will be made at the unit price bid for each "Manhole (Stage I)" of the type specified.

E. **Manholes Stage II.** Payment for Manholes, Stage II, will be made at the unit price bid for each "Manhole (Stage II)" of the type specified.

F. **Inlets Stage I.** Payment for Inlets, Stage I, will be made at the unit price bid for each "Inlet (Stage I)" of the type specified.

G. **Inlets Stage II.** Payment for Inlets, Stage II, will be made at the unit price bid for each "Inlet (Stage II)" of the type specified.

These price are full compensation for concrete, reinforcing steel, brick, mortar, aluminum and castings, frames, grates, rings and covers, excavation, and backfill and for all other materials, tools, equipment, labor, and incidentals.

ITEM 502

BARRICADES, SIGNS, AND TRAFFIC HANDLING

502.1. Description. Provide, install, move, replace, maintain, clean, and remove upon completion of work all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed.

502.2. Construction. Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Traffic Operations Division.

A. Implementation. Before beginning work, designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance deficiencies as soon as possible. The CRP must be accessible by phone and able to respond to emergencies 24 hours per day.

Follow the traffic control plan (TCP) and install traffic control devices as shown on the plans and as directed. Install traffic control devices straight and plumb. Do not make changes to the location of any device or implement any other changes to the TCP without the approval of the Engineer. Minor adjustments to meet field constructability and visibility are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, to the Engineer for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL.

Maintain traffic control devices by taking corrective action as soon as possible. Corrective action includes but is not limited to cleaning, replacing, straightening, covering, or removing devices. Maintain the devices such that they are properly positioned, spaced, and legible, and that retroreflective characteristics meet requirements during darkness and rain.

B. Flaggers. Provide a Contractor representative who has been certified as a flagging instructor through courses offered by the Texas Engineering Extension Service, the American Traffic Safety Services Association, the National Safety Council, or other approved organizations. Provide the certificate indicating course completion when requested. This representative is responsible for training and assuring that all flaggers are qualified to perform flagging duties. A qualified flagger must be independently certified by one of the organizations listed above or trained by the Contractor's certified flagging instructor. Provide the Engineer with a current list of qualified flaggers before beginning flagging activities. Use only flaggers on the qualified list.

Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must use standard attire, flags, signs, and signals and follow the flagging procedures set forth in the TMUTCD.

C. Removal. Upon completion of work, remove all barricades, signs, cones, lights, and other traffic control devices used for work-zone traffic handling, unless otherwise shown on the plans.

502.3. Measurement. This Item will be measured by the month.

502.4. 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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work called for in the TCP, that work will be measured and paid for under pertinent Items.

A. Initiation of Payment. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun. Installation of the project limit advance warning signs alone is not considered the beginning of construction.

B. Paid Months. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

C. Maximum Total Payment Prior to Acceptance. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, "Final Acceptance." However, when all work is complete for all project locations, except for work for vegetative establishment and maintenance periods and performance and test periods, the 10% of the total Contract amount may be exceeded. The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

D. Total Payment Quantity. The quantity paid under this Item will not exceed the total quantity shown in the plans except as modified by change order and as adjusted by Section 502.4.B, "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the contract.

E. Balance Due. If all work is complete and accepted in accordance with Article 5.8, "Final Acceptance," before payment of the amount allowed by this Article, the balance due will be paid on the next estimate after the initial retainage release estimate or final acceptance for projects without retainage.

F. Law Enforcement. Law enforcement required by the Engineer will be paid in accordance with Article 9.5, "Force Account."

ITEM 506

TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

506.1. Description. Install, maintain, and remove erosion, sedimentation, and environmental control devices. Remove accumulated sediment and debris.

506.2. Materials.

A. Rock Filter Dams.

1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
   - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
   - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.
2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:
   - a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;
   - minimum 0.0866 in. steel wire for netting;
   - minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.
3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.I, "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

C. Baled Hay. Provide hay bales weighing at least 50 lb., composed entirely of vegetable matter, measuring 30 in. or longer, and bound with wire, nylon, or polypropylene string.

D. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

E. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. **Rock Construction Exit.** Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft, or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.
2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.
3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

F. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

G. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

H. Construction Perimeter Fence.

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a

minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. **Fence.** Provide orange construction fencing as approved by the Engineer.
3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide16 gauge or larger tie wire.
4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.
6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

I. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Maximum Retained (% by Weight)
4	3%
100	80%
200	95%

J. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."
2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.
3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.
4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

506.3. Equipment. Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item.

506.4. Construction.

A. **Contractor Responsibilities.** Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. **General.**

1. **Phasing.** Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion

of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

2. **Maintenance.** Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3. **Stabilization.** Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Engineer may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

4. **Finished Work.** Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

5. **Restricted Activities.** Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed.

   Do not install temporary construction crossings in or across any water body without the prior approval of the appropriate resource agency and the Engineer. Restrict construction operations in any water body to the necessary areas as shown on the plans or applicable permit, or as directed. Use temporary bridges, timber mats, or other structurally sound and non-eroding material for stream crossings.

   Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location. Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals.

C. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the specific or general storm water permit. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

   Remove devices upon approval or when directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

   1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

      For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

      a. **Type 1 (Non-reinforced).**

         (1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

         (2) Top Width. At least 2 ft.

         (3) Slopes. At most 2:1.

      b. **Type 2 (Reinforced).**

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

c. **Type 3 (Reinforced).**

(1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

d. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

e. **Type 5.** Provide rock filter dams as shown on the plans.

2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipators or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. **Baled Hay for Erosion and Sedimentation Control.** Install hay bales at locations shown on the plans by embedding in the soil at least 4 in. and, where possible, approximately 1/2 the height of the bale, or as directed. Fill gaps between bales with hay.

4. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

5. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

b. **Short-Term.**

(1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) **Type 4.** Construct as shown on the plans or as directed.

6. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

   Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

7. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

   a. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

   b. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

   c. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

8. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

9. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

   a. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

   b. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

   c. **Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attached reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

   d. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

      Requirements for installation of used temporary sediment-control fence include the following:
      - fabric with minimal or no visible signs of biodegradation (weak fibers),
      - fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
      - posts without bends, and
      - backing without holes.

506.5. Measurement.

A. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.
2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.
   a. **Installation.** Measurement will be made in final position.
   b. **Removal.** Measurement will be made at the point of removal.

B. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.

C. **Baled Hay.** Baled hay will be measured by each bale.

D. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

E. **Construction Exits.** Construction exits will be measured by the square yard of surface area.

F. **Earthwork for Erosion Control.**

1. **Equipment.** Equipment use will be measured by the actual number of hours the equipment is operated.
2. **Volume Measurement.**
   a. **In Place.**
      (1) **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.
      (2) **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
         - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
         - the lines, grades and slopes of the accepted embankment for the feature.
   b. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

G. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.

H. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

I. **Temporary Sediment-Control Fence.** Temporary sediment-control fence will be measured by the foot.

506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and

- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

The Contractor will be reimbursed in accordance with pertinent Items or Article 9.5, "Force Account," for maintenance, repair, or reinstallation of devices and features when the need for additional control measures cannot be attributed to the above, as determined by the Engineer. Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals

B. Temporary Pipe Slope Drains. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. Baled Hay. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Baled Hay." This price is full compensation for furnishing and placing bales, excavating trenches, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the baled hay installation (or portions thereof) be replaced, payment will be made at the unit price bid for "Baled Hay," which is full compensation for removal and reinstallation of the baled hay.

D. Temporary Paved Flumes. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

E. **Construction Exits.** Contractor-required construction exits from off-right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

F. **Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control)."

This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; sandbags; plywood; stage construction for curb inlets involved in curb-inlet sediment traps; and equipment, labor; tools, and incidentals.

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

G. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

H. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

I. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Sediment-Control Fence." This price is full compensation for furnishing and placing the

fence; trenching, fence posts, fabric and backfill; removal and disposal; and equipment, labor, tools, and incidentals.

Removal of temporary sediment-control fence will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the temporary sedimentation control fence installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Sediment-Control Fence," which is full compensation for the removal and reinstallation of the temporary sediment-control fence.

ITEM 508

CONSTRUCTING DETOURS

508.1. Description. Construct and maintain detours. Remove detours when required.

508.2. Materials.

A. Embankment. Use roadway excavation for embankment material or use material from other approved sources.

B. Temporary Drainage Pipe. Furnish pipe required for temporary drainage in accordance with details shown on the plans or as directed. Pipe will become the property of the Contractor upon removal.

Temporary use of permanent pipe for use on the project is allowable if the sequence of work permits. If pipe used temporarily is damaged so that it is not acceptable in accordance with applicable Items, it will not be acceptable for incorporation in the final project. The damaged pipe remains the property of the Contractor.

C. Base and Surfacing. Furnish base and surfacing materials in accordance with Items as shown on the plans.

508.3. Construction. Construct the detour at the locations and to the lines, grades, and typical sections shown on the plans or as directed, in accordance with pertinent Items. Maintain detours for public travel in a safe and passable condition. The safety of the public and convenience of traffic is of prime importance. Maintain detours in accordance with Article 4.5, "Maintenance of Traffic"; Article 7.7, "Public Safety and Convenience"; Article 7.14, "Contractor's Responsibility for Work"; and this Item.

Remove detours after they are no longer needed for traffic. Removed materials will become the property of the Contractor unless otherwise shown on the plans or directed. Dispose of the materials off the right of way, unless otherwise directed, in accordance with federal, state, and local requirements. If allowed, materials may be disposed of by spreading along the adjacent roadway slopes. If embankment, base, or surfacing is to be reused within the roadway construction or stockpiled for future use, salvage or stockpile in accordance with pertinent Items.

508.4. Measurement. This Item will be measured by the 100-ft. station, the square yard of pavement area, or each detour constructed.

508.5. 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 bid price for "Constructing Detours," or for "Constructing Detours (EBSS)." EBSS (Embankment Base Surface Separate) is used when embankment, base, and surface are paid for separately.

The price bid for "Constructing Detours" is full compensation for furnishing all materials required, including embankment, base, and surfacing; excavation and hauling of excavated material; sprinkling and compacting; furnishing, installing, and removing drainage structures; removal of detour; disposal of materials; and equipment, labor, tools, and incidentals.

The price bid for "Construction Detours (EBSS)" is full compensation for furnishing, installing, and removing drainage structures; removal of detour; disposal of materials; and equipment, labor, tools, and incidentals, except that embankment, flexible base, and surfacing will be measured and paid for in accordance with other pertinent Items.

Maintenance of detours constructed will not be paid for directly but will be subsidiary to this Item. Maintenance of pavement on detours that use existing pavement will be paid for in accordance with Article 7.14, "Contractor's Responsibility for Work."

When the plans require the base and surfacing to be removed and incorporated in the final roadway or stockpiled after use on the detour, the work will be performed, measured, and paid for in accordance with the pertinent Items shown for salvaging, replacing, or stockpiling materials.

All other items not specifically addressed in this Article will be paid for under pertinent Items, unless otherwise shown on the plans.

ITEM 529

CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER

529.1. Description. Construct hydraulic cement concrete curb, gutter, and combined curb and gutter.

529.2. Materials. Furnish materials conforming to:

- Item 360, "Concrete Pavement"
- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

Use Class A concrete or material specified in the plans. Use Grade 8 coarse aggregate for extruded Class A concrete. Use other grades if approved by the Engineer.

529.3. Construction. Provide finished work with a well-compacted mass and a surface free from voids and honeycomb, in the required shape, line, and grade. Round exposed edges with an edging tool of the radius shown on the plans. Mix, place, and cure concrete in accordance with Item 420, "Concrete Structures." Construct joints at locations shown on the plans. Cure for at least 72 hr.

Furnish and place reinforcing steel in accordance with Item 440, "Reinforcing Steel."

Set and maintain a guideline that conforms to alignment data shown on the plans, with an outline that conforms to the details shown on the plans.

A. Conventionally Formed Concrete. Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement.

Pour concrete into forms, and strike off with a template 1/4 to 3/8 in. less than the dimensions of the finished curb unless otherwise approved. After initial set, plaster surface with mortar consisting of 1 part hydraulic cement and 2 parts fine aggregate. Brush exposed surfaces to a uniform texture.

Place curbs, gutters, and combined curb and gutters in 50-ft. maximum sections unless otherwise approved.

B. Extruded or Slipformed Concrete. Hand-tamp and sprinkle subgrade or foundation material before concrete placement. Provide clean surfaces for concrete placement. If required, coat cleaned surfaces with approved adhesive or coating at the rate of application shown on the plans or as directed. Place concrete with approved self-propelled equipment.

The forming tube of the extrusion machine or the form of the slipform machine must be easily adjustable vertically during the forward motion of the machine to provide variable heights necessary to conform to the established gradeline.

Attach a pointer or gauge to the machine so that a continual comparison can be made between the extruded or slipform work and the grade guideline. Other methods may be used when approved.

Finish surfaces immediately after extrusion or slipforming.

529.4. Measurement. This Item will be measured by the foot.

529.5. 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 "Concrete Curb," "Concrete Curb (Mono)," or "Concrete Curb and Gutter" of the type specified. This price is full compensation for surface preparation of base, equipment, labor, materials, tools, and incidentals.

ITEM 530

INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

530.1. Description. Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

530.2. Materials. Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

530.3. Construction. Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. 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 "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

ITEM 531

SIDEWALKS

531.1. Description. Construct hydraulic cement concrete sidewalks.

531.2. Materials. Furnish materials conforming to the following:

- Item 360, "Concrete Pavement"
- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

Use Class A concrete or other concrete as specified. Use Grade 8 course aggregate for extruded Class A concrete. Use other grades if approved by the Engineer.

531.3. Construction. Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement. Hand-tamp and sprinkle foundation when placement is directly on subgrade or foundation materials. Remove and dispose of existing concrete in accordance with Item 104, "Removing Concrete." Provide a clean surface for concrete placement directly on the surface material or pavement.

Mix and place concrete in accordance with the pertinent Items. Hand-finishing is allowed for any method of construction. Finish exposed surfaces to a uniform transverse broom finish surface. Curb ramps must include a detectable warning surface and conform to details shown on the plans. Install joints as shown on the plans. Brush all exposed surfaces to a smooth and uniform surface. Ensure that abrupt changes in sidewalk elevation do not exceed 1/4 inch, sidewalk cross slope does not exceed 2%, curb ramp grade does not exceed 8.3%, and flares adjacent to the ramp do not exceed 10% slope. Where a sidewalk crosses a concrete driveway, ensure that the sidewalk depth and reinforcement are not less than the driveway cross-sectional details shown on the plans.

Provide finished work with a well-compacted mass, a surface free from voids and honeycomb, and the required true-to-line shape and grade. Cure for at least 72 hr. in accordance with Item 420, "Concrete Structures."

A. **Conventionally Formed Concrete.** Provide sidewalk sections separated by premold or board joint of the thickness shown on the plans in lengths greater than 8 ft. but less than 40 ft., unless otherwise directed. Terminate workday production at an expansion joint.

B. **Extruded or Slipformed Concrete.** Provide any additional surface finishing immediately after extrusion or slipforming as required on the plans. Construct joints at locations as shown on the plans or as directed.

531.4. Measurement. Sidewalks will be measured by the foot or by the square yard of surface area. Curb ramps will be measured by each unit. The unit will consist of the curb ramp, landing, adjacent flares or side curb, and detectable warning surface as shown on the plans.

531.5. 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 "Concrete Sidewalks" of the width (for foot measurement) and of the depth specified or "Curb Ramps" of the type specified. This price is full compensation for surface preparation of base; materials; removal and disposal of existing concrete; excavation, hauling and disposal of excavated material; drilling and doweling into existing concrete curb, sidewalk, and pavement; repair of adjacent street or pavement structure damaged by these operations; and equipment, labor, materials, tools, and incidentals.

Sidewalks that cross and connect to concrete driveways or turnouts will be measured and paid for in accordance with Item 530, "Intersections, Driveways, and Turnouts."

ITEM 644

SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

644.1. Description.

- **Installation.** Furnish, fabricate, and erect small roadside sign assemblies consisting of the signs, sign supports, foundations, and associated mounting hardware.
- **Relocation.** Relocate existing small roadside sign assemblies, and furnish and fabricate materials as required.
- **Removal.** Remove existing small roadside sign assemblies.

644.2. Materials. Furnish all materials unless otherwise shown on the plans. Furnish only new materials. Furnish and fabricate materials in accordance with the following Items and with details shown on the plans:

- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 441, "Steel Structures"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 634, "Plywood Signs"
- Item 636, "Aluminum Signs"
- Item 643, "Sign Identification Decals"
- Item 656, "Foundations for Traffic Control Devices."

Use galvanized steel, stainless steel, dichromate sealed aluminum, or other materials shown on the plans for pipe, bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. When dissimilar metals are used, select or insulate the metals to prevent corrosion.

644.3. Construction. Install foundations in accordance with Item 656, "Foundations for Traffic Control Devices." Plumb sign supports. Do not spring or rake posts to secure proper alignment. Use established safety practices when working near underground or overhead utilities. Consult the appropriate utility company before beginning work.

A. Fabrication. Fabricate sign supports in accordance with Item 441, "Steel Structures." Ensure that all components fit properly.

Verify the length of each post for each sign before fabrication to meet field conditions and sign-mounting heights shown on the plans.

Galvanize fabricated parts in accordance with Item 445, "Galvanizing." Punch or drill any holes in steel parts or members before the parts or members are galvanized. Repair any steel part or member on which the galvanizing has been damaged during assembly, transit, erection, or welding in accordance with Section 445.3.D, "Repairs."

B. Installation. Locate sign supports as shown on the plans, unless directed to shift the sign supports within design guidelines to secure a more desirable location or to avoid conflict with utilities and underground appurtenances. Stake sign-support locations for verification by the Engineer.

Install stub posts of the type, spacing, orientation, and projection shown on the plans. Remove and replace posts damaged during installation at the Contractor's expense.

Connect the upper post sections to the stub post sections as shown on the plans. Torque connection bolts as shown on the plans.

Attach signs to support assemblies in accordance with the plans and pertinent Items.

C. **Relocation.** Unless otherwise shown on the plans, reuse the existing supports and shorten or lengthen them as required. Obtain approval before lengthening existing supports. Furnish and install new breakaway stub posts in new foundations for relocated signs. Erect the supports on the new breakaway stub posts, and attach the signs to the supports. Attach signs to support assemblies in accordance with the plans and pertinent Items. Remove existing foundations to be abandoned in accordance with Section 644.3.D, "Removal."

D. **Removal.** Remove existing concrete foundations that are to be abandoned to 2 ft. below finish grade. Backfill the remaining hole with material equal in composition and density to the surrounding area. Replace any surfacing with like material to equivalent condition.

E. **Handling and Storage.** Handle and store existing signs or portions of signs removed so that they are not damaged. Prevent any damage to the various sign assembly components. Replace any portion of the sign damaged by the Contractor designated for reuse or salvage, including messages removed.

Stockpile all removed sign components that will be reused or that become the property of the Department at designated locations. Accept ownership of unsalvageable materials, and dispose of them in accordance with federal, state, and local regulations.

F. **Cleaning.** After the sign has been installed, wash the entire sign with a biodegradable cleaning solution acceptable to the sheeting and screen ink manufacturers to remove dirt, grease, oil smears, streaks, finger marks, and other foreign materials.

644.4. Measurement. This Item will be measured as each small roadside assembly installed, removed, or relocated.

644.5. 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 "Install Small Roadside Sign Supports and Assemblies" of the type specified, "Relocate Small Roadside Sign Supports and Assemblies" of the type specified, or "Remove Small Roadside Sign Supports and Assemblies."

A. **Installation.** This price is full compensation for furnishing, fabricating, galvanizing, and erecting the supports; constructing foundations including concrete (when required); furnishing complete signs including sign connections and all hardware; attaching the signs to the supports; washing and cleaning the signs; and equipment, materials, labor, tools, and incidentals.

B. **Relocation.** This price is full compensation for furnishing and installing new breakaway stubs and new sign supports (when required); constructing foundations including concrete (when required); removing existing signs and related materials;

new signs (when required); modifying existing sign supports; reinstallation of signs and sign assemblies; preparing and cleaning; salvaging; disposal of unsalvageable material; hauling, excavating, backfilling, and surface placement; new hardware; and equipment, materials, labor, tools, and incidentals.

C. **Removal.** This price is full compensation for removing existing sign assemblies and related materials; salvaging; disposal of unsalvageable material; hauling, excavating, backfilling, and surface placement; and equipment, materials, labor, tools, and incidentals.

ITEM 666

REFLECTORIZED PAVEMENT MARKINGS

666.1. Description. Furnish and place reflectorized pavement markings.

666.2. Materials.

A. Type I Marking Materials. Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

B. Type II Marking Materials. Furnish in accordance with DMS-8200, "Traffic Paint."

C. Glass Traffic Beads. Furnish drop-on glass beads conforming to DMS-8290, "Glass Traffic Beads."

1. **Type I Markings.** Furnish Type III drop-on glass beads. Furnish Type II or double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), only when specified in the plans. When furnishing a double-drop system, apply the Type III beads before applying the Type II beads.
2. **Type II Markings.** Furnish Type III drop-on glass beads or other beads specified on the plans.

D. Labeling. Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

666.3. Equipment.

A. General Requirements. Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the RRC for this application,
- uses an automatic bead dispenser attached to the pavement marking equipment, and
- can provide continuous mixing and agitation of the pavement marking material.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

B. Material Placement Requirements. Use equipment that can place:

- at least 40,000 ft. of 4-in. solid or broken markings per day at the specified thickness;
- linear markings up to 8 in. wide in a single pass;
- markings other than solid or broken lines;
- a center-line and no-passing barrier-line configuration consisting of 1 broken line with 2 solid lines at the same time to the alignment, spacing, and thickness shown on the plans, for 3-line application;
- white line from both sides;
- lines with clean edges, uniform cross section and thickness, and reasonably square ends;

- skip lines between 10 and 10-1/2 ft., an approximate stripe-to-gap ratio of 1 to 3, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, if double-drop bead application is used.

666.4. Construction. Place markings before opening to traffic unless short-term or work zone markings are allowed.

A. General. Obtain approval for the sequence of work and estimated daily production. On roadways already open to traffic, place markings with minimal interference to the operations of that roadway. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- Type I Marking Application—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- Type II Marking Application—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross section and thickness,
- with clean and reasonably square ends,
- that are reflectorized, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated in the plans or as stated in the specifications at the Contractor's expense in accordance with

Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

B. Surface Preparation. Unless otherwise shown on the plans, prepare surfaces in accordance with this section.

1. **Cleaning for New Asphalt Surfaces and Retracing of All Surfaces.** For new asphalt surfaces (less than 3 years old) and retracing of all surfaces, air-blast or broom the pavement surface to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.
2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing).** For old asphalt surfaces (more than 3 years old) and all concrete surfaces, clean in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.
3. **Sealer for Type I Markings.** For asphalt surfaces more than 3 years old or for concrete, apply a pavement sealer before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. When the sealer becomes dirty after placement, clean by washing or in accordance with Section 666.4.B.1, "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

C. Application. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

1. **Type I Markings.** Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. If during a spray application, operations cease for 5 min. or longer, flush the spray head by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

   Apply on clean, dry pavements passing the moisture test described in Section 666.4.A, "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

   Apply Type I markings with a minimum thickness of:
   - 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Surface Treatments," or Item 318, "Hot Asphalt-Rubber Surface Treatments,"
   - 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
   - 0.090 in. (90 mils) for all other Type I markings.

   The maximum thickness for Type I markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with Tex-854-B using the tape method.

2. **Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.
3. **Bead Coverage.** For Type I and Type II markings, provide a uniform distribution of beads across the surface of the stripe, with 40 to 60% bead embedment.

D. Performance Period. All markings and replacement markings must meet the requirements of Tex-828-B for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

666.5. Measurement. This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

666.6. 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 "Pavement Sealer" of the size specified or "Reflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified as applicable. This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item.

Work-zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

ITEM 668

PREFABRICATED PAVEMENT MARKINGS

668.1. Description. Furnish and place prefabricated pavement markings.

668.2. Materials. Furnish prefabricated pavement marking materials meeting the requirements of DMS-8240, "Permanent Prefabricated Pavement Markings."

Store all materials in a weatherproof enclosure and prevent damage during storage.

668.3. Construction.

A. General. Obtain approval for the sequence of work and estimated daily production. Before the end of each working day, remove all waste generated from the jobsite.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use guide material that will not leave a permanent mark on the roadway.

Place pavement markings in alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum and with no abrupt deviations.

B. Placement Limitations. Do not place pavement-marking materials between September 30 and March 1 unless otherwise permitted.

1. **Moisture.** Apply material to pavement that is completely dry. Pavement will be considered dry if, on a sunny day after 15 min., no condensation occurs on the underside of a 1-ft.-square piece of clear plastic that has been placed on the pavement and weighted on the edges.
2. **Temperature.** Follow pavement and ambient air temperature requirements recommended by the material manufacturer. If the material manufacturer establishes no temperature requirements, do not place material if the pavement temperature is below 60°F or above 120°F.

C. Dimensions. Place markings in accordance with the color, length, width, shape, and configuration shown on the plans. Locate alignment as shown on the plans or as directed.

D. Methods. Place all material in accordance with the material manufacturer's instructions, unless otherwise directed. In addition to the manufacturer's instructions, place materials in accordance with the surface condition, moisture, and temperature requirements of this Item.

E. Surface Preparation. Prepare surface by any approved cleaning method that effectively removes contaminants, loose materials, and conditions deleterious to proper adhesion. Abrasive or water-blast cleaning is not required unless shown on the plans. Blast-clean, when required, in accordance with Item 678, "Pavement Surface Preparation for Markings." Prepare surfaces further after cleaning by sealing or priming as recommended by the pavement marking material manufacturer or as directed. Use adhesive, when required, of the type and quality recommended by the

pavement marking material manufacturer. Do not clean concrete pavement surfaces by grinding.

F. Performance Requirements.

1. **Adhesion.** Markings do not lift, shift, smear, spread, flow, or tear by traffic action.
2. **Appearance.** Markings present a neat, uniform appearance that is free of excessive adhesive, ragged edges, and irregular lines or contours.
3. **Visibility.** Markings have uniform and distinctive retroreflectance when inspected in accordance with Tex-828-B.

G. Performance Period. All markings and replacement markings must meet the requirements of this Item for at least 15 calendar days after installation. Remove all pavement markings that fail to meet requirements and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

668.4. Measurement. This Item will be measured by the foot or by each word, shape, or symbol.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

668.5. 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 "Prefabricated Pavement Markings" of the type and color specified and the shape, width, and size specified as applicable. This price is full compensation for cleaning the pavement by any means other than required abrasive or water-blast cleaning or milling; furnishing and placing materials; and equipment, labor, tools, and incidentals.

Abrasive or water-blast cleaning and milling, when shown on the plans, will be paid for under Item 678, "Pavement Surface Preparation for Markings."

SPECIAL SPECIFICATION

4061

Irrigation Wells, Gates and Valves

1. **Description.** Furnish and install irrigation wells, well gates, and irrigation valves complete in place in accordance with the plans and specifications.

2. **Materials.**

   A. **Brick.** Use brick for irrigation wells that conforms to the requirements of "Sewer and Manhole Brick (Made from clay or shale), Grade SM" in accordance with ASTM Designation: C32.

   B. **Cement.** Use cement Type I hydraulic cement conforming to ASTM Designation: C150.

   C. **Lime.** Use Hydrated Lime that is an established brand or manufacturer acceptable to the Engineer.

   D. **Sand.** Use sand that is composed of clean, hard, durable, uncoated grains, free from lumps, soft or flaky particles, loam, organic matter or other injurious substances, meeting the approval of the Engineer.

   E. **Water.** Use water which is suitable for drinking or for ordinary household use will be acceptable for use with cement without being treated.

   F. **Concrete.** Use Class A concrete conforming to the requirements of Item 421, "Hydraulic Cement Concrete".

   G. **Reinforcing Steel.** Use Reinforcing Steel that conforms to the requirements of Item 440, "Reinforcing Steel".

   H. **Reinforced Concrete Pipe.** Use Reinforced Concrete Pipe that conforms to the requirements of Item 464, "Reinforced Concrete Pipe".

   I. **Well Gates.** Use Gates manufactured by "Snow Apex", "Fresno", "Waterman" or acceptable equal.

   J. **Irrigation Valves.** Use Valves manufactured by "Snow Delta", "Fresno", Waterman" or acceptable equal.

3. **General.** Construct Irrigation Wells either with Brick or with Reinforced Concrete Pipe. If brick is used, then construct the inlet square with inside dimensions as specified for the size of the inlet and construct the walls a minimum of 8 in. thick. If Reinforced Concrete Pipe is used, then construct the inside diameter of the pipe as specified for the size of the inlet and Class III Pipe required.

4. **Construction Methods.**

   A. **Brick Masonry**. Use brick masonry that consists of whole, sound, straight, hard bricks, laid in freshly mixed mortar to the forms and section required. Wet and lay bricks true to line in parallel courses, properly bonded with face joints flush. Lay each brick in full, close joints of mortar on its bed, end and side at one operation. Plaster all exposed surfaces of brick irrigation wells with ½ in. of mortar.

   Mix mortar in the proportions, by volume, of 1 part cement, 1 part lime, and 4 parts of sand. First mix the sand, cement, and lime dry in a tight box until the mixture assumes a uniform color, after which add water as the mixing continues until the mortar attains a consistency such that it can be easily handled and spread with a trowel. Use mechanical mixing lieu of hand mixing if desired.

   B. **Irrigation Wells.** Construct Irrigation Wells as outlined on the plans for Miscellaneous Structural Detail.

   C. **Concrete Foundation.** Construct Concrete Foundations on the plans for Miscellaneous Structural Detail.

   D. **Gates and Valves.** Install gates and valves at locations indicated on the plans. Install gates and valves in such a manner as to completely seal the ends of the concrete pipe and be securely anchored. Furnish drive extensions for gates that extend to the hand wheel above the top of wells, headwalls, or concrete canal lining to facilitate operation.

5. **Measurement.** These Items will be measured by each, of the various sizes designated, complete in place and in satisfactory operation.

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 "Irrigation Well", "Well Gate", or "Irrigation Valve", of the sizes. This price shall be full compensation for furnishing, transporting and installing all materials, for all labor, tools, equipment, and incidentals.

   Unless otherwise shown on the plans, structural excavation for irrigation wells, well gates and irrigation valves will not be measured but will be considered subsidiary to the various bid items.

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. 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.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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.

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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

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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	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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			S											
			O											
			S											
			O											
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			O											
			S											

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

General Decision Number: TX130008 01/04/2013 TX8

Superseded General Decision Number: TX20120008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013

* 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 rates.

0000/9999: weighted union wage rates will be published annually each January.

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 majority 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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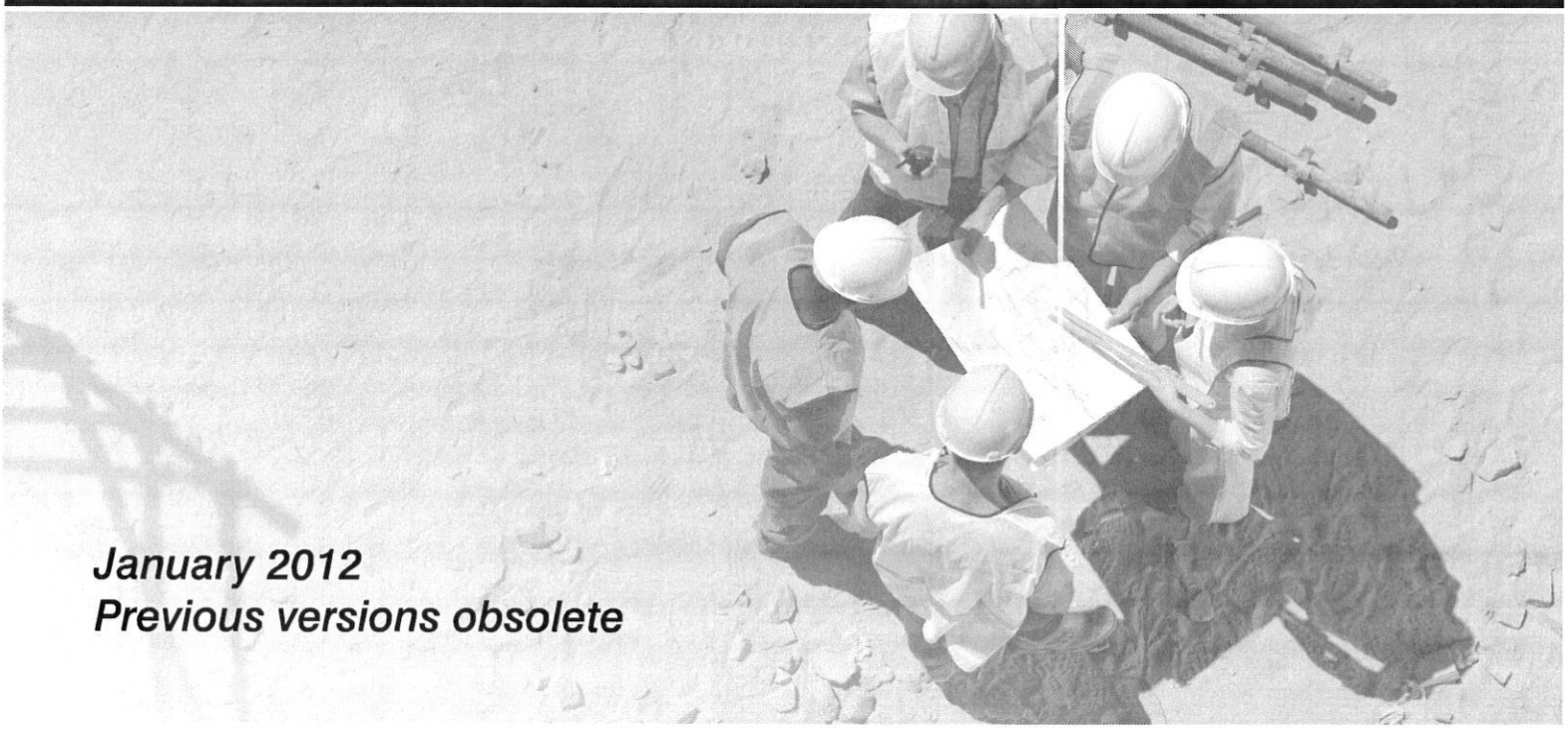
END OF GENERAL DECISION

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

> You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

> DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
> www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

> If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

    1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/ hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

    1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/ prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/ or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

   1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

Project Name:	Wage Decision Number/Modification Number:
Project Number:	Project County:

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		$
Bricklayers			$	Group #	BHR	Total Wage
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	Operators Fringe Benefits:		$
Plumbers			$	Group #	BHR	Total Wage
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	Truck Drivers Fringe Benefits:		$
Other Classifications				Group #	BHR	Total Wage
			$			
			$			
			$			

Additional Classifications (HUD Form 4230-A)

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 12/31/2011

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(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	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

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 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), 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

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final log and request for retainage must be filed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

Exhibit E-A

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
____10%____ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2_ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet

Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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

Test Report Table

Material	Test	Description	Required	Remarks	Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

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 & License #

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:

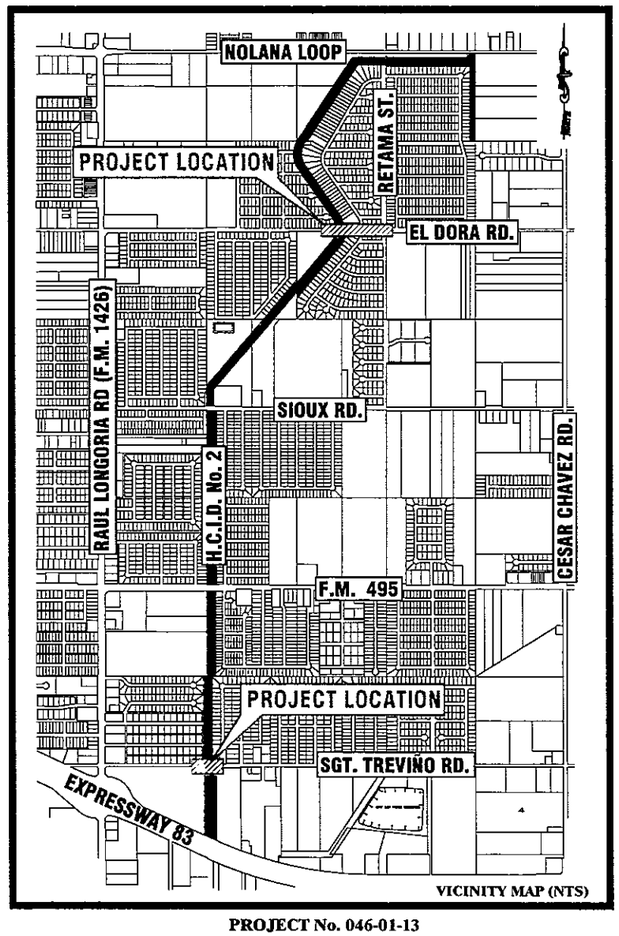
My Commission Expires:

Form L

HIDALGO COUNTY PRECINCT No. 2
&
CITY OF SAN JUAN

LOWERING OF CANAL CROSSINGS & ROAD WIDENING AT ELDORA & SGT. LEONEL TREVIÑO ROADS

BID No._____



CITY COMMISSION

SAN JUANITA SANCHEZ	MAYOR
ARMANDO GARZA JR.	MAYOR PRO-TEM
ROBERT "BOB" GARZA	CITY COMMISSIONER
LUIS RAMOS	CITY COMMISSIONER
EDDIE SUAREZ	CITY COMMISSIONER
J.J. RODRIGUEZ	CITY MANAGER

HIDALGO COUNTY OFFICIALS

RAMON GARCIA	COUNTY JUDGE
A.C. CUELLAR, JR.	COMMISSIONER PCT. No.1
HECTOR "TITO" PALACIOS	COMMISSIONER PCT. No.2
JOE M. FLORES	COMMISSIONER PCT. No.3
JOSEPH PALACIOS	COMMISSIONER PCT. No.4

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/3/13

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. NO: F-4860

PROJECT No. 046-01-13

SEPTEMBER 2013

ELDORA ROAD

SHEET 1 COVER & VICINITY MAP
SHEET 2 INDEX SHEET & LEGEND
SHEET 3 GENERAL NOTES
SHEET 4 SPECIAL PROVISION
SHEET 5 ELDORA & SGT. TREVIÑO ROADS CROSS SECTION
SHEET 6 PROJECT LAYOUT - ELDORA ROAD

EXISTING ROAD

SHEET 7 PLAN & PROFILE - STA. 0+00 (BEGIN PROJECT) - STA. 2+00
SHEET 8 PLAN & PROFILE - STA. 2+00 - STA. 5+00
SHEET 9 PLAN & PROFILE - STA. 5+00 - STA. 8+00
SHEET 10 PLAN & PROFILE - STA. 8+00 - STA. 10+27 (END OF PROJECT)

PAVING & DRAINAGE

SHEET 11 PLAN & PROFILE - STA. 0+00 (BEGIN PROJECT) - STA. 2+00
SHEET 12 PLAN & PROFILE - STA. 2+00 - STA. 5+00
SHEET 13 PLAN & PROFILE - STA. 5+00 - STA. 8+00
SHEET 14 PLAN & PROFILE - STA. 8+00 - STA. 10+27 (END PROJECT)
SHEET 15 ELDORA ROAD - 72" RCP PLAN & PROFILE
SHEET 16 ELDORA ROAD - LATERAL 1 & 2
SHEET 17 ELDORA ROAD - LATERAL 3
SHEET 18 ELDORA ROAD - CANAL BYPASS PLAN

WATER LINE

SHEET 19 PLAN & PROFILE - PROPOSED 12" WATER LINE

STRIPING PLAN

SHEET 20 STA. 0+00 (BEGIN PROJECT) - STA. 4+00
SHEET 21 STA. 4+00 - STA. 8+00
SHEET 22 STA. 8+00 - STA.10+27 (END PROJECT)

LEGEND

TC TOP OF CURB
G GUTTER
BENCHMARK/MONUMENT
FND IR FOUND IRON ROD
SIGN
CLEAN OUT
M WATER METER
T TELEPHONE PEDESTAL
G GAS SIGN
MB MAIL BOX
TB TELEPHONE BOX
WATER VALVE

POWER POLE
GUY WIRE
TRAFFIC SIGNAL POLE
ISP IRRIGATION STAND PIPE
TCB TRAFFIC CONTROL BOX
CURB INLET
GRATED INLET
MANHOLE
TREE
FH FIRE HYDRANTS

BLOCK WALL FENCE
WOODEN FENCE
IRON POST FENCE
CHAIN LINK FENCE
W—W— WATER LINE
EDGE OF ASPHALT
FO—FO— FIBER OPTICS LINE
G—G— GAS LINE
T—T— TELEPHONE LINE
IR—IR— IRRIGATION LINE

SGT. LEONEL TREVIÑO ROAD

SHEET 23 PROJECT LAYOUT - SGT. LEONEL TREVIÑO ROAD

EXISTING ROAD

SHEET 24 PLAN & PROFILE - STA. 0+00 (BEGIN PROJECT) - STA. 3+70
SHEET 25 PLAN & PROFILE - STA. 3+70 - STA. 5+05

PAVING

SHEET 26 PLAN & PROFILE - STA. 0+00 (BEGIN PROJECT) - STA. 3+70
SHEET 27 PLAN & PROFILE - STA. 3+70 - STA. 5+05 (END PROJECT)

DRAINAGE

SHEET 28 PLAN & PROFILE
SHEET 29 SGT. LEONEL TREVIÑO ROAD - 2 - 72" RCP PLAN & PROFILE
SHEET 30 SGT. LEONEL TREVIÑO ROAD - CANAL BYPASS PLAN

WATERLINE

SHEET 31 PLAN & PROFILE - PROPOSED 15" RAW WATER LINE

STRIPING PLAN

SHEET 32 STA. 0+00 (BEGIN PROJECT)
STA. 5+05 (END PROJECT)

DETAILS

SHEET 33 CONSTRUCTION OF 72" RCP
SHEET 34 CONSTRUCTION OF 72" RCP
SHEET 35 DOWNDRAIN & RETAINING WALL
SHEET 36 STORM DRAINAGE
SHEET 37 SIDEWALKS, DRIVEWAYS & CURB AND GUTTERS
SHEET 38 SIGNS
SHEET 39 STRIPING & MAKINGS
SHEET 40 STORM WATER POLLUTION PREVENTION PLAN
SHEET 41 STORM WATER POLLUTION PREVENTION PLAN
SHEET 42 STORM WATER POLLUTION PREVENTION PLAN
SHEET 43 STORM WATER POLLUTION PREVENTION PLAN

TRAFFIC CONTROL PLANS

SHEET 44 TRAFFIC CONTROL
SHEET 45 TRAFFIC CONTROL

9/5/13
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

INDEX SHEET & LEGEND

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4860

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	046-01-13	AUGUST 2013	SAN JUAN	2 OF 45

GENERAL NOTES

1. CONTRACTOR TO CONTACT ALL UTILITIES COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES. UTILITY COMPANY'S INCLUDED BUT NOT BE LIMITED TO THE FOLLOWING:

CITY OF SAN JUAN	(956) 223-2200
CENTRAL POWER & LIGHT CO.	1-800-274-2611
TEXAS GAS SERVICE	1-800-743-2945
SOUTHWESTERN BELL TELEPHONE	1-800-828-5127
U.S. SPRINT CO.	(956) 948-3100
T.C.I. CABLEVISION	(956) 787-3771
TX. EXCAVATION SAFETY SYSTEM	1-800-344-8377

2. **CONTRACTOR SHALL VISIT THE SITES PRIOR TO BIDDING AND FAMILIARIZE HIMSELF CAREFULLY WITH THE SITE AND ITEMS OF WORK WHICH ARE REQUIRED.**

3. THE CONTRACTOR WILL VERIFY ALL CONNECTION INTO EXISTING WATER LINES, SEWER LINE, ETC. PRIOR TO CONSTRUCTION.

4. CONTRACTOR TO EXPOSE ANY EXISTING FACILITY THAT MAY BE IN CONFLICT PRIOR TO START OF CONSTRUCTION.

5. ALL EXISTING CITY UTILITIES (WATER/SEWER) SHOWN ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE ENGINEER NOR THE CITY IS RESPONSIBLE FOR THE ACCURACY OF LOCATION.

6. CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAYS OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES.

7. ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

8. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT UNLESS AUTHORIZED IN WRITING BY THE ENGINEERING DEPARTMENT. IN SUCH CASES, THE CONTRACTOR MUST PROVIDE ½" STEEL PLATES OVER PLATES WITH ANCHORING AS PER SPECIFICATIONS TO BE PROVIDED BY THE CITY OF SAN JUAN.

9. THE CONTRACTOR SHALL PROVIDE ALL BARRICADES, FLAGGING, LIGHTING, TRAFFIC AND SAFETY SIGNS AND OTHER ITEMS NECESSARY TO MAINTAIN THE SAFETY OF THE PUBLIC, STUDENTS AND THE EMPLOYEES.

10. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT TREES, GRASS, SHRUBBERY, SIDEWALKS, SIGNS, DRIVEWAYS, FENCING AND ALL UTILITIES. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE DURING CONSTRUCTION TO SUCH, ITEMS AT HIS OWN EXPENSE.

11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. ALL SIGNS MOVED DURING CONSTRUCTION ARE TO BE RE--ERECTED AT NO ADDITIONAL EXPENSE TO THE OWNER.

13. ALL BACKFILL SHALL BE COMPACTED AT DENSITIES SHOWN ON THE DRAWINGS. INITIAL TESTING WILL BE PAID FOR BY THE CITY OF SAN JUAN. THE FIRST TEST, AT ANY OWNER SELECTED AREA, WILL BE PAID BY THE CITY OF SAN JUAN. ANY RE-TESTING REQUIRED DUE TO FAILING TEST, WILL BE PAID BY THE CONTRACTOR. THE CITY OF SAN JUAN WILL SELECT TESTING LABORATORY.

14. ALL TESTING AND SOIL ANALYSIS REQUIRED TO BE PAID BY THE OWNER. CONTRACTOR TO ARRANGE FOR ALL TESTING. ANY RE--TESTS, DUE TO FAILURE. SHALL BE PAID FOR BY THE CONTRACTOR. TESTING COMPANY MUST BE APPROVED BY THE ENGINEER AND OWNER.

REQUIRED TESTING

1. BASE DENSITY	- ONE TEST PER 5000 SF.
2. CONCRETE	- SET CYLINDERS FOR EVERY 24 CUBIC YARDS POURED.
3. ASPHALT	- ONE EXTRACTION AND GRADATION TEST FOR PROJECT.
	- ONE SET OF CORES FOR THICKNESS VERIFICATION AND COURSE INSPECTION FOR EVERY 5,000 S.F.
	- DENSITY TESTING FOR COMPACTION

15. SALVAGED MATERIALS WILL TURNED OVER TO THE CITY OF SAN JUAN IF THEY WANT IT. IF NOT, THE CONTRACTOR WILL BE RESPONSIBLE TO DISPOSE AT HIS EXPENSE.

16. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION.

17. THE CONTRACTOR SHALL USE SELECT BACKFILL AT THE SITE. GRADING BACKFILL SHALL BE FREE OF DEBRIS AND GRASS. ALL SITE BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. BACKFILL SHALL HAVE A PLASTICITY INDEX OF LESS THAN 18.

18. ALL REFERENCE TO THE TEXAS DEPARTMENT OF TRANSPORTATION SHALL REFER TO THE LATEST EDITION.

19. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION STAKING AND SURVEYING.

20. EXISTING POWER POLES, CONCRETE STAND PIPES, ETC. WILL NEED TO BE BRACED DURING ADJACENT CONSTRUCTION.

21. CONTRACTOR SHALL KEEP ALL WATER AND SANITARY SEWER SERVICES OPERATIONAL.

22. THE ENGINEER WILL BE THE FINAL AUTHORITY OF ALL CONFLICTS, DISCREPANCIES, AND THE INTERPRETATIONS OF THE DRAWINGS OR SPECIFICATIONS.

23. ENGINEER WILL PROVIDE REFERENCE POINTS (ONLY) FOR CONSTRUCTION STAKEOUT. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKEOUT AND HUB/FLAGGING LOCATIONS. ALL FIELD SURVEY LAYOUT WORK TO BE APPROVED BY ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION. HUBS ARE REQUIRED AT 50 FOOT SPACING AND AT ALL BENDS AND FITTING, ETC.

24. CONTRACTOR SHALL USE CARE WHILE TRENCHING IN THE VICINITY OF TREES AS NECESSARY TO AVOID DAMAGING THE ROOT SYSTEMS AS MUCH AS POSSIBLE.

25. CONTACT THE CITY OF CITY OF SAN JUAN FOR EXACT LOCATION OF WATER AND SEWER MAINS AND SERVICE LINES PRIOR TO ANY CONSTRUCTION AND EXCAVATION. COORDINATE ANY ADJUSTMENTS WITH THE CITY OF SAN JUAN.

26. CONTACT TEXAS GAS COMPANY FOR EXACT LOCATION, DEPTH, AND SPOTTING OF ALL GAS MAIN LINE AND GAS SERVICE LINE PRIOR TO EXCAVATION. COORDINATE ANY GAS LINE ADJUSTMENTS WITH GAS COMPANY.

27. BACKFILL IN RIGHT-OF-WAYS OF TEXAS DEPARTMENT OF TRANSPORTATION WILL BE AS PER THEIR SPECIFICATIONS.

4/5/13

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4860

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

GENERAL NOTES

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	3 OF 45

SPECIAL PROVISIONS

1. UTILITIES

THE DRAWINGS SHOW AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED BY ON ENGINEERING SURVEY PARTY AND FROM UTILITY COMPANY RECORDS REGARDING THE LOCATION AND NATURE OF PIPELINES, STORM SEWER, TELEPHONE CONDUITS, ELECTRICAL LINES. SANITARY SEWER LINES, WATERLINE, GAS LINES, ETC.. HOWEVER, THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UTILITY COMPANIES AND TO LOCATE SUCH UNDERGROUND FEATURES SUFFICIENTLY IN ADVANCE TO PRECLUDE DAMAGE TO SAME.

IN THE EVENT THAT UNDERGROUND FACILITIES NOT SHOW ON THE DRAWING ARE ENCOUNTERED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE SUCH UNDERGROUND FEATURES SUFFICIENTLY ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.

IN THE EVENT OF DAMAGE TO UNDERGROUND FACILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE AT NO INCREASE IN THE CONTRACTOR'S PRICE AND SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVICING THE FACILITY.

2. TRENCH SAFETY

CONTRACTOR SHALL PROVIDE ALL REQUIRED TRENCH SAFETY SYSTEMS IN ACCORDANCE WITH OSHA REGULATIONS AND REQUIREMENTS OF TEXAS LEGISLATURE H.B. No 661 AND 665. TRENCH SAFETY SYSTEMS ARE REQUIRED FOR ANY EXCAVATION, OVER FIVE FEET IN DEPTH FOR SEWER LINES, MANHOLE, LIFT STATIONS, WATERLINE, ETC.

THE CONTRACTOR IS HEREBY MADE AWARE THAT HE IS TOTALLY RESPONSIBLE FOR TRENCH SAFETY, INCLUDING IMPLEMENTATION, DESIGN, CONSTRUCTION, INSPECTION ETC., AND HE HAS INCLUDED A TRENCH SAFETY SYSTEM IN HIS CONTRACT.

SEE SPECIFICATION SECTION FOR TRENCH SAFETY REQUIREMENTS.

3. TEXAS COMMISSION ON ENVIRONMENT QUALITY (TCEQ) RULES AND REQUIREMENTS

THE CONTRACTOR SHALL STRICTLY ADHERE TO TCEQ RULES AND REGULATIONS WHICH REGULATE THE INSTALLATION AND TESTING OF DOMESTIC WATER AND WASTEWATER PROJECTS AS DETAILED IN 30 TAC, CHAPTER 290 OF THE THRCC/TCEQ RULES. ALL MINIMUM SEPARATION DISTANCES AND CROSSING REQUIREMENTS ARE TO BE STRICTLY ADHERED TO. IT IS THE CONTRACTOR'S RESPONSIBLE FOR THE ADHERENCE TO THESE REQUIREMENTS, AND REGULATIONS.

4. TESTING AND EXCAVATION

ALL BACKFILL SHALL BE PERFORMED IN 6 INCH TO A CONDITION COMPARABLE TO ADJACENT, UNDISTURBED MATERIAL. CONTRACTOR SHALL CORRECT ANY FUTURE SETTLEMENT IN AREA OF EXCAVATION.

SEE PROJECT DRAWING FOR DETAIL SHOWING BACKFILL AND PAVEMENT REPAIRS.

ALL MATERIALS ARE SUBJECT TO APPROVAL BY THE ENGINEER PRIOR TO USE AND ANY MATERIAL FAILING APPROVAL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE.

ALL TESTING AND SOIL ANALYSIS REQUIRED TO BE PAID BY THE OWNER. CONTRACTOR TO ARRANGE FOR ALL TESTING. ANY RE-TESTS, DUE TO FAILURE, SHALL BE PAID FOR BY THE CONTRACTOR. TESTING COMPANY MUST BE APPROVED BY ENGINEER AND OWNER.

5. TRAFFIC PROTECTION AND CONTROL

THE ROADWAY AND STREETS SHALL REMAIN OPEN FOR ACCESS TO TRAFFIC AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT CONTRACTOR TO PROVIDE TEMPORARY ALL-WEATHER ACCESS DURING CONSTRUCTION. CONTRACTOR IS TO INSTALL SIGNAGE TO INDICATE "CONSTRUCTION" AND BARRICADES AND LIGHTING AT PROJECT LIMITS. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR ALL TRAFFIC AFFECTED BY THE CONTRACTOR'S WORK WITH WARNING SIGNS, FLAGS, LIGHTS, AND FLAGMEN WHERE NECESSARY AND REQUIRED. A TEN FOOT (10') BUFFER ZONE SHALL BE MAINTAINED BETWEEN TRAFFIC AND WORK AREA. SHOULD ANY PORTION OF THE TRAVELWAY, INCLUDING A ZONE 5 FEET FROM THE PAVEMENT EDGE, BE RESTRICTED TO TRAFFIC DURING THE HOURS OF DARKNESS. THE JOBSITE AND PROJECT AREA SHALL BE PROTECTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS DEPARTMENT OF HIGHWAYS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE TOTALLY FAMILIAR WITH THE TEXAS DEPARTMENT OF HIGHWAYS SAFETY, TRAFFIC, BARRICADES AND CONSTRUCTION STANDARDS.

THE CONTRACTOR SHALL HOLD HARMLESS THE CITY OF SAN JUAN AND THE PROJECT ENGINEER AGAINST ANY ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY REASON OF THE EXERCISE OF THIS CONSTRUCTION.

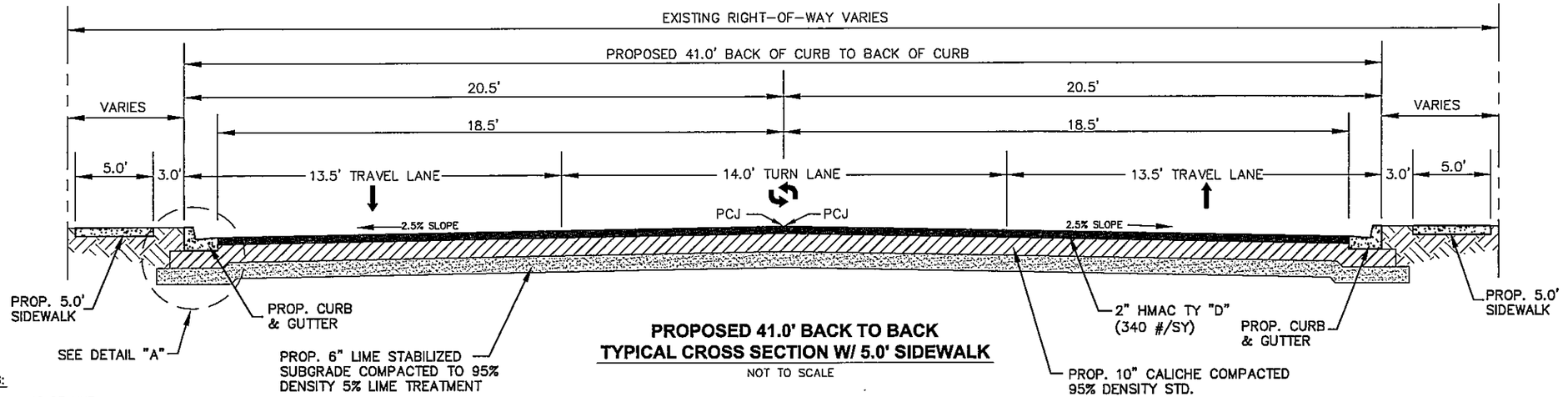


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FIRM REG. No: F-4860

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

SPECIAL PROVISIONS

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PROPOSED 41.0' BACK TO BACK
TYPICAL CROSS SECTION W/ 5.0' SIDEWALK
NOT TO SCALE

GENERAL NOTES:

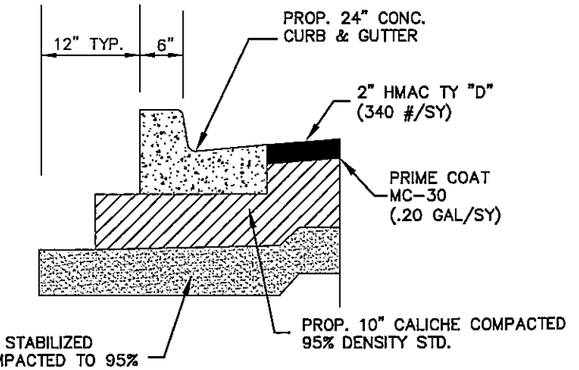
1.) PGL- PROPOSED GRADE LINE

2.) WHERE POSSIBLE AND UNLESS OTHERWISE DIRECTED BY THE ENGINEER, PERMISSIBLE CONSTRUCTION JOINTS SHALL FALL ON CENTER OF ROAD.

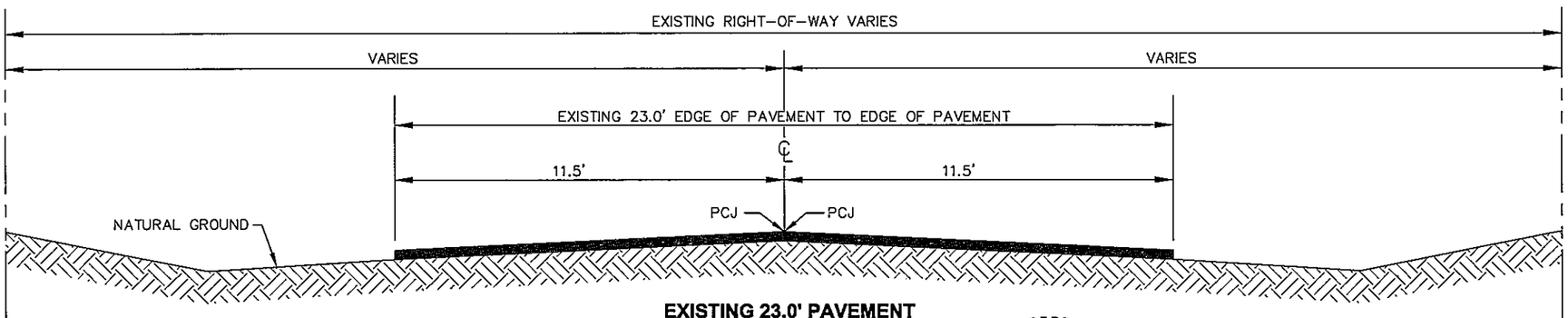
3.) ALL GRADING SHALL BE WITH IN R.O.W. LIMITS

4.) WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

5.) PREPARATION OF THE SUBGRADE OR EXISTING ROADBED SHALL BE BLADED TO PROVIDE A UNIFORM CROSS-SECTION TO THE LINE AND GRADE SHOWN ON THE PLANS. THE SECTION SHALL BE PROOF ROLLED, ANY SOFT SPOTS SHALL NEED TO BE STABILIZED.



DETAIL "A"
NOT TO SCALE



EXISTING 23.0' PAVEMENT
CROSS SECTION
NOT TO SCALE

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

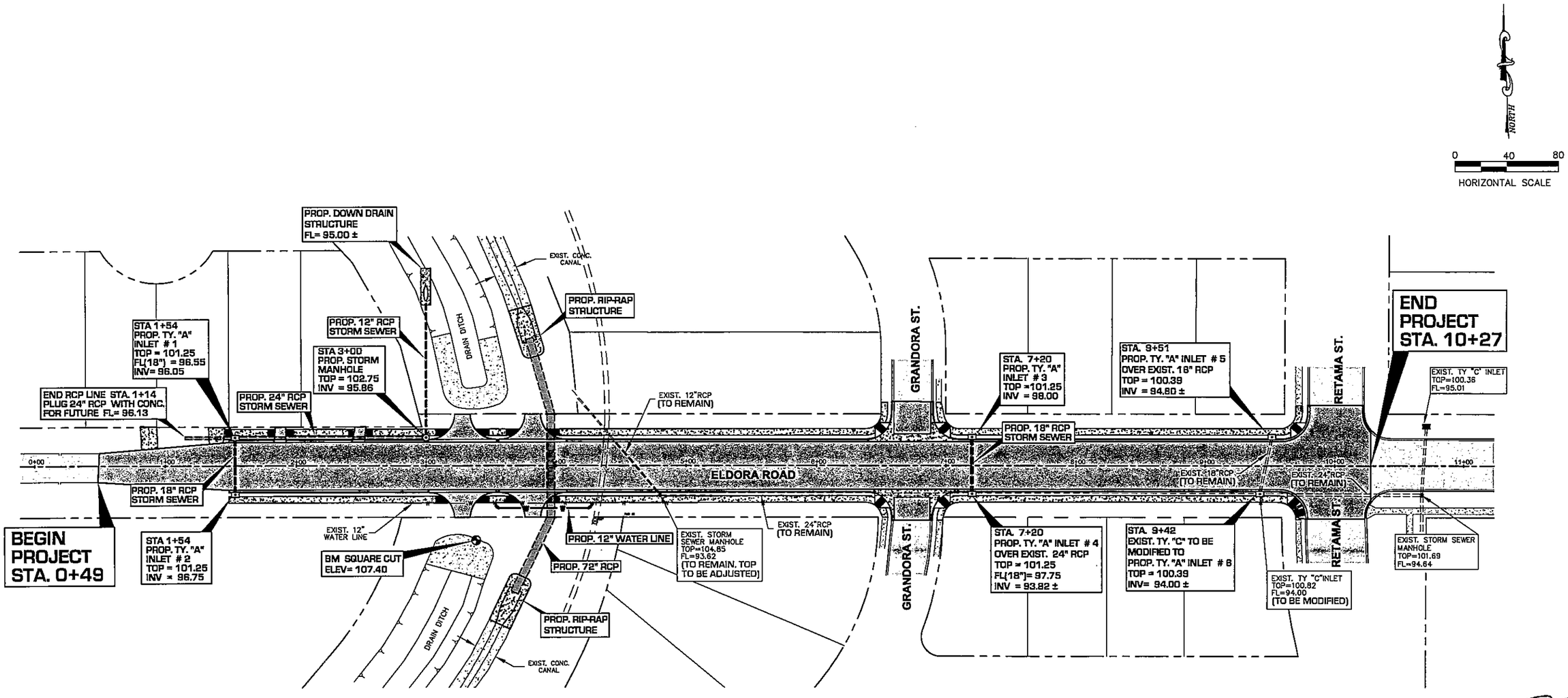
5/13/13

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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA & SGT. LEONEL TREVIÑO ROAD CROSS SECTION

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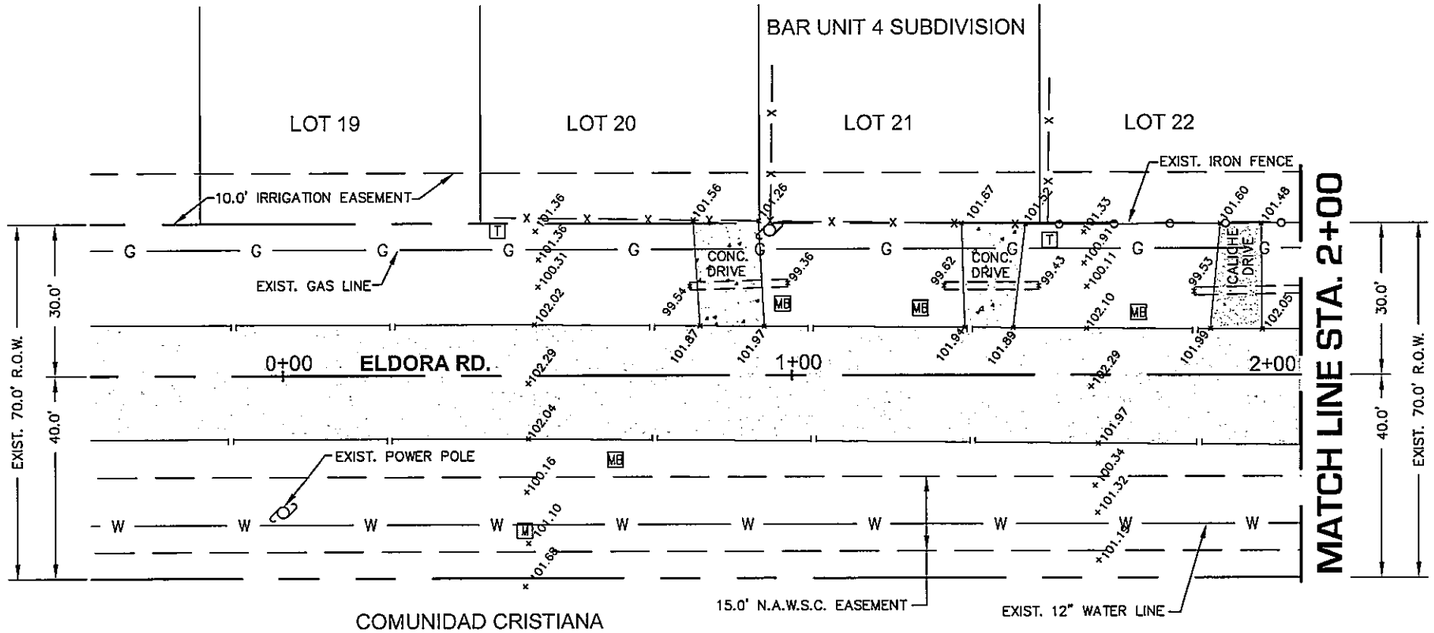
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

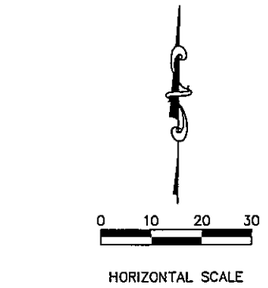
PROJECT LAYOUT - ELDORA ROAD

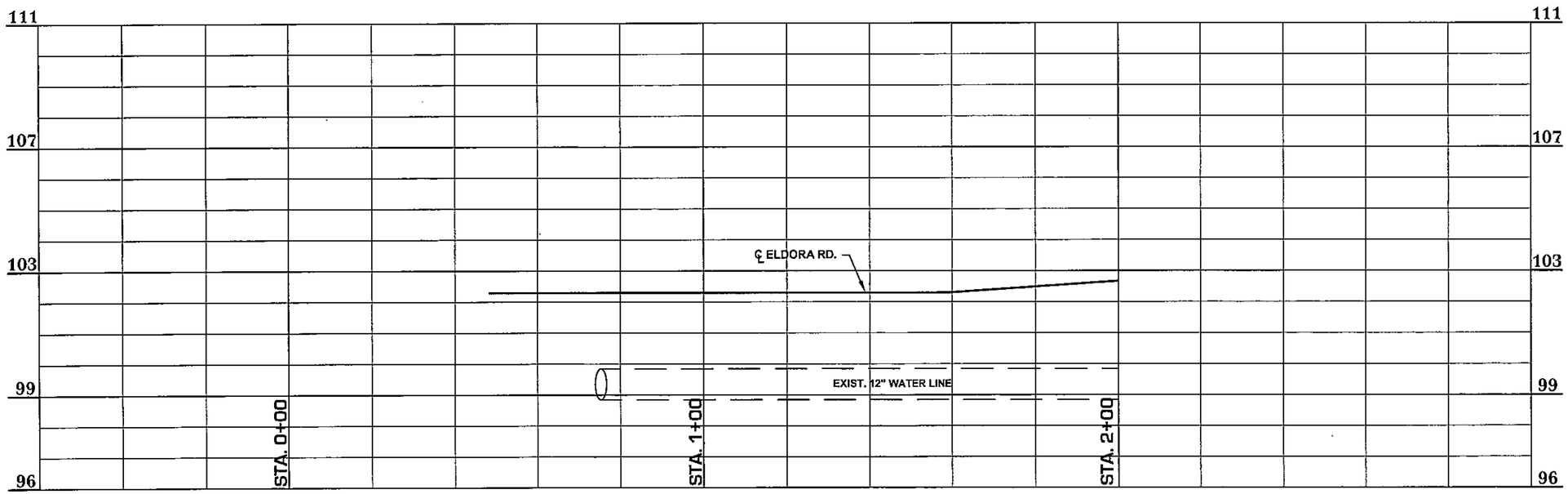
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COMUNIDAD CRISTIANA
"LA NUEVA ESPERENZA" INC.
DOC. 393810 H.C.D.R.





0 4
1" = 4'
VERTICAL SCALE

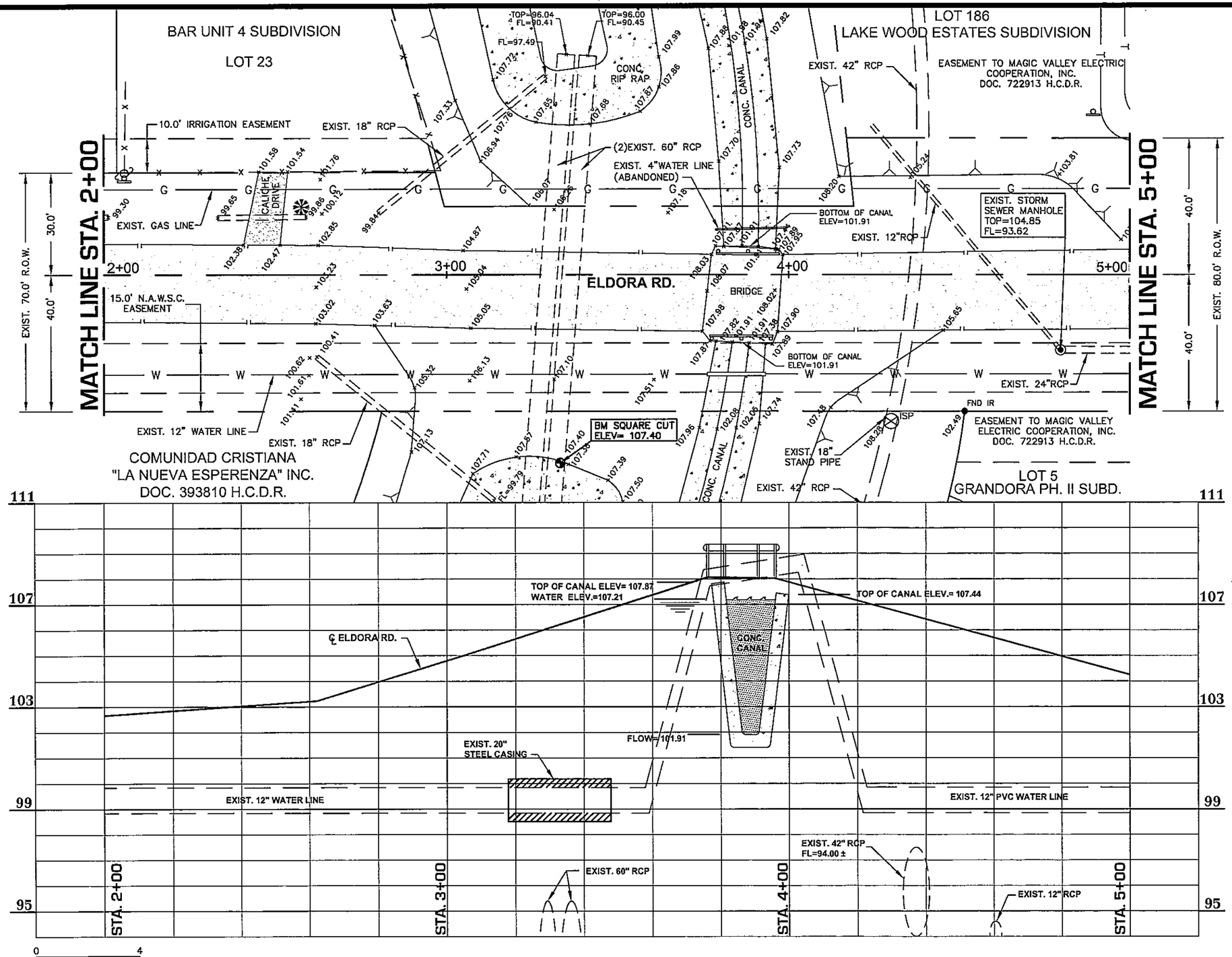
9/5/13
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

EXISTING ELDORA ROAD
PLAN & PROFILE- BEGIN PROJECT - STA. 2+00

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STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

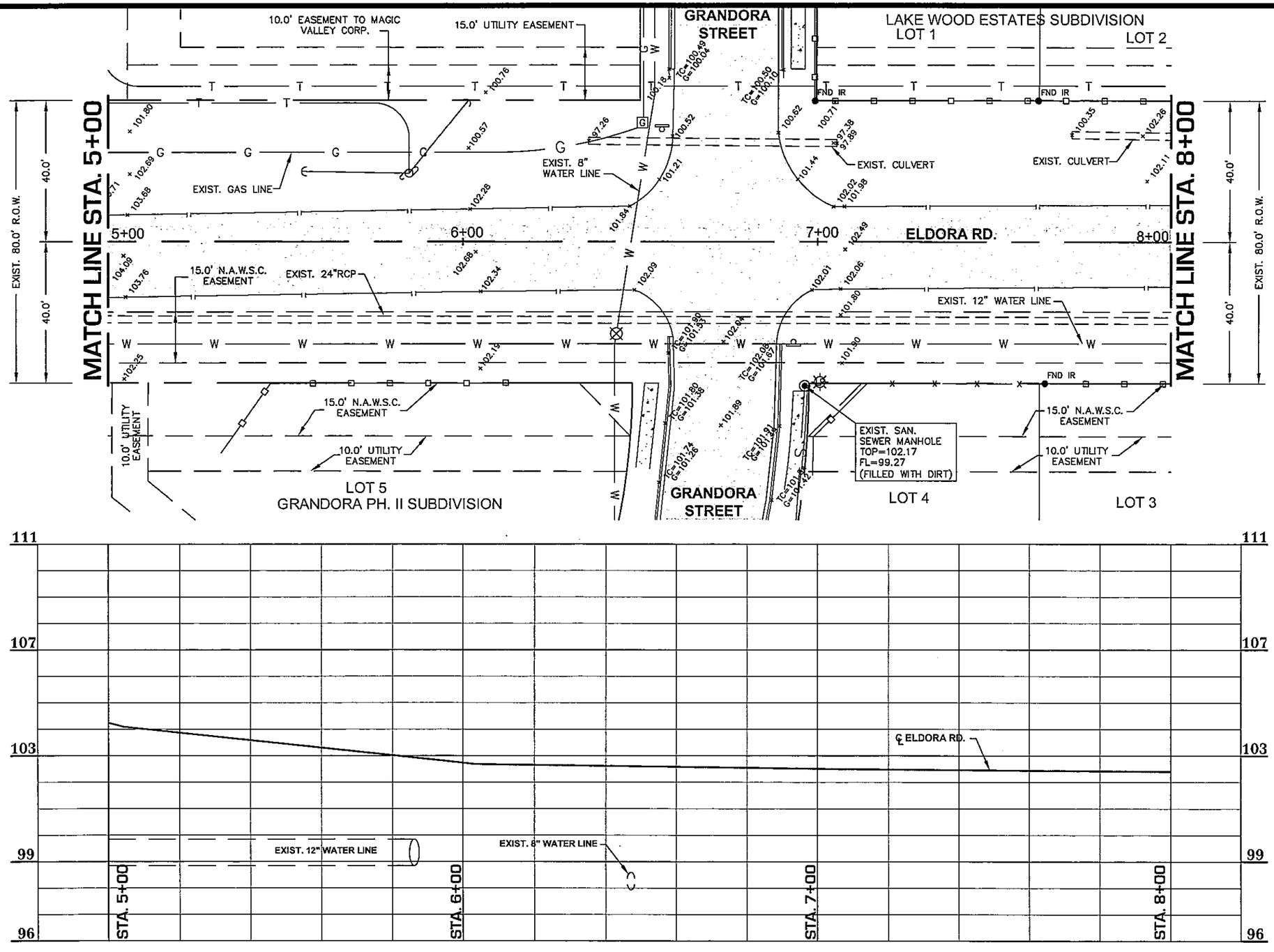
4/5/13

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FIRM REG. No: F-4860

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

EXISTING ELDORA ROAD PLAN & PROFILE - STA. 2+00 - STA. 5+00

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R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	8 OF 45



0 10 20 30
HORIZONTAL SCALE

0 4
1" = 4'
VERTICAL SCALE

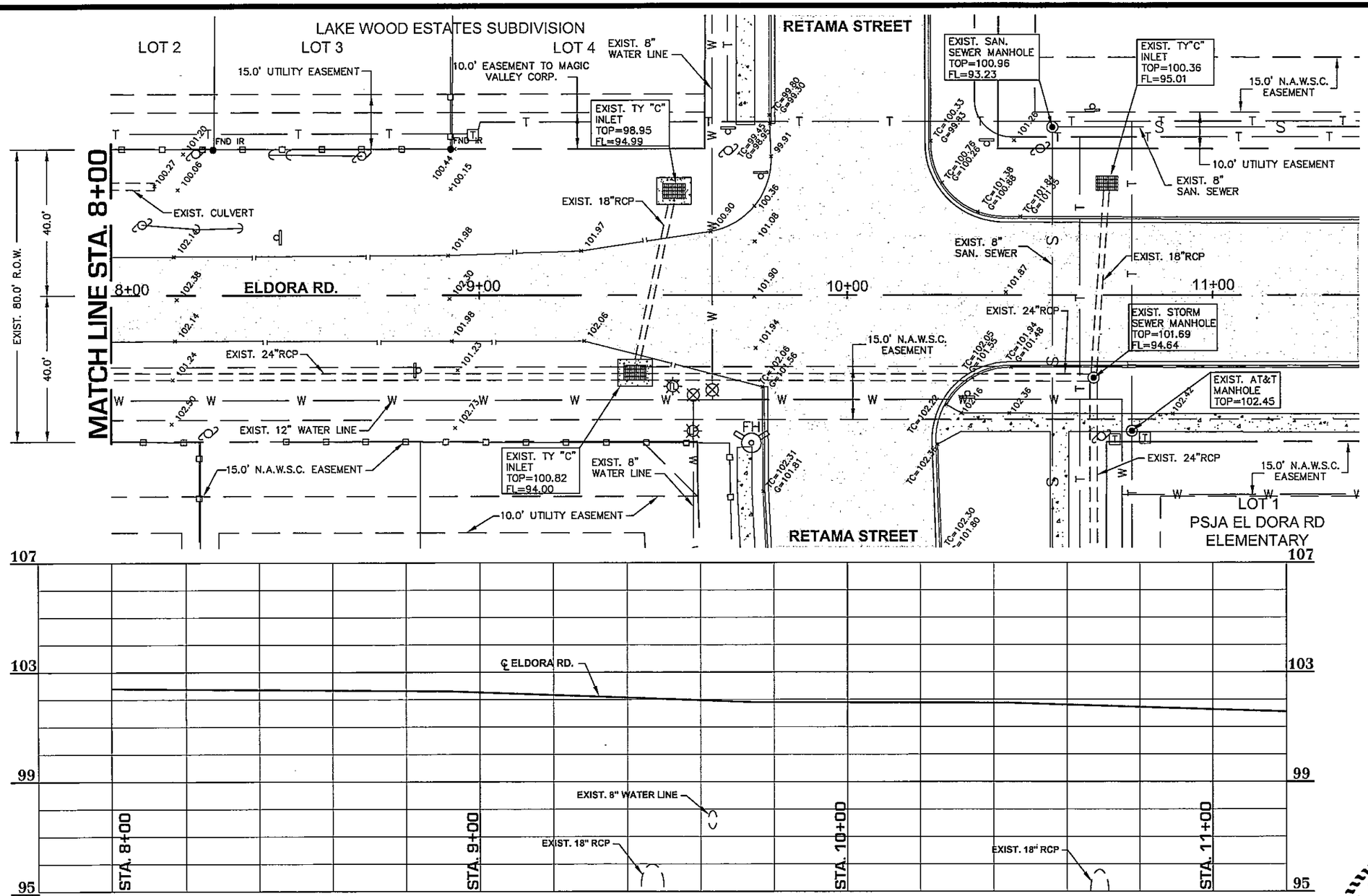
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
5/13

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FIRM REG. No: F-4850

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

EXISTING ELDORA ROAD PLAN & PROFILE - STA. 5+00 - STA. 8+00

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	9 OF 45



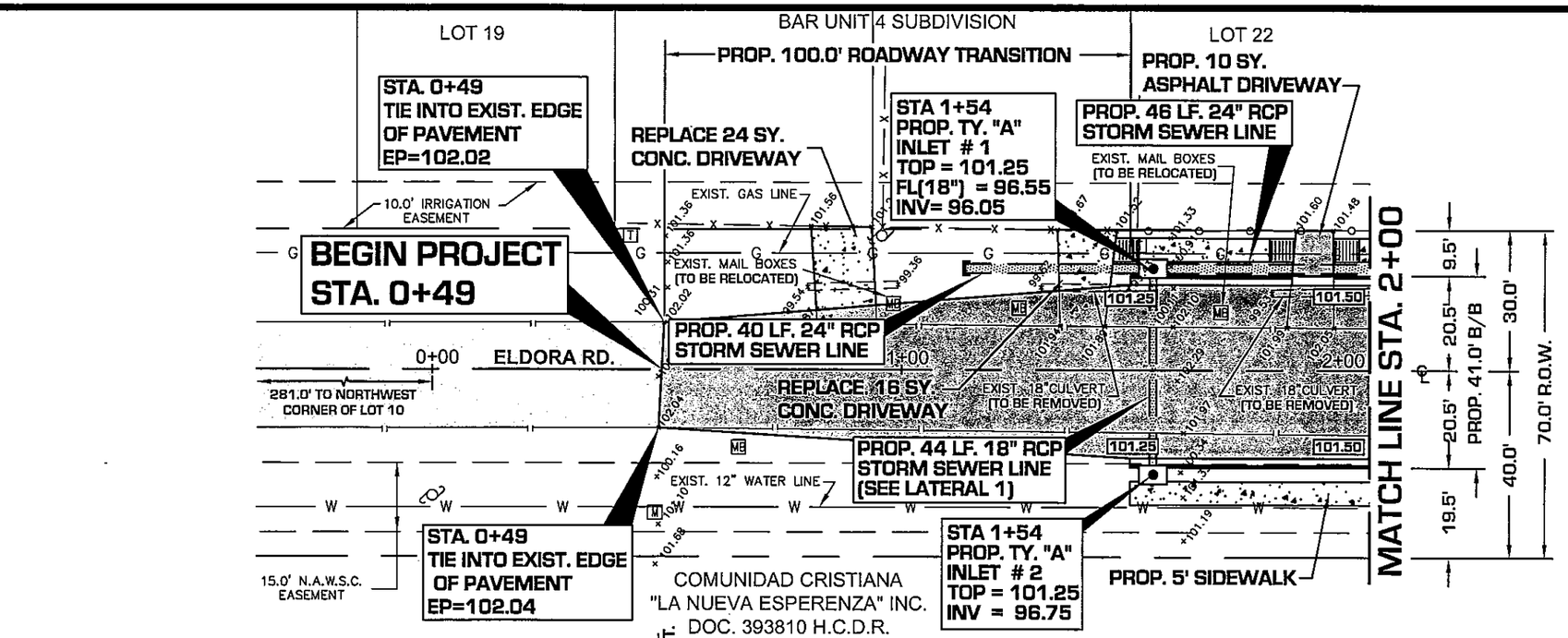
STATE OF TEXAS
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REGISTERED PROFESSIONAL ENGINEER
9/5/13

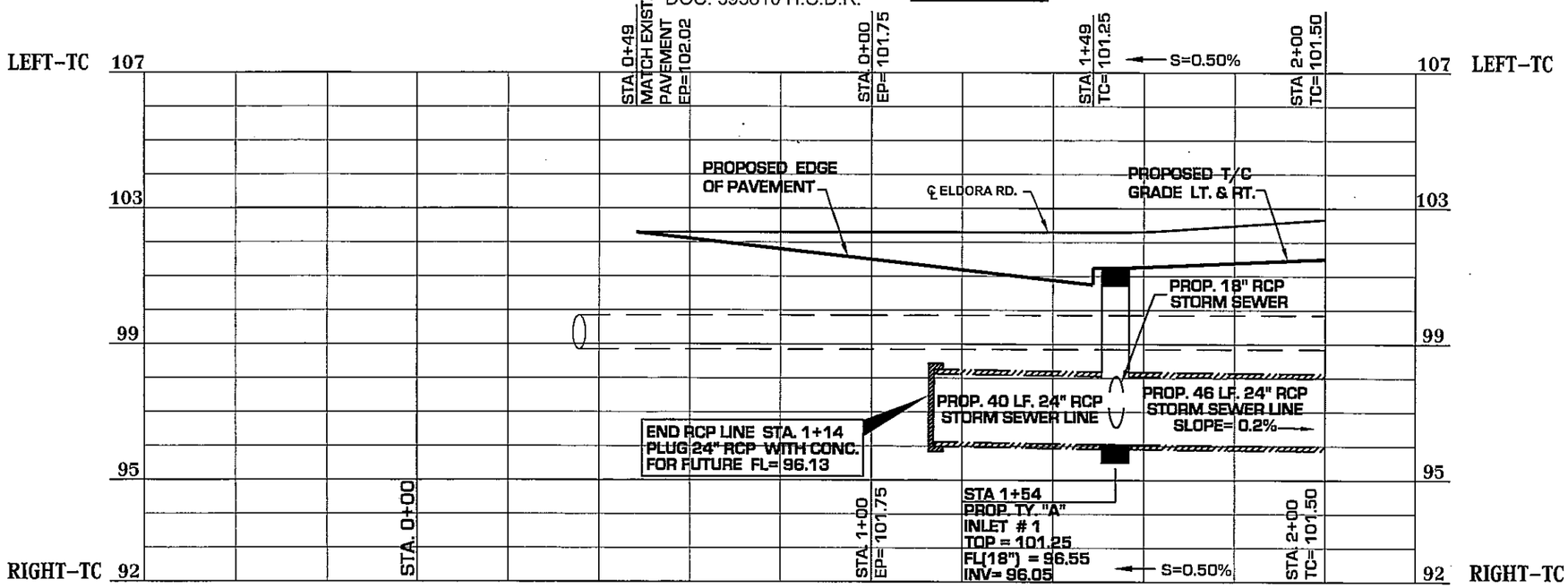
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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

EXISTING ELDORA ROAD PLAN & PROFILE - STA. 8+00 - END PROJECT

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	10 OF 45





NEW ASPHALT

EXISTING ASPHALT

9/5/13

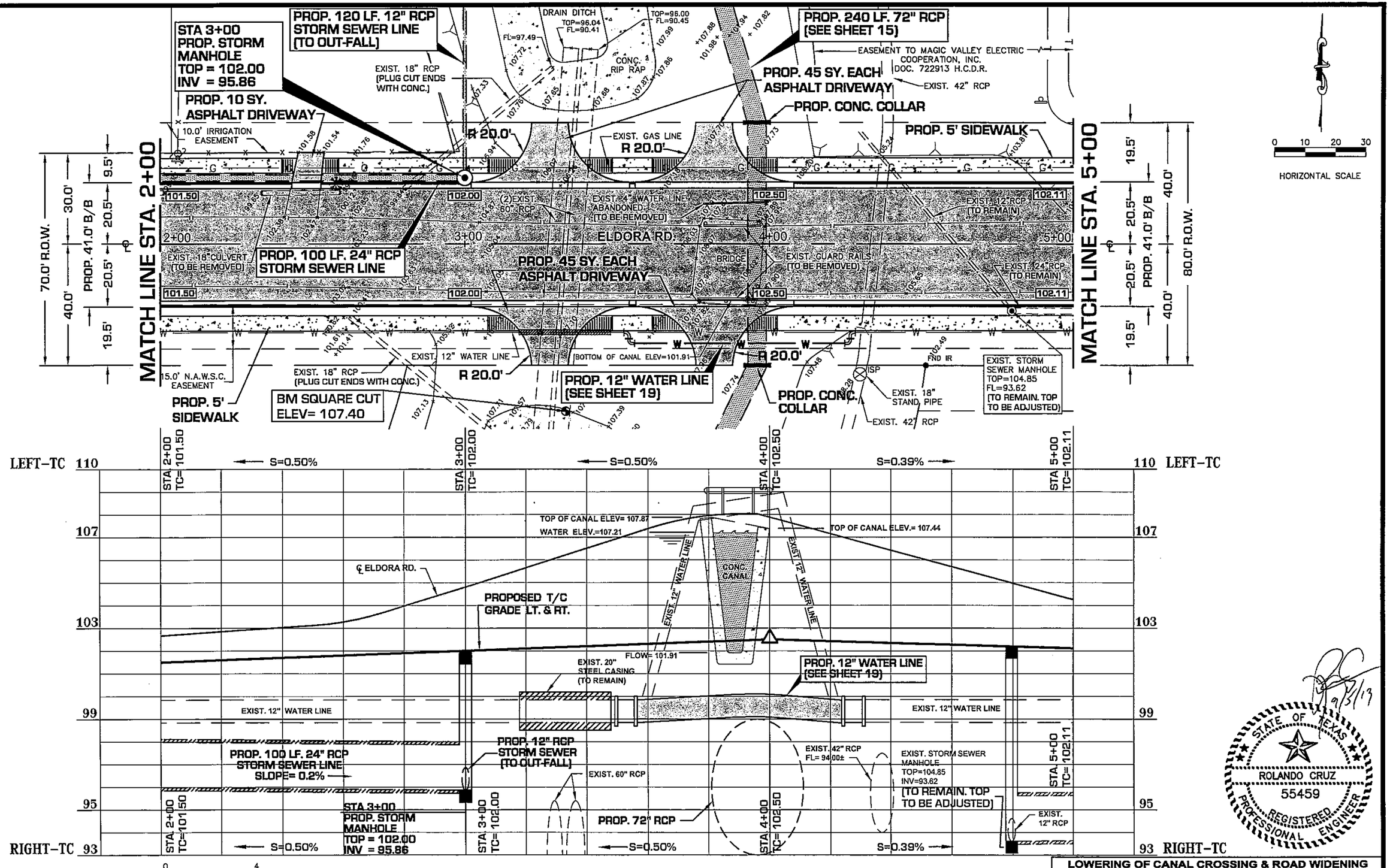
STATE OF TEXAS
ROLANDO CRUZ
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REGISTERED PROFESSIONAL ENGINEER

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FIRM REG. No: F-4850

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD PAVING & DRAINAGE
PLAN & PROFILE- BEGIN PROJECT - STA. 2+00

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STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/3/13

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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD PAVING & DRAINAGE PLAN & PROFILE - STA. 2+00 - STA. 5+00

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R. C.	J.L.G.	048-01-13	AUGUST 2013	SAN JUAN	12 OF 45

15.0' UTILITY EASEMENT
10.0' EASEMENT TO MAGIC VALLEY CORP.
EXIST. GAS LINE
MATCH EXIST. CURB & GUTTER TC=100.49 G= 100.04
GRANDORA STREET
MATCH EXIST. CURB & GUTTER TC= 100.50 G= 100.10
MATCH EXIST. 4' SIDEWALK
FND IR
STA. 7+20 PROP. TY. "A" INLET # 3 TOP =101.25 INV = 98.00
R 20.0'
MATCH LINE STA. 5+00
MATCH LINE STA. 8+00
80.0' R.O.W.
40.0'
19.5'
PROP. 41.0' B/B
20.5'
102.11
101.72
101.57
101.29
100.94
EXIST. POWER POLE (TO BE RELOCATED)
EXIST. CULVERT (TO BE REMOVED)
PROP. 5' SIDEWALK
ELDORA RD.
5+00
6+00
7+00
8+00
EXIST. 24" RCP (TO REMAIN)
15.0' N.A.W.S.C. EASEMENT
EXIST. 8" WATER LINE
PROP. 144 LF. 6' VALLEY GUTTER
PROP. 44 LF. 18" RCP STORM SEWER LINE (SEE LATERAL 2)
EXIST. 12" WATER LINE
STA. 7+20 PROP. TY. "A" INLET # 4 OVER EXIST. 24" RCP TOP = 101.25 FL(18")= 97.75 INV = 93.82 ±
MATCH EXIST. 4' SIDEWALK
MATCH EXIST. CURB & GUTTER TC=101.85 G=101.35
MATCH EXIST. CURB & GUTTER TC=102.00 G=101.50
EXIST. SAN. SEWER MANHOLE TOP=102.17 FL=99.27 (FILLED WITH DIRT)
10.0' UTILITY EASEMENT
GRANDORA PH. II SUBDIVISION
LOT 4
0 10 20 30
HORIZONTAL SCALE

LEFT-TC 107
RIGHT-TC 91
STA 5+00 TC= 102.11
STA 6+00 TC= 101.72
STA 7+00 TC=101.33 G= 100.83
STA 8+00 TC= 100.94
S=0.39%
℄ ELDORA RD.
STA. 6+38 TOP OF CURB
STA. 7+10 TOP OF CURB
GRANDORA ST.
PROPOSED T/C GRADE LT. & RT.
EXIST. 12" WATER LINE
PROPOSED 72 LF. 6' VALLEY GUTTER
PROP. 18" RCP STORM SEWER
STA. 7+20 PROP. TY. "A" INLET # 4 OVER EXIST. 24" RCP TOP = 101.25 FL(18")= 97.75 INV = 93.82 ±
EXIST. 24" RCP (TO REMAIN)
103
99
95
0 4
1" = 4' VERTICAL SCALE

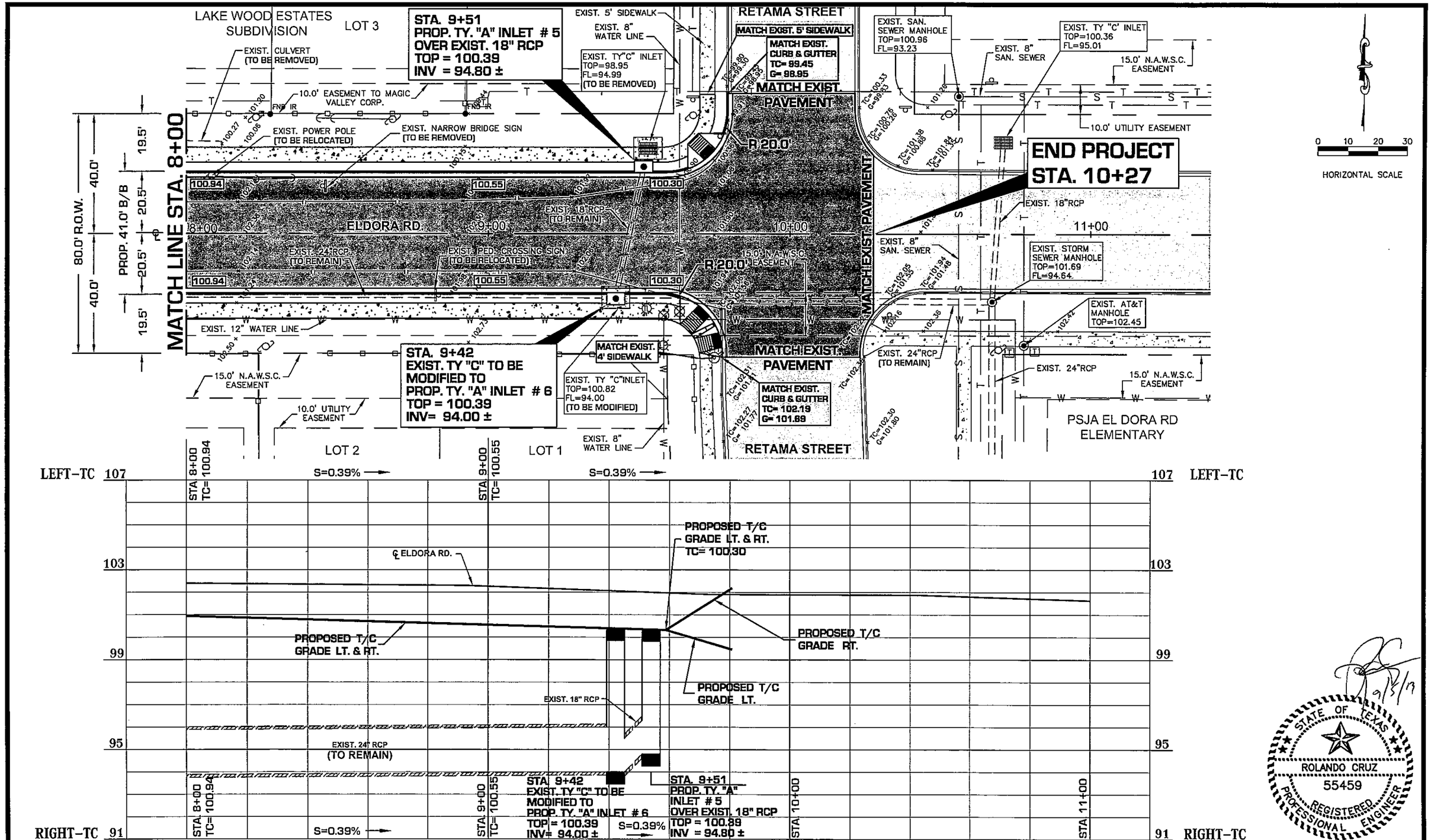
NEW ASPHALT
EXISTING ASPHALT

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

CRUZ-HOGAN Consultants, Inc.
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4660

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.
ELDORA ROAD PAVING & DRAINAGE
PLAN & PROFILE - STA. 5+00 - STA. 8+00

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	13 OF 45



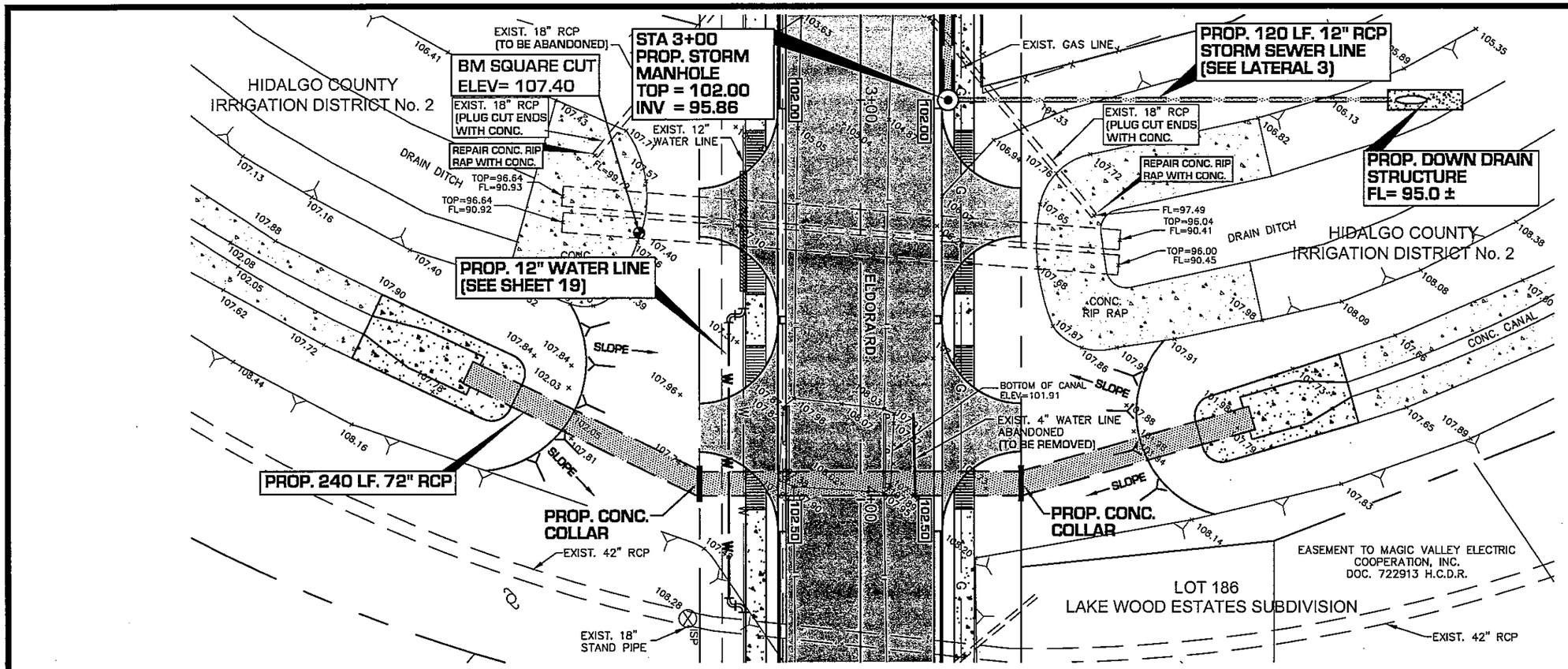
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
9/13/19

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4660

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

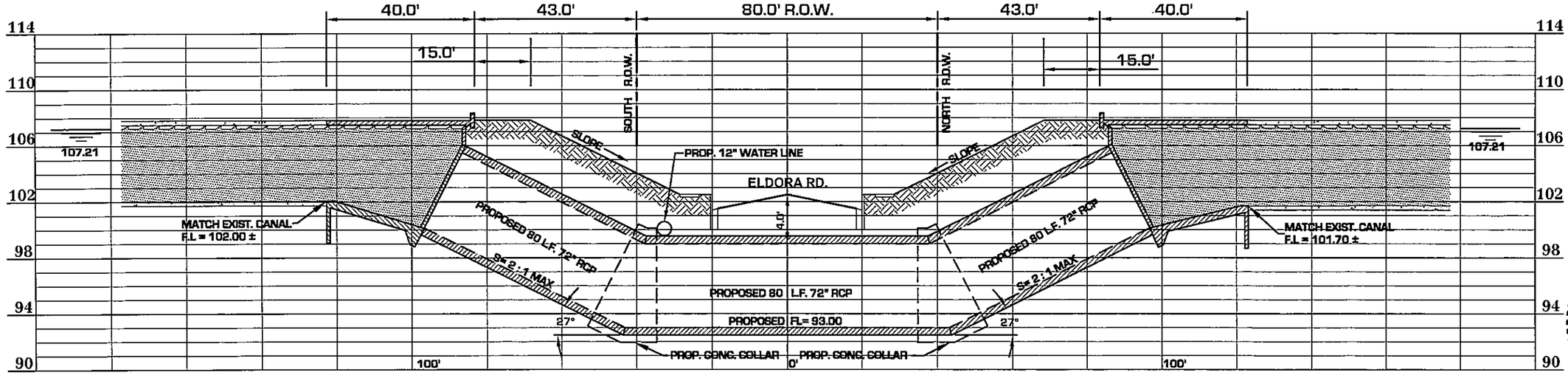
ELDORA ROAD PAVING & DRAINAGE
PLAN & PROFILE - STA. 8+00 - END PROJECT

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	14 OF 45



NOTE:
REGRADE SIDE SLOPES AT PROP. IRRIGATION CANAL TO MATCH DRAINAGE DITCH SIDE SLOPE TO MAINTAIN ACCESS ROAD.

NOTE:
DETAIL FOR 72" RCP CONSTRUCTION SEE SHEET 33 & 34



NEW ASPHALT

EXISTING ASPHALT

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/5/13

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4850

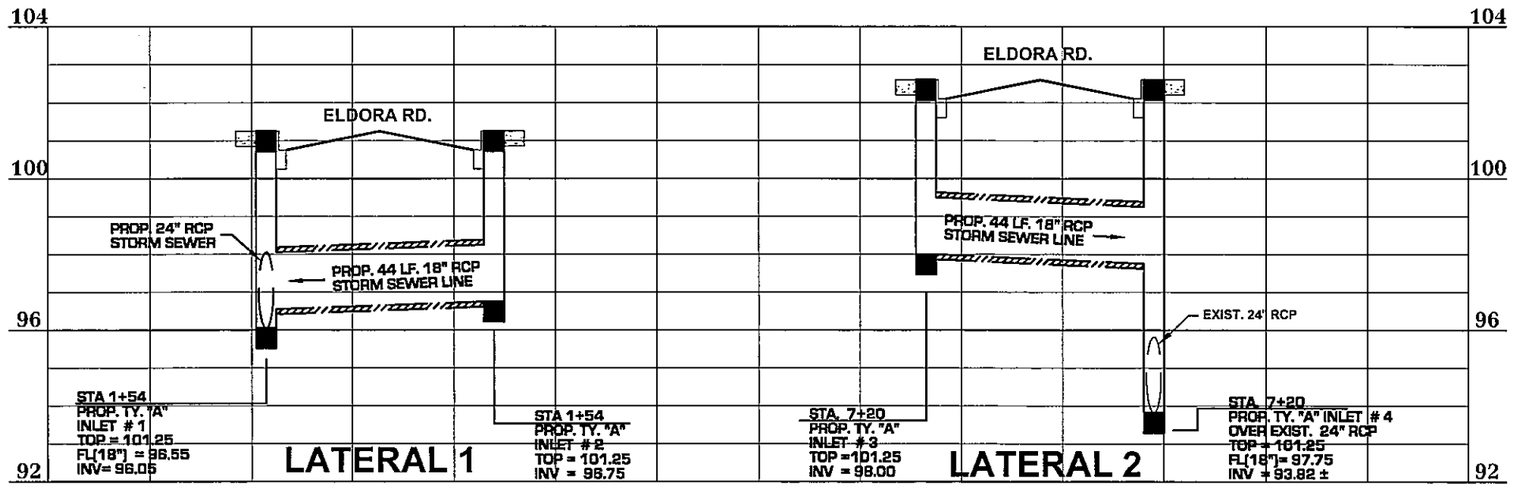
LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD - 72" RCP PLAN & PROFILE

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	15 OF 45

0 10 20 30
HORIZONTAL SCALE

0 4
1" = 4'
VERTICAL SCALE



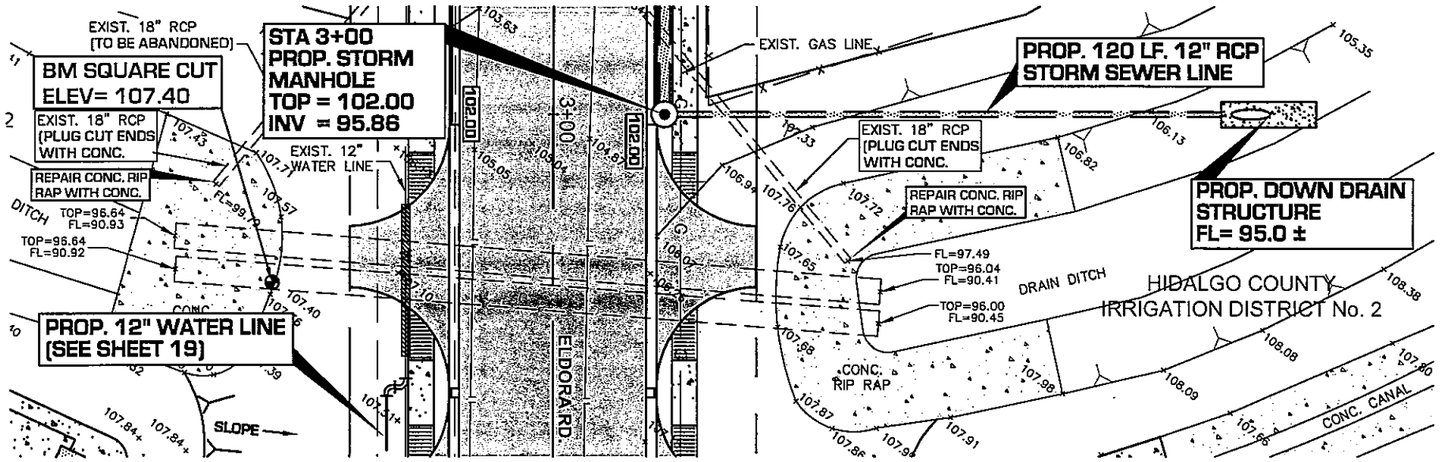
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/3/13

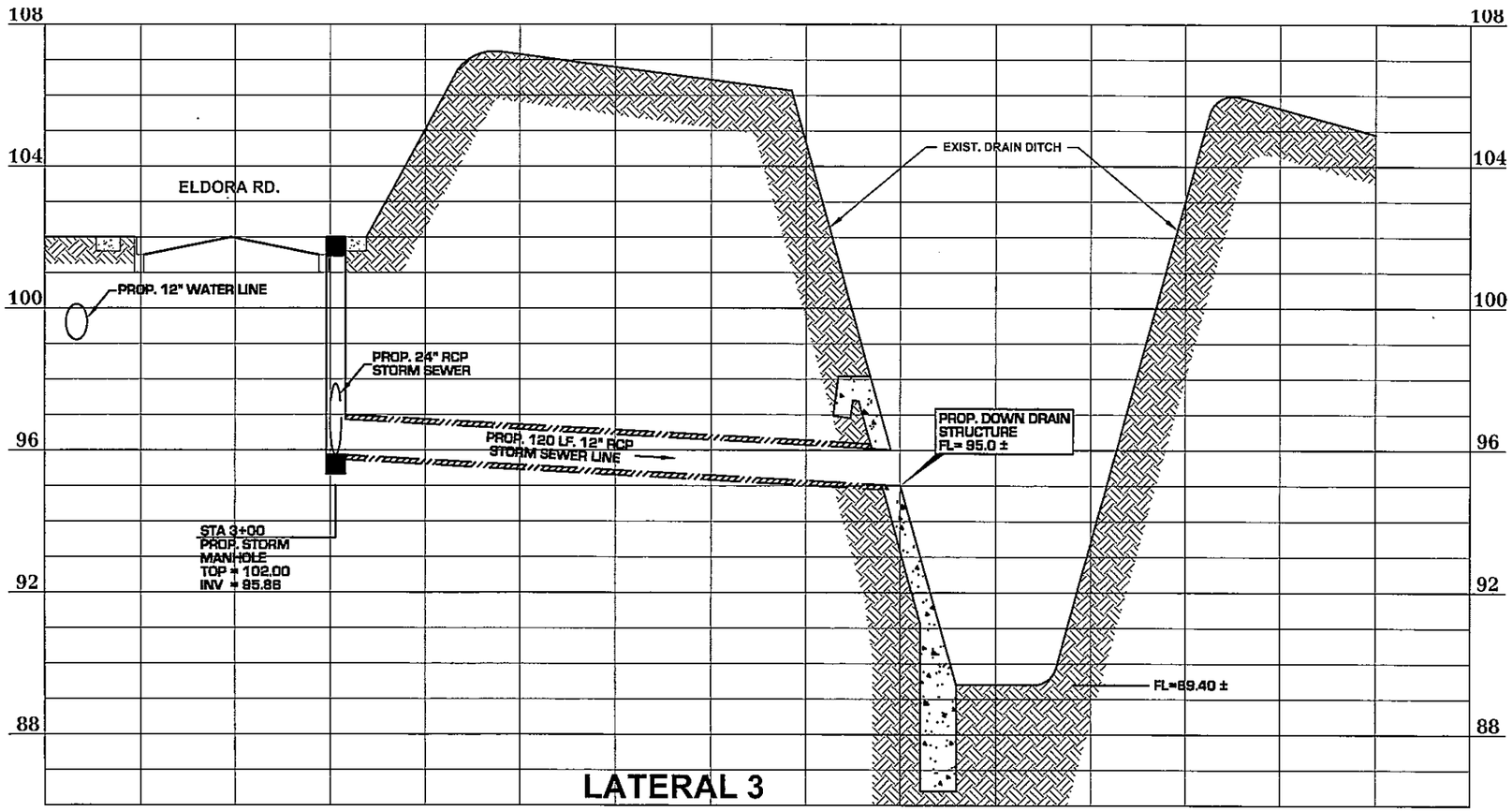
CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4860

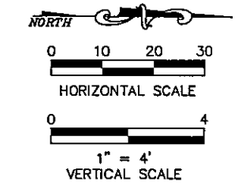
LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD LATERAL 1 & 2

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
. R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	16 OF 45









LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

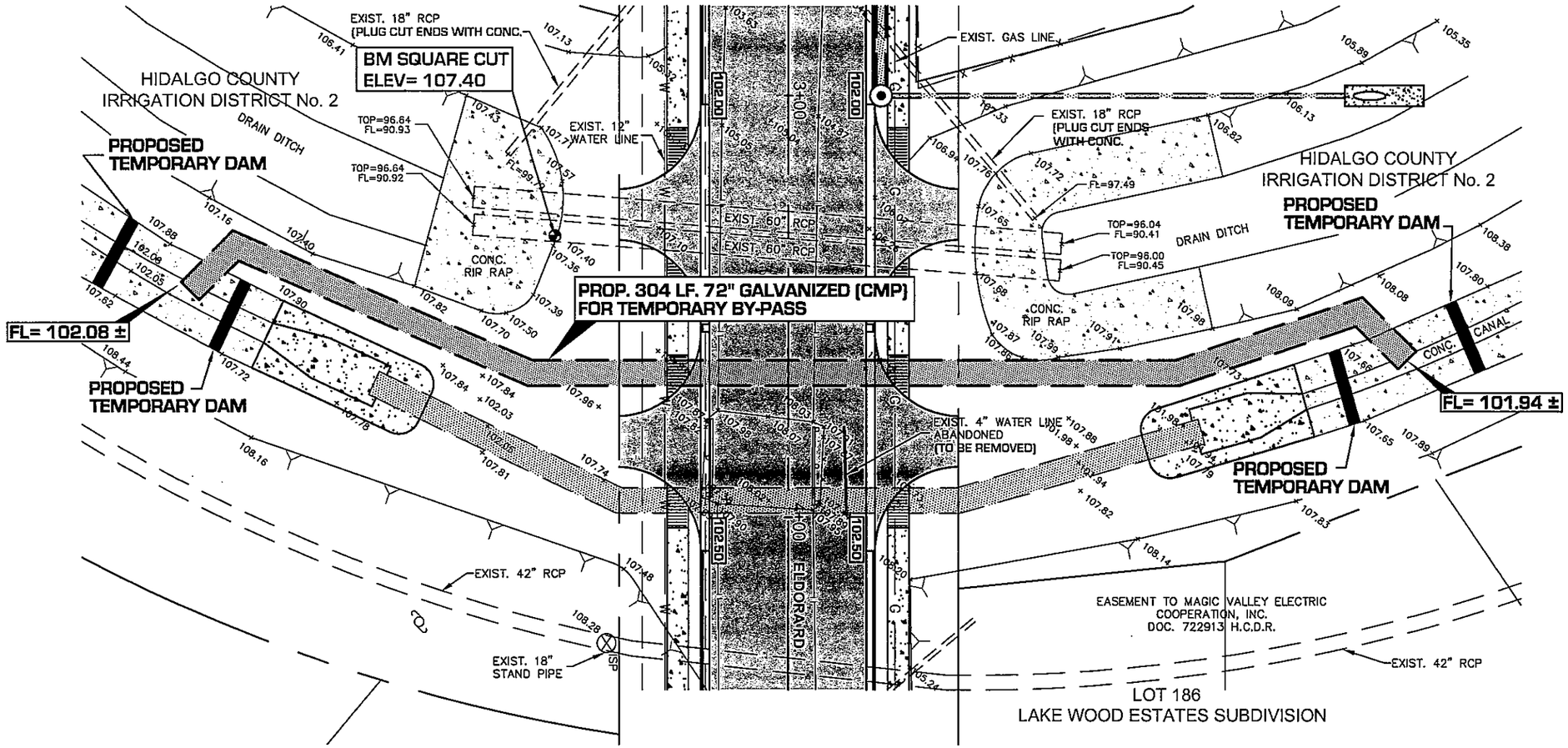
ELDORA ROAD
LATERAL 3

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4860

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	17 OF 45

0 10 20 30

HORIZONTAL SCALE



9/5/13

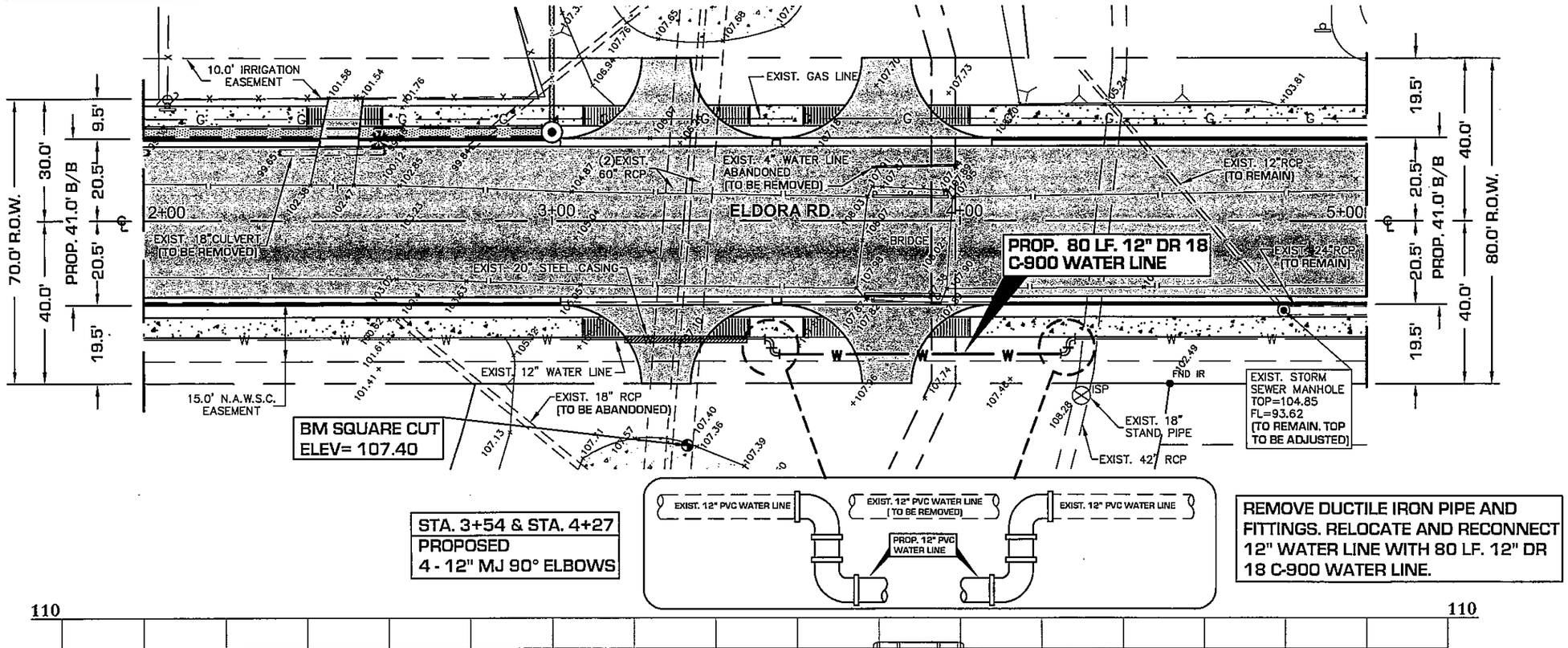
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED
PROFESSIONAL ENGINEER

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD
TEMPORARY CANAL BYPASS PLAN

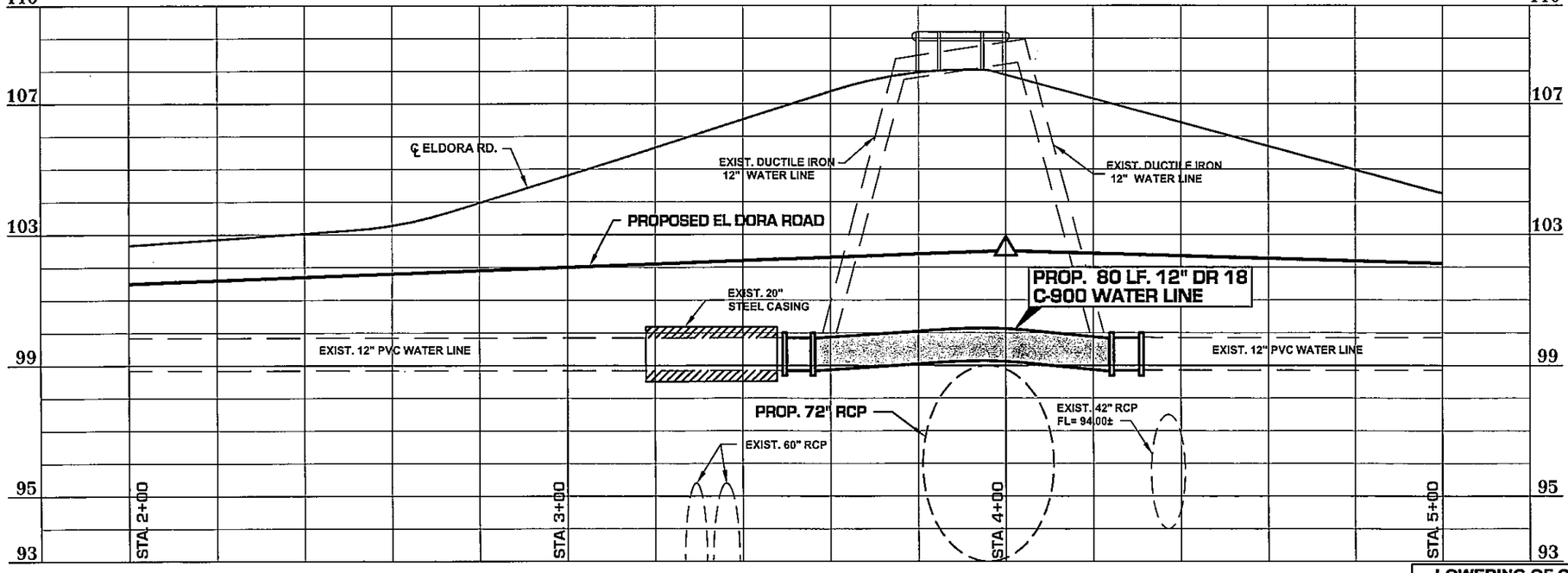
CRUZ-HOGAN *Consultants, Inc.*
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DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	18 OF 45



STA. 3+54 & STA. 4+27
PROPOSED
4 - 12" MJ 90° ELBOWS

REMOVE DUCTILE IRON PIPE AND FITTINGS. RELOCATE AND RECONNECT 12" WATER LINE WITH 80 LF. 12" DR 18 C-900 WATER LINE.



NEW ASPHALT

EXISTING ASPHALT

0 4
1" = 4'
VERTICAL SCALE

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/5/13

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FIRM REG. No: F-4860

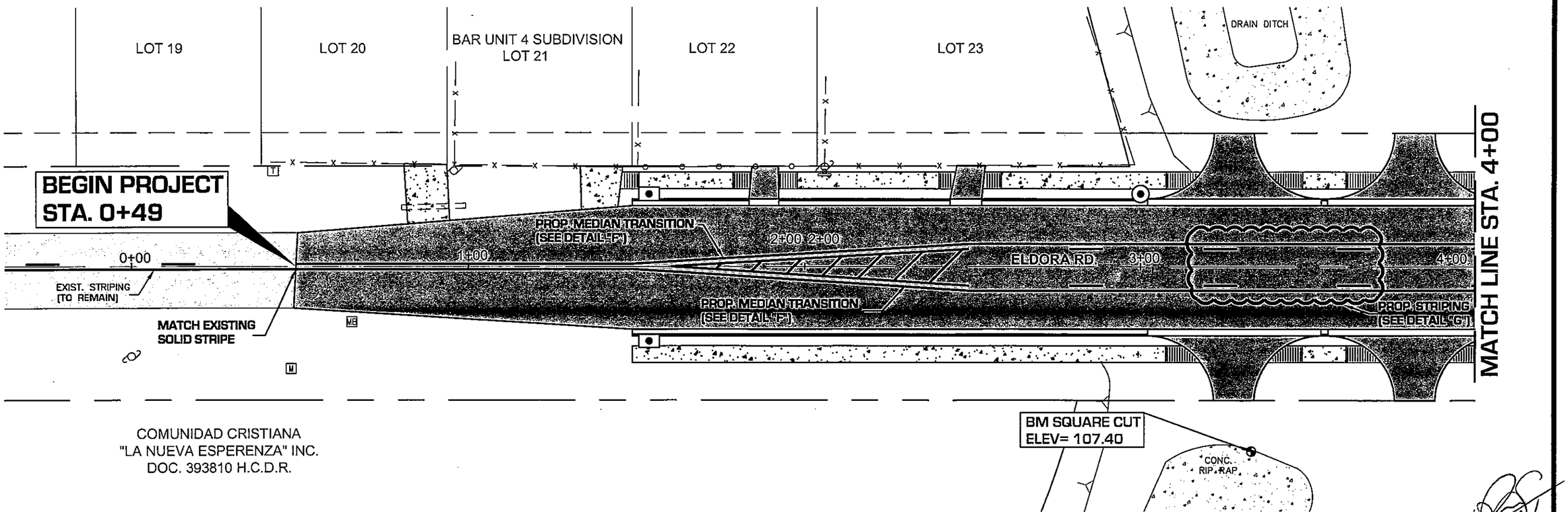
LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD
PLAN & PROFILE - PROPOSED 12" WATER LINE

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	19 OF 45

0 10 20 30

HORIZONTAL SCALE



COMUNIDAD CRISTIANA
"LA NUEVA ESPERENZA" INC.
DOC. 393810 H.C.D.R.

NOTE:
FOR STRIPING & MARKING DETAILS SEE SHEET 39

9/3/13

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4850

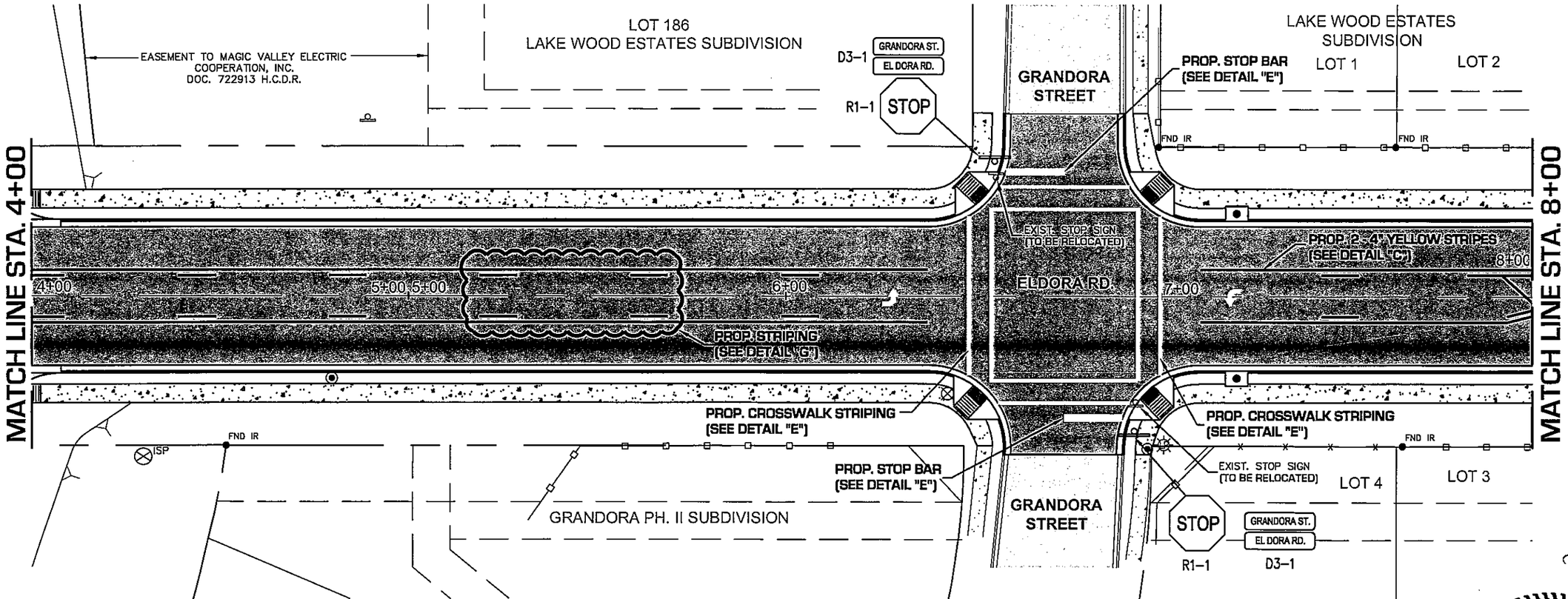
LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD STRIPING PLAN
BEGIN PROJECT - STA. 4+00

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	20 OF 45

0 10 20 30

HORIZONTAL SCALE



NOTE:
FOR STRIPING & MARKING DETAILS SEE SHEET 39

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

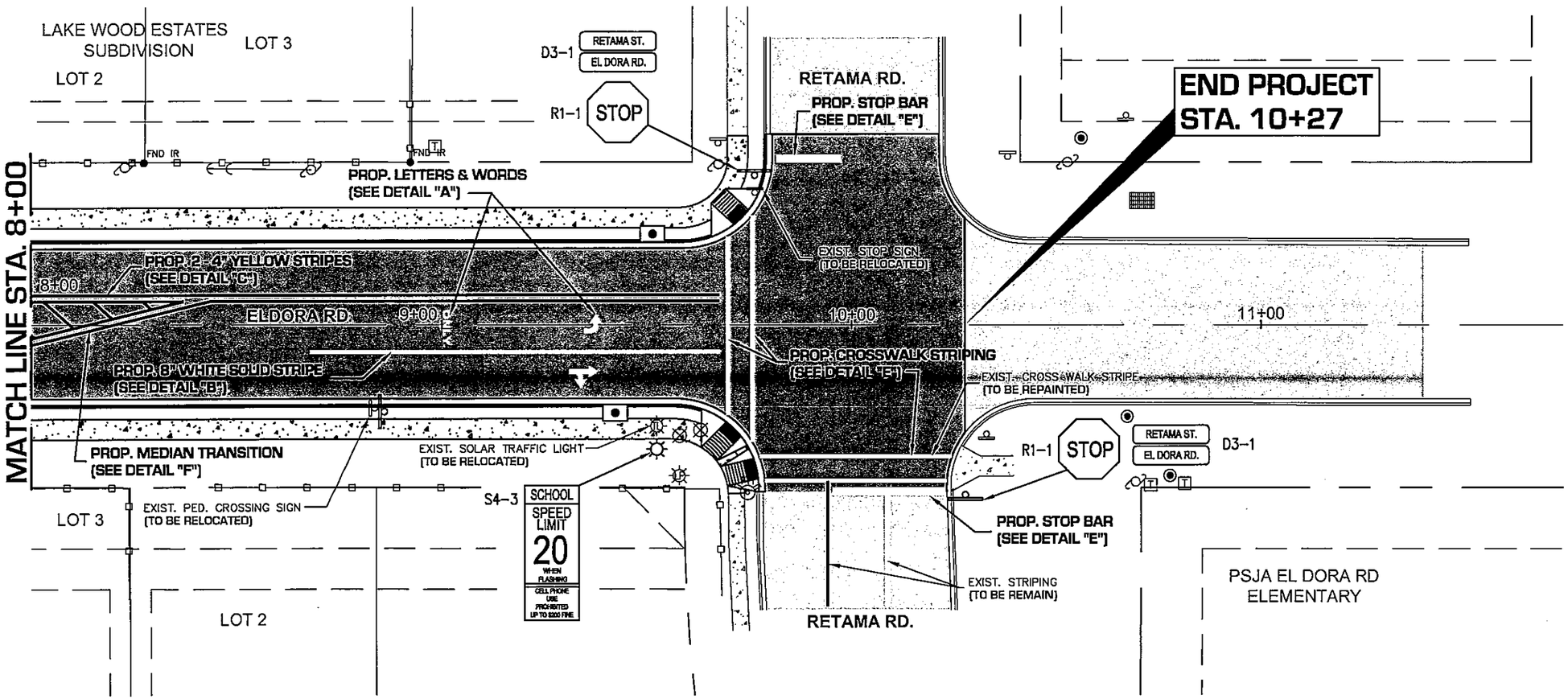
ELDORA ROAD STRIPING PLAN STA. 4+00 - STA. 8+00

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Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. No: F-4860

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	21 OF 45

0 10 20 30

HORIZONTAL SCALE



NOTE:
FOR STRIPING & MARKING DETAILS SEE SHEET 39

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
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FRM REG. No: F-4660

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

ELDORA ROAD STRIPING PLAN STA. 8+00 - END PROJECT

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	22 OF 45

LOT 11

LOT 12

20' ALLEY

PECAN ESTATES

LOT 12

LOT 11

20' ALLEY

DRAINAGE DITCH

EXISTING CANAL

PROPOSED RIP-RAP STRUCTURE

PROPOSED STRUCTURE FL= 92.50

PROP. STM. SEWER MANHOLE TOP = 110.00 ± FL = 92.73

PROP. 146 LF.-12" RCP STORM SEWER LINE

POWER POLE TBM ELEV. 105.90

BEGIN PROJECT STA. 0+90

CONTROL POINT ½" IRON ROD FOUND STA. 1+50

STA. 1+05 MATCH EXIST. C & G TC = 103.19 G = 102.59

PROP. 18" PVC IRRIGATION LINE

STA. 3+00 PROP. TY. "A" INLET # 2 TOP = 102.48 FL = 93.03

PROP. 44 LF.-48" RCP STORM SEWER LINE

PROPOSED 5' SIDEWALK

EXIST. 5" WATERLINE

END PROJECT STA. 5+05

CONC. DRIVE

EXIST. 24" IRRIGATION RCP

SLOPE

SLOPE

0+00

1+00

2+00

3+00

4+00

5+00

SGT. LEONEL TREVINO

NORTH

0 20 40

HORIZONTAL SCALE

LOT 101

LOS LAURELES ESTATES

LOT 102

W

IR

STA. 1+05 MATCH EXIST. C & G TC = 102.87 G = 102.51

55.0' ROADWAY TRANSITION

100.0' ROADWAY TRANSITION

EXIST. 15" RAW WATER (PVC DR35)

STA. 5+05 MATCH EXISTING PAVEMENT EP = 104.00±

PROP. RETAINING WALL [SEE DETAIL SHEET 35]

PROP. 488 LF. 2-72" RCP

LOT 1 GARZA-PENA SUBDIVISION

EXIST. 15" RAW WATER (PVC DR35)

EXIST. 12" WATERLINE

PROPOSED 15" DR 25 C-905 PVC RAW WATERLINE

STA. 3+00 PROP. TY. "A" INLET # 1 TOP = 102.48 FL = 93.06

PROP. 136 LF.-48" RCP STORM SEWER LINE

PROPOSED 5' SIDEWALK

END RCP LINE STA. 4+36 PLUG 48" RCP WITH CONC. FOR FUTURE FL= 93.15

MERCEDES-BENZ SUBDIVISION

GARZA-PENA ELEMENTARY

DRAINAGE DITCH

PROPOSED RIP-RAP STRUCTURE

EXISTING CANAL

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

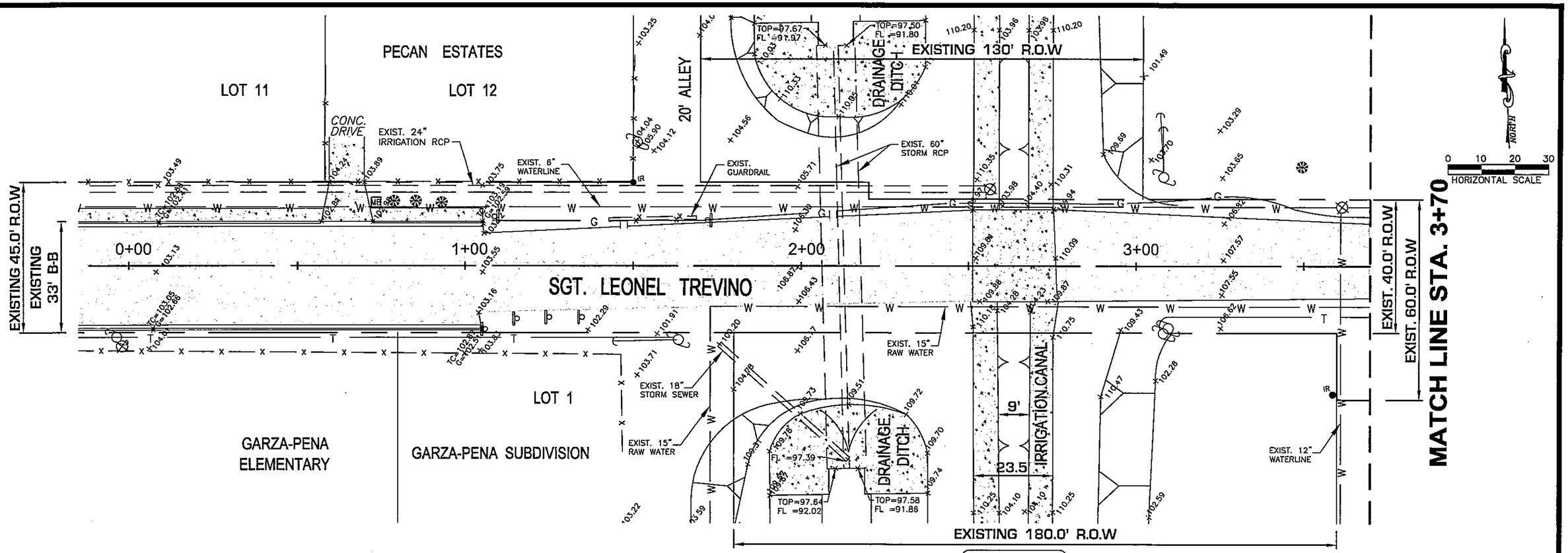
9/5/13

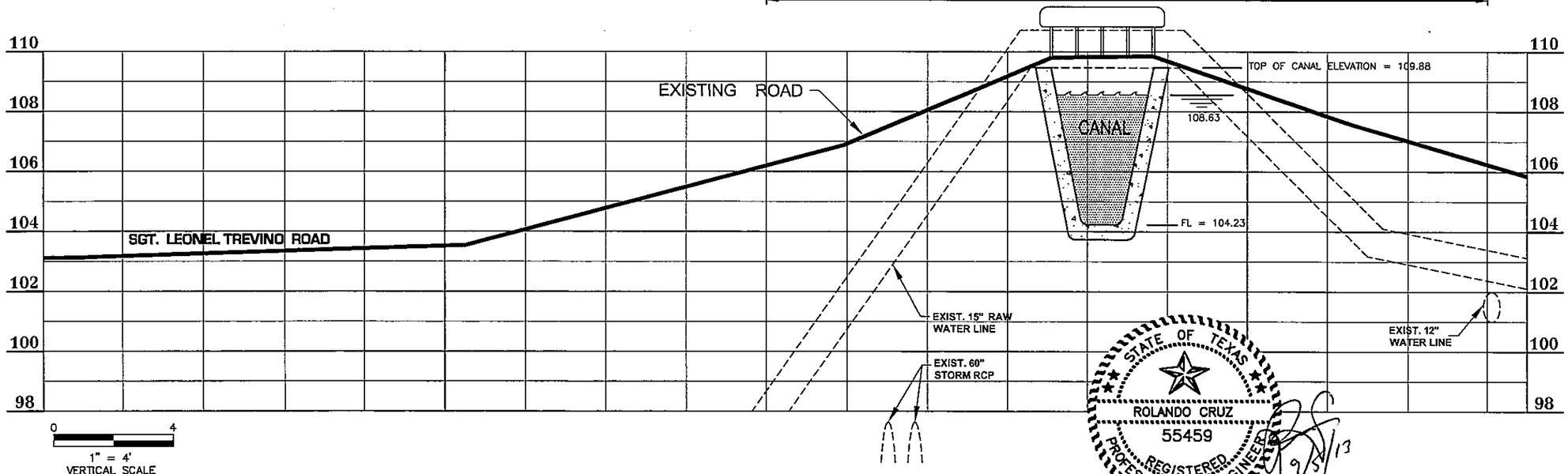
CRUZ-HOGAN *Consultants, Inc.*
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Harlingen • McAllen
FIRM REG. No: F-4860

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

PROJECT LAYOUT - SGT. LEONEL TREVIÑO ROAD

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	23 OF 45





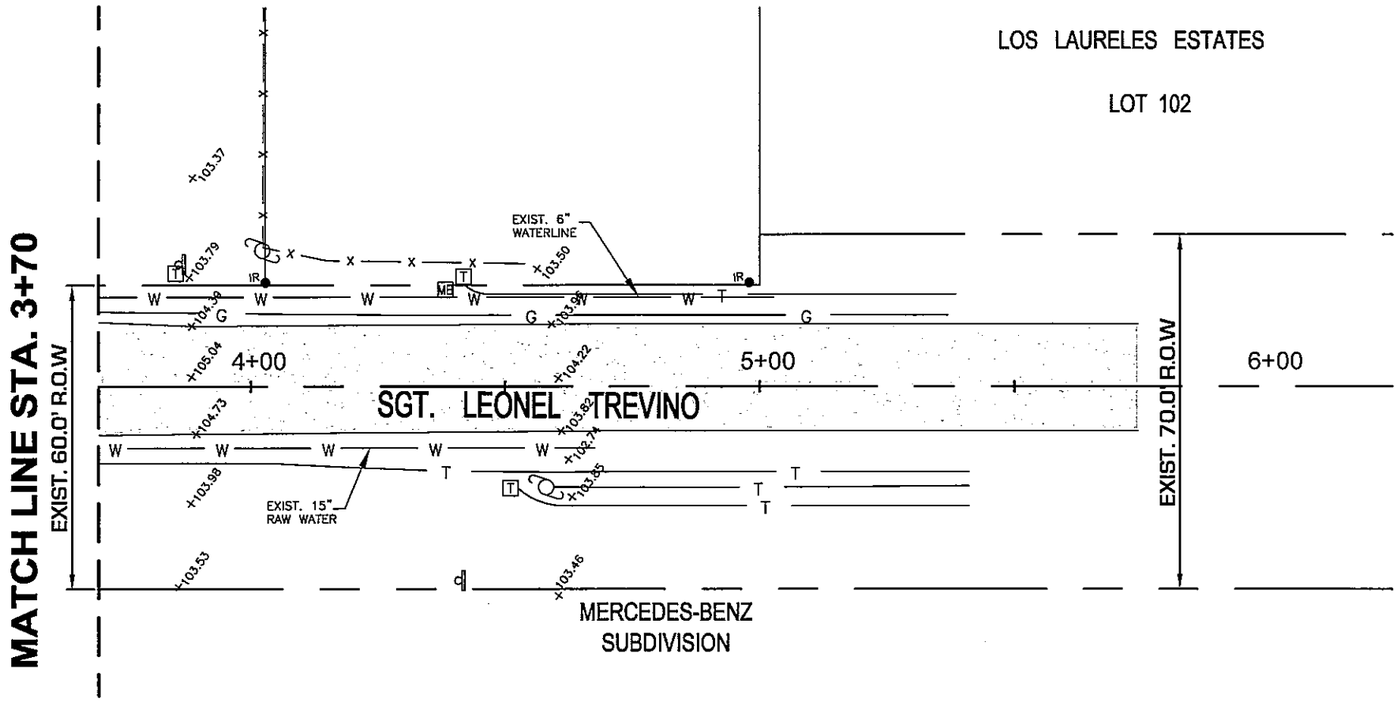
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/5/13

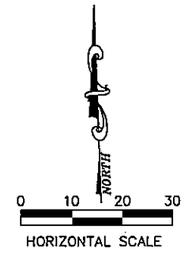
CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. NO: F-4860

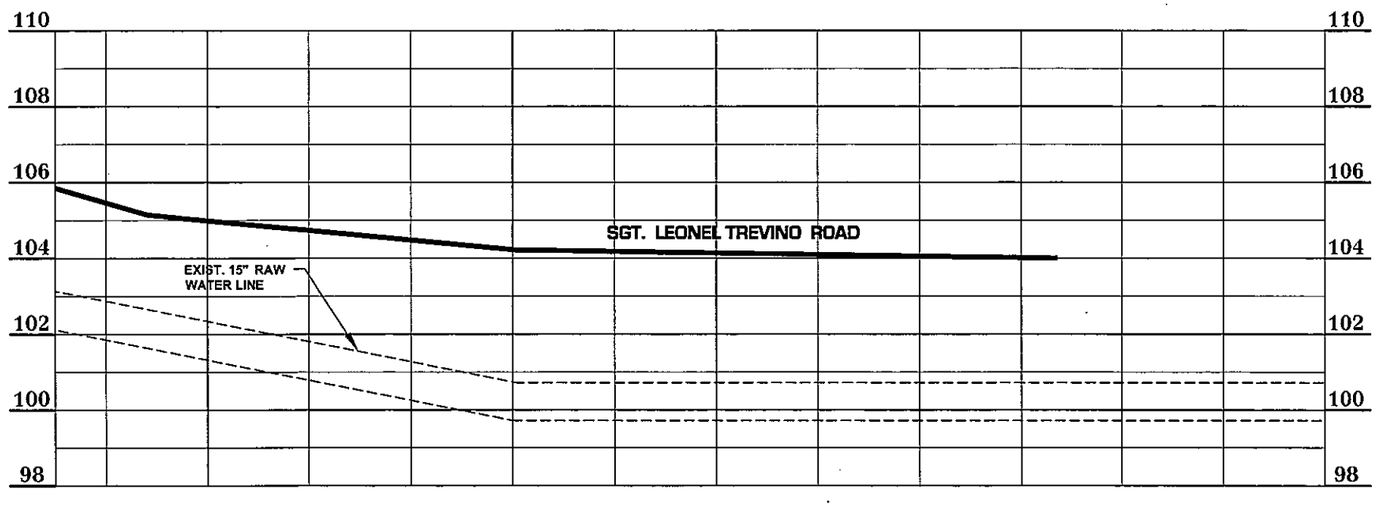
LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

EXISTING SGT. LEONEL TREVIÑO ROAD PLAN & PROFILE - BEGIN PROJECT - STA. 3+70

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	24 OF 45







0 4
1" = 4'
VERTICAL SCALE

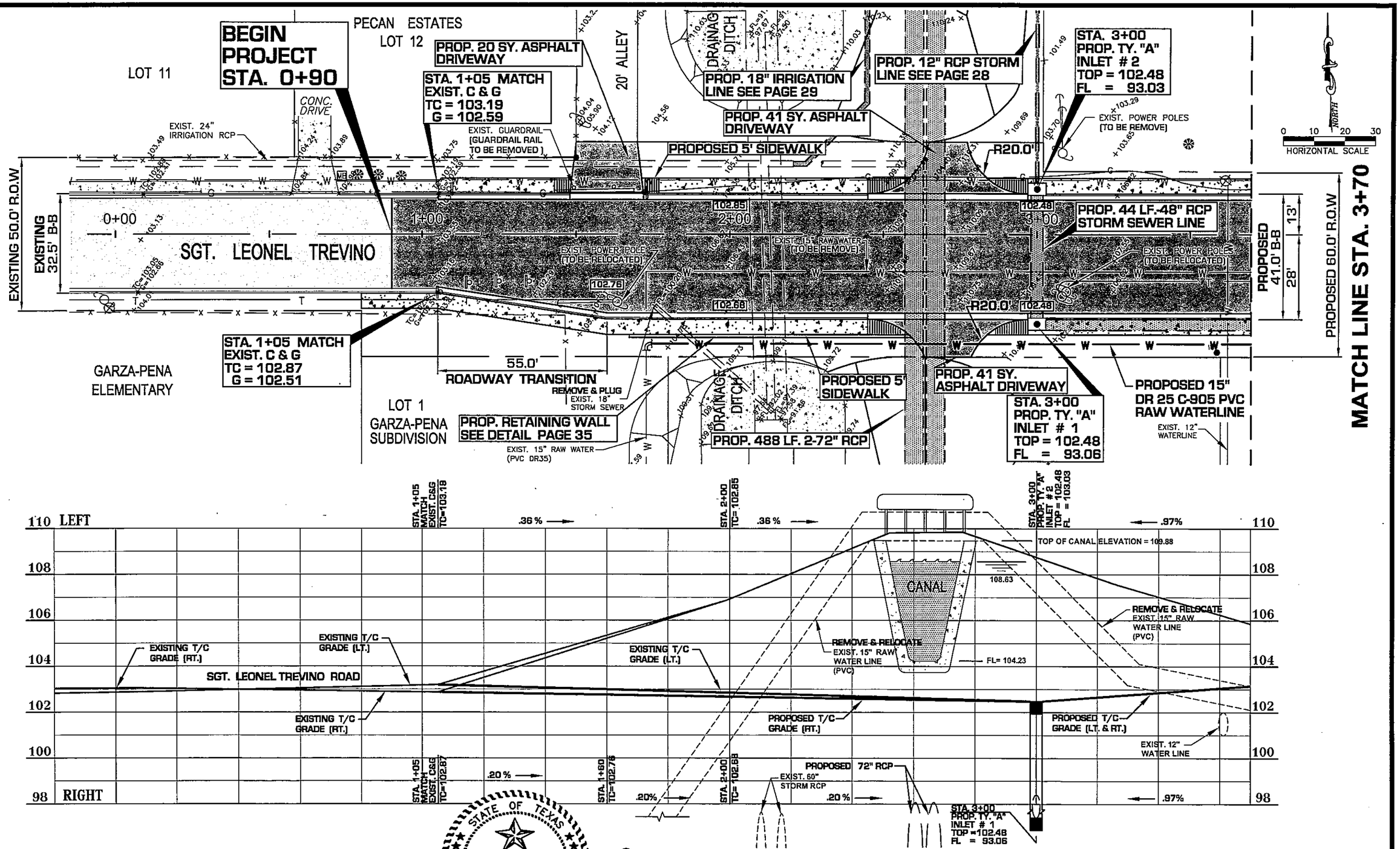
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
7/3/13

LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

EXISTING SGT. LEONEL TREVIÑO ROAD PLAN & PROFILE - STA.3+70 - END PROJECT

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Harlingen • McAllen
FIRM REG. NO: F-4860

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	25 OF 45



EXISTING ASPHALT

NEW ASPHALT

0 4
1" = 4'
VERTICAL SCALE

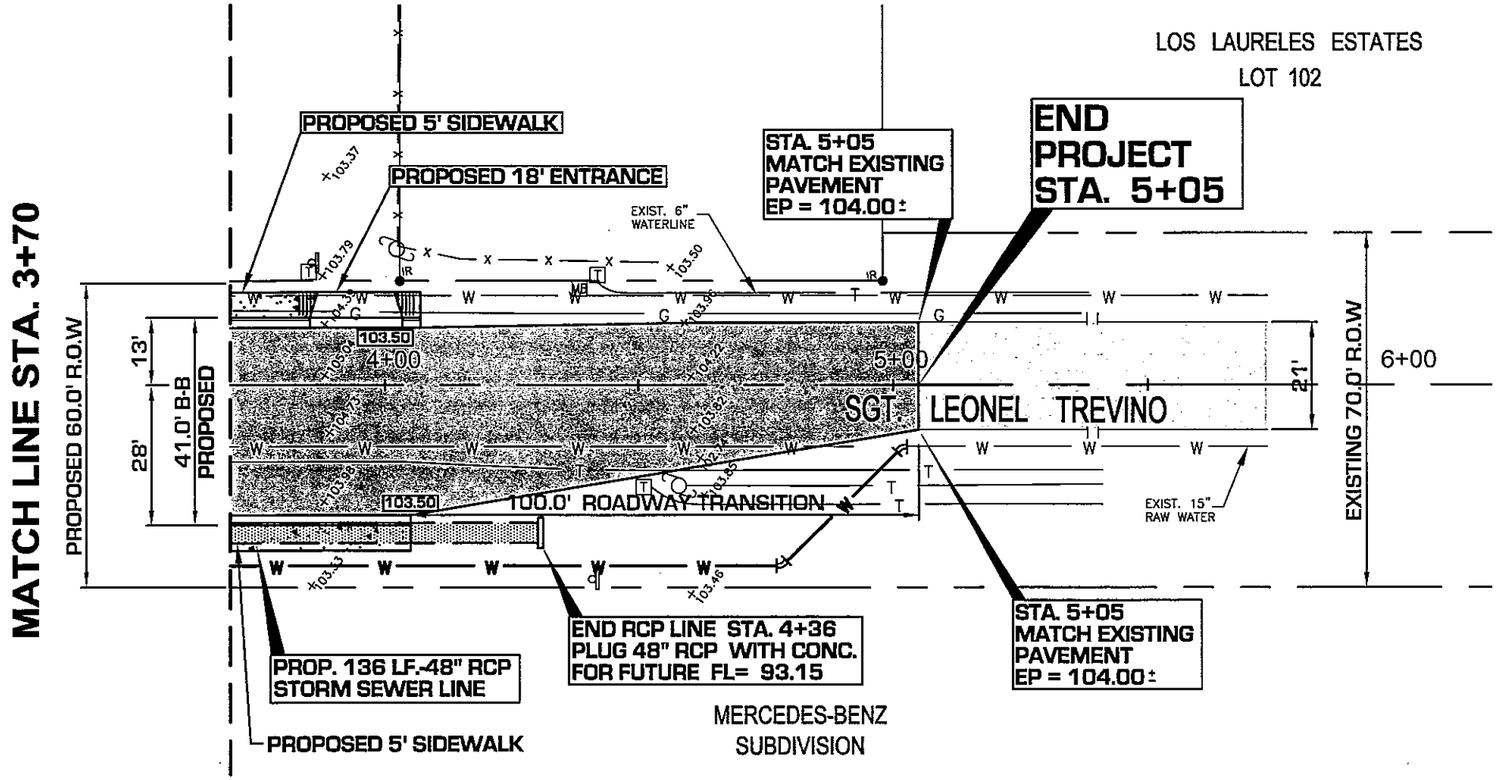
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/13/13

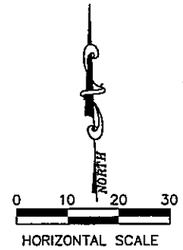
CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. NO: F-4860

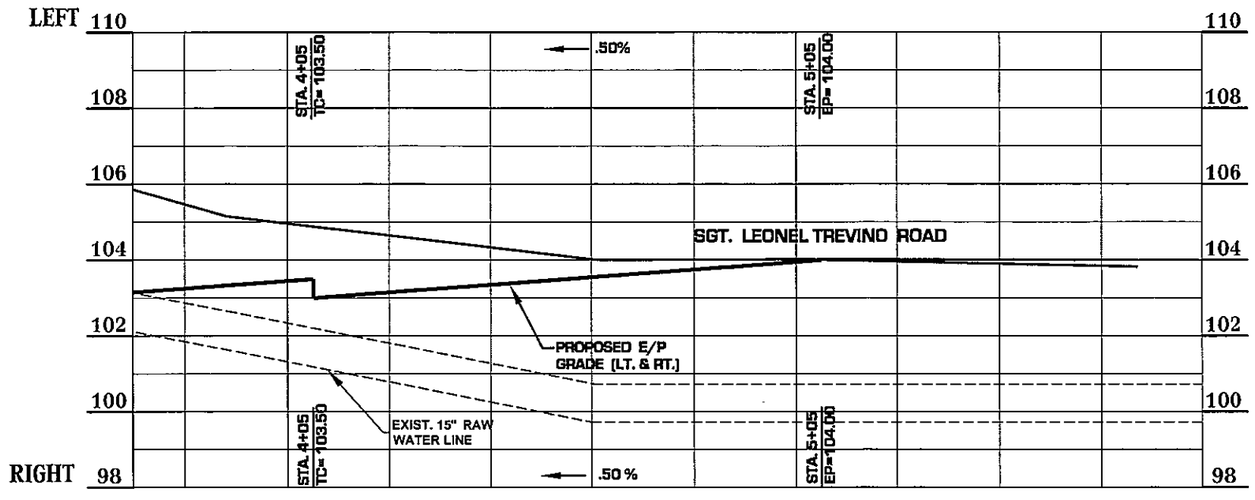
LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

SGT. LEONEL TREVIÑO ROAD PAVING PLAN & PROFILE STA. 0+00 - 3+70

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	26 OF 45







EXISTING ASPHALT

NEW ASPHALT

9/5/13

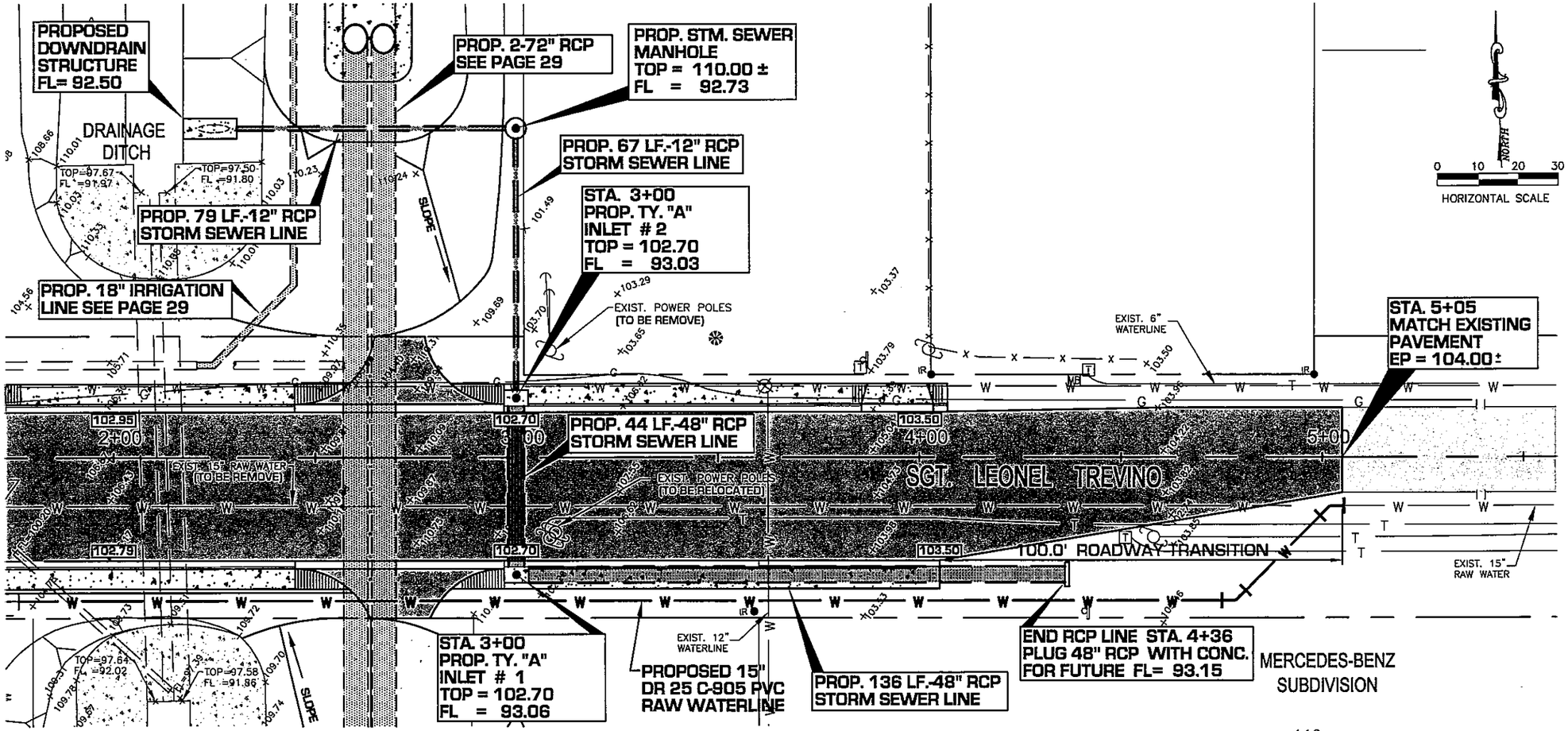
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

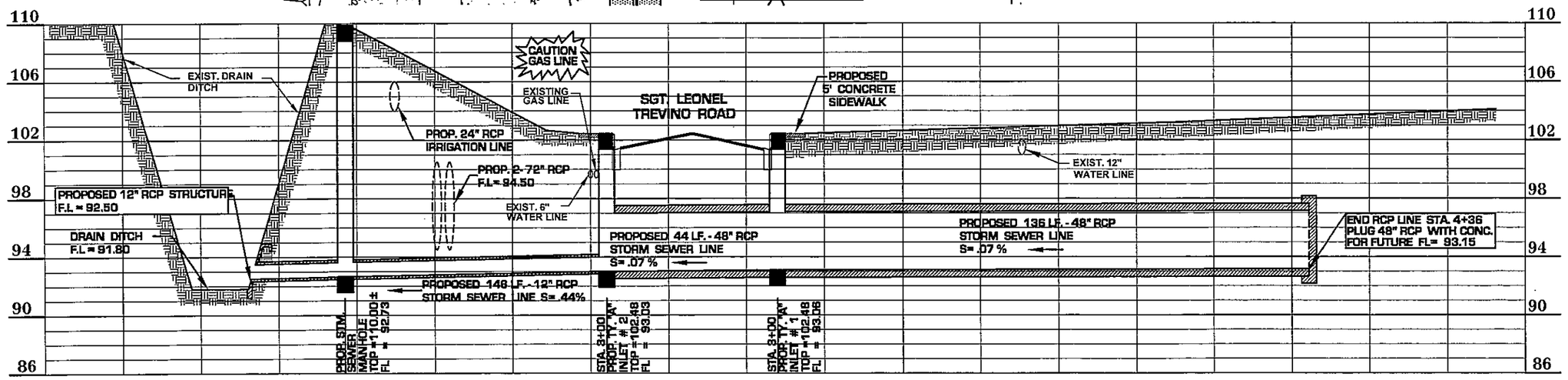
LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

SGT. LEONEL TREVIÑO ROAD PAVING PLAN & PROFILE STA. 3+70 - 5+05

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FIRM REG. NO: F-4650

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	27 OF 45





9/15/17

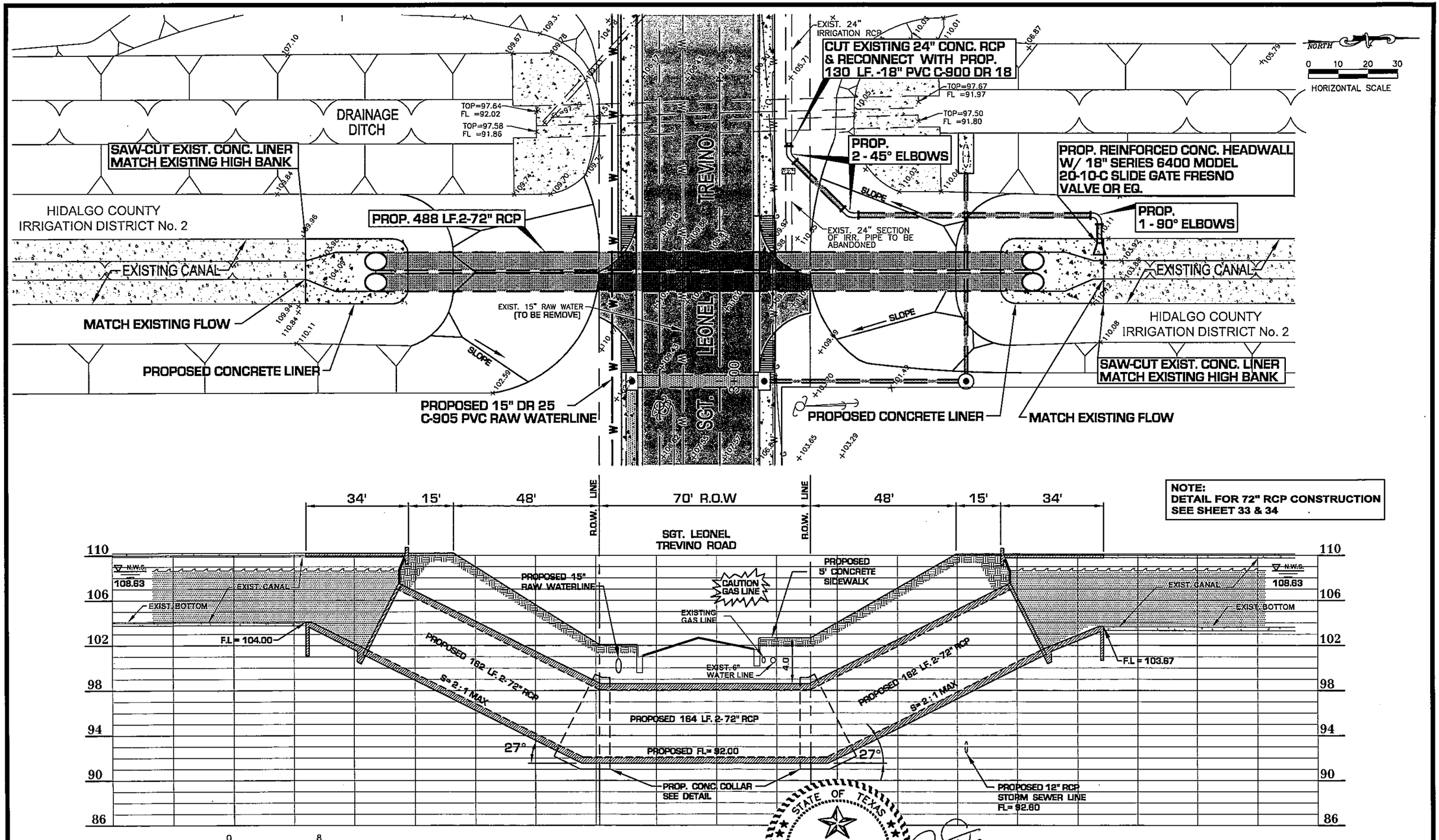
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. NO: F-4860

LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

SGT. LEONEL TREVIÑO ROAD DRAINAGE PLAN & PROFILE

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	28 OF 45



NOTE:
DETAIL FOR 72" RCP CONSTRUCTION SEE SHEET 33 & 34

0 8
1" = 4'
VERTICAL SCALE

EXISTING ASPHALT

NEW ASPHALT

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

9/6/13

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FIRM REG. NO: F-4850

LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

SGT. LEONEL TREVIÑO ROAD - 2 - 72" RCP PLAN & PROFILE

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	29 OF 45

NORTH

0 10 20 30

HORIZONTAL SCALE

DRAINAGE DITCH

TOP=97.64
FL =92.02

TOP=97.58
FL =91.86

PROP. 328 LF. 72" GALVANIZED (CMP) FOR TEMPORARY BY-PASS

HIDALGO COUNTY
IRRIGATION DISTRICT No. 2

FL= 104.00 ±

EXISTING CANAL

PROP. TEMPORARY DAM

PROP. 328 LF. 72" GALVANIZED (CMP) FOR TEMPORARY BY-PASS

EXIST. 24" IRRIGATION RCP

TREVIÑO

SGT. LEONEL TREVIÑO

TOP=97.67
FL =91.97

TOP=97.50
FL =91.80

DRAINAGE DITCH

HIDALGO COUNTY
IRRIGATION DISTRICT No. 2

FL= 103.90 ±

EXISTING CANAL

PROP. TEMPORARY DAM

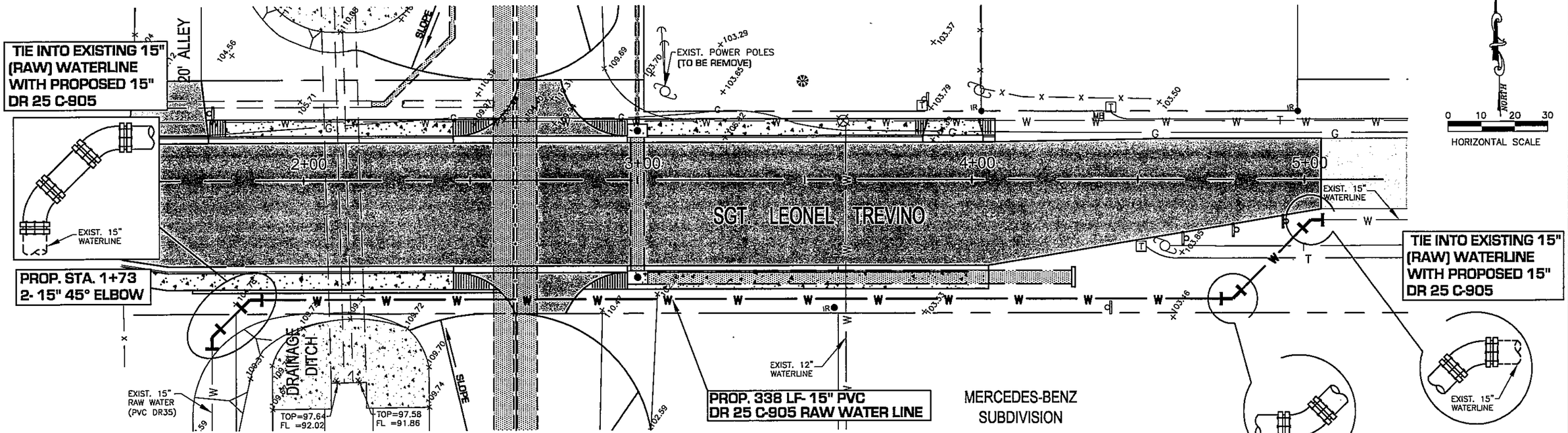
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

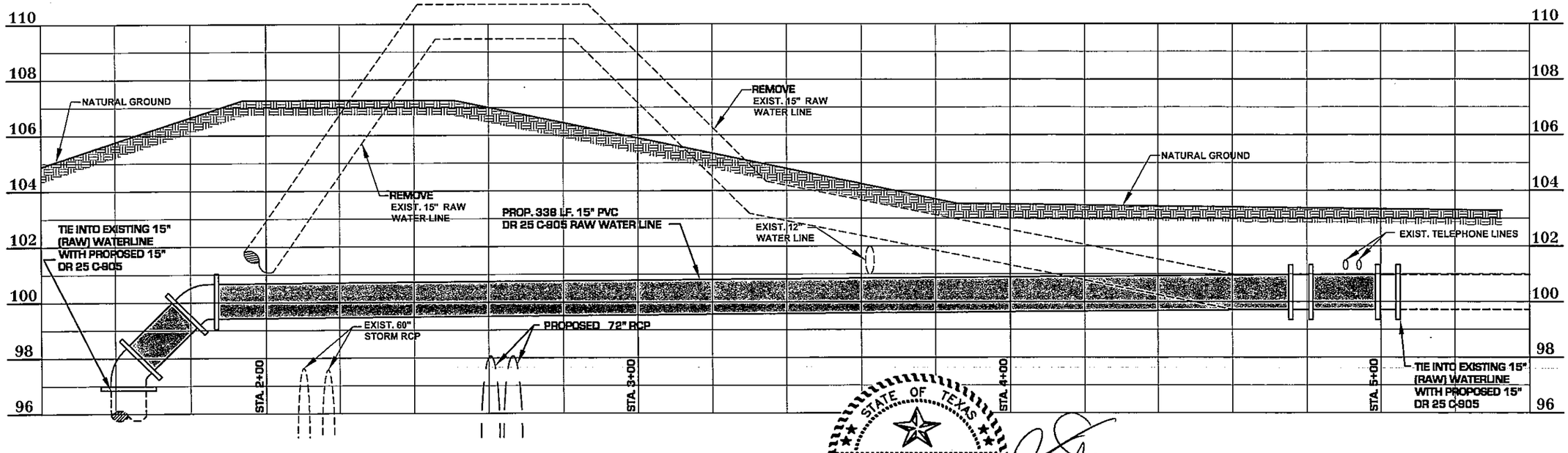
LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

SGT. LEONEL TREVIÑO ROAD TEMPORARY CANAL BY-PASS PLAN

CRUZ-HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen
FIRM REG. NO: F-4850

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	30 OF 45





STATE OF TEXAS
ROLANDO CRUZ
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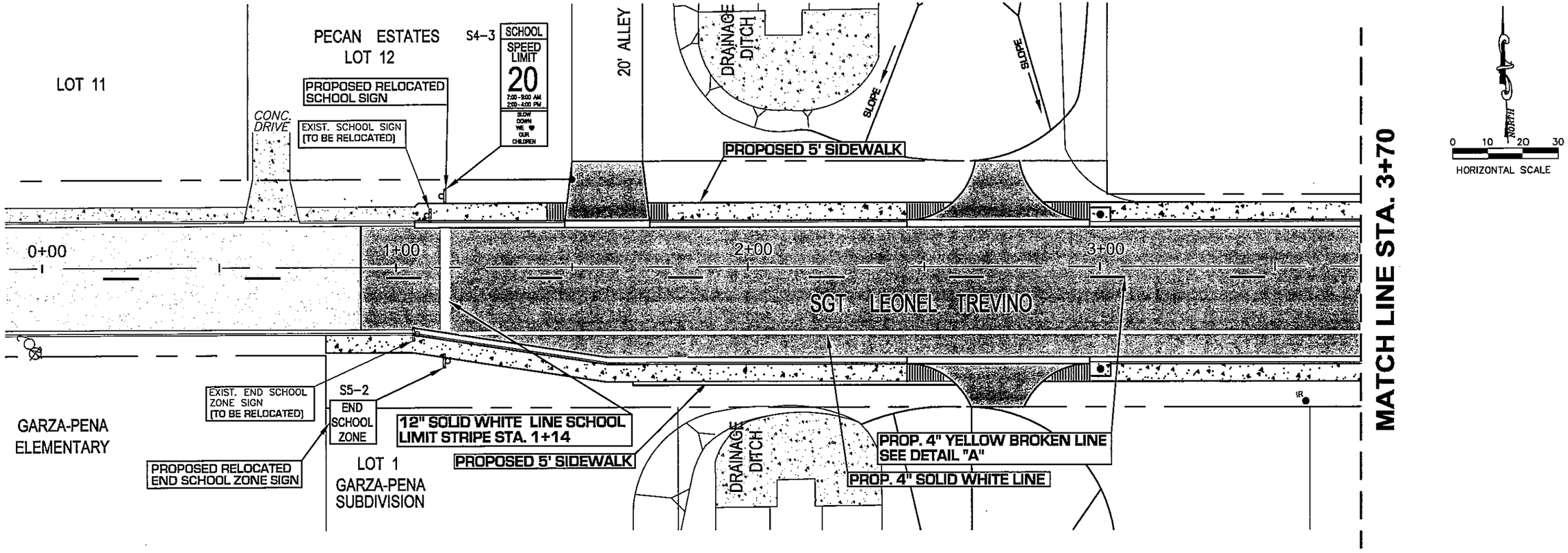
9/5/13

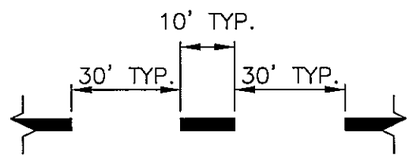
CRUZ-HOGAN *Consultants, Inc.*
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FIRM REG. NO: F-4860

LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

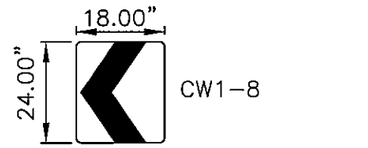
SGT. LEONEL TREVIÑO ROAD
PLAN & PROFILE - PROPOSED 15" RAW WATER LINE

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	31 OF 45





DETAIL "A"
NTS.



DETAIL "B"
NTS.

GENERAL NOTES

1. MATERIALS TO BE NEW AND FREE FROM DEFECTS
2. SIGN LEGEND SHALL MEET TMUTCD STANDARDS
3. SHEETING GRADE TO CONFROM WITH ASTM D 4956-01

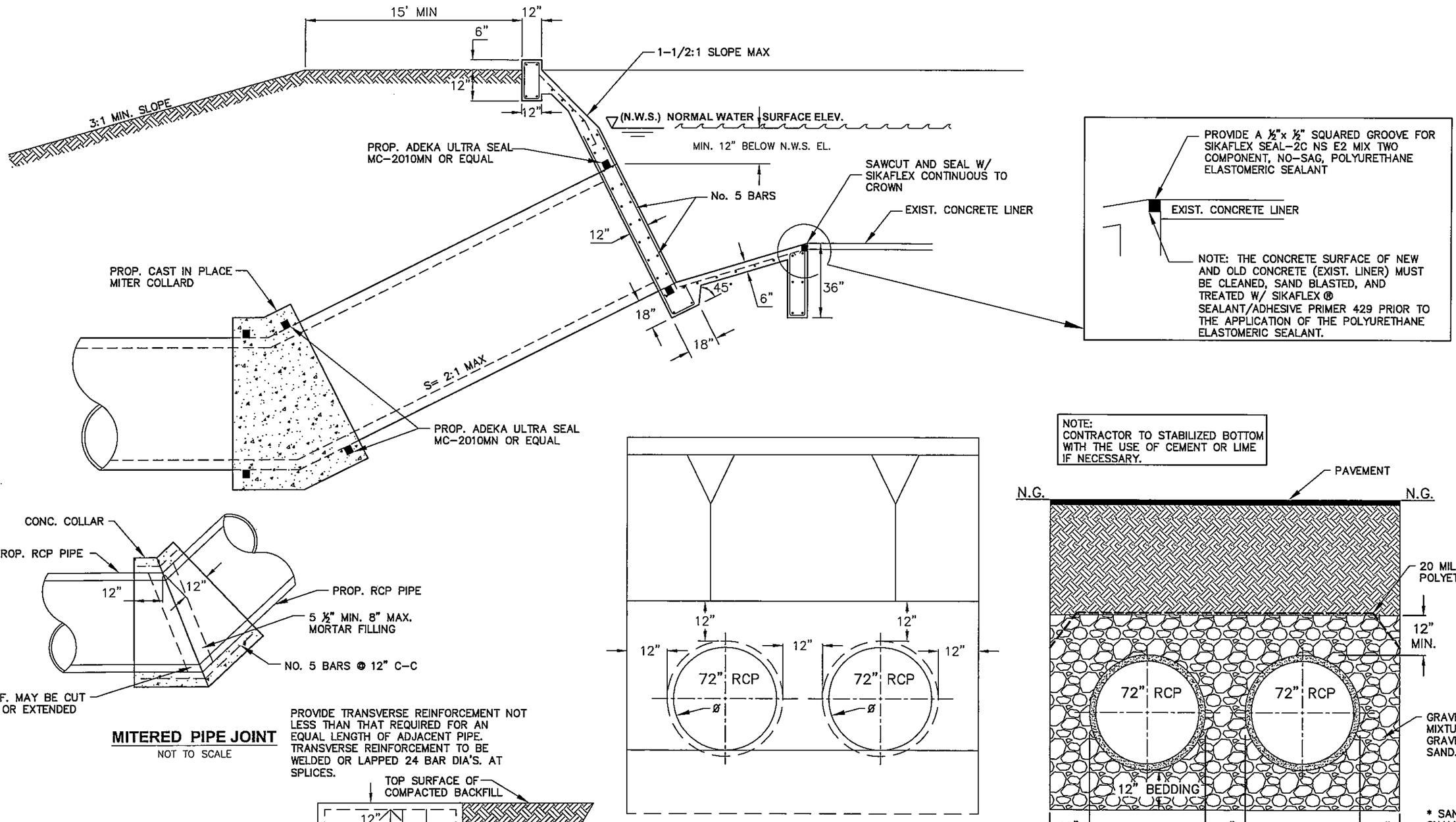
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/15/13

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FIRM REG. NO. F-4850

LOWERING OF CANAL CROSSING & ROAD WIDENING AT EL DORA RD. & SGT. LEONEL TREVIÑO RD.

SGT. LEONEL TREVIÑO ROAD STRIPING PLAN AND DETAILS

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	A. A.	046-01-13	AUGUST 2013	SAN JUAN	32 OF 45



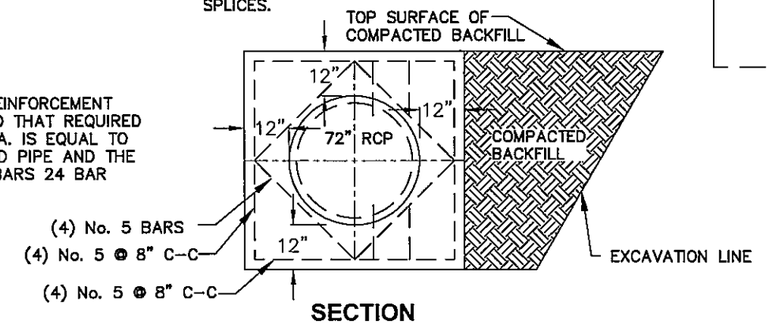
MITERED PIPE JOINT
NOT TO SCALE

HEADWALL
NOT TO SCALE

TRENCH BEDDING SECTION FOR 72" RCP PIPE
NOT TO SCALE

PROVIDE TRANSVERSE REINFORCEMENT NOT LESS THAN THAT REQUIRED FOR AN EQUAL LENGTH OF ADJACENT PIPE. TRANSVERSE REINFORCEMENT TO BE WELDED OR LAPPED 24 BAR DIA'S. AT SPLICES.

AREA OF TRANSVERSE REINFORCEMENT SHALL BE EQUIVALENT TO THAT REQUIRED IN PIPE WHOSE INSIDE DIA. IS EQUAL TO OUTSIDE DIA. OF ENCASED PIPE AND THE SAME PIPE CLASS. LAP BARS 24 BAR DIA'S.



SECTION
NOT TO SCALE

STATE OF TEXAS
ROLANDO CRUZ
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REGISTERED PROFESSIONAL ENGINEER

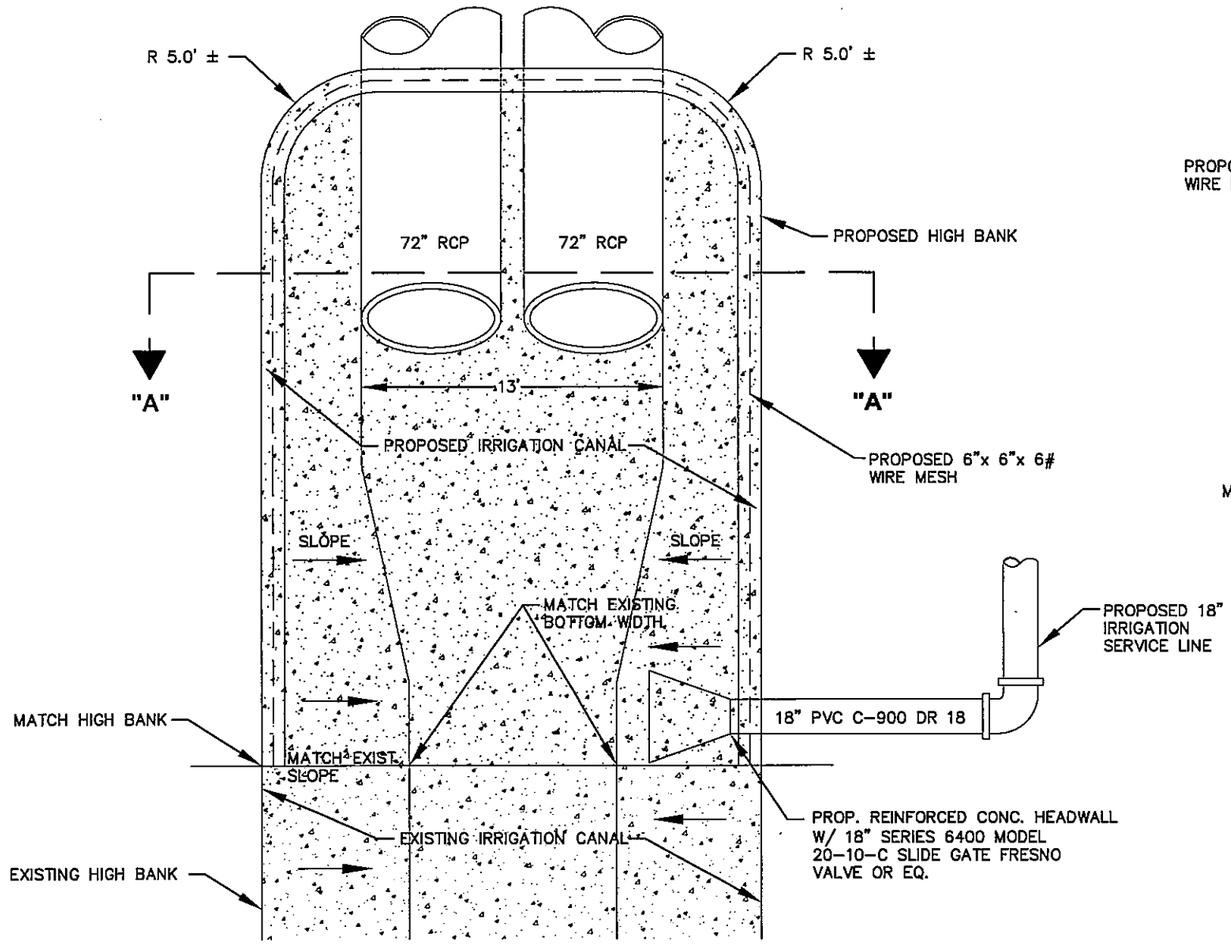
9/5/13

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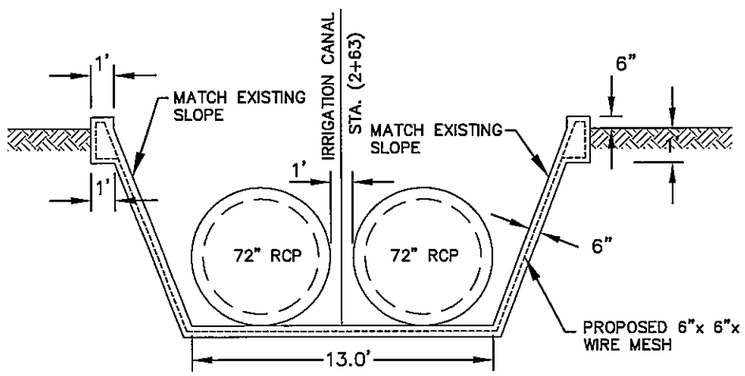
LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

CONSTRUCTION OF 72" RCP - DETAIL

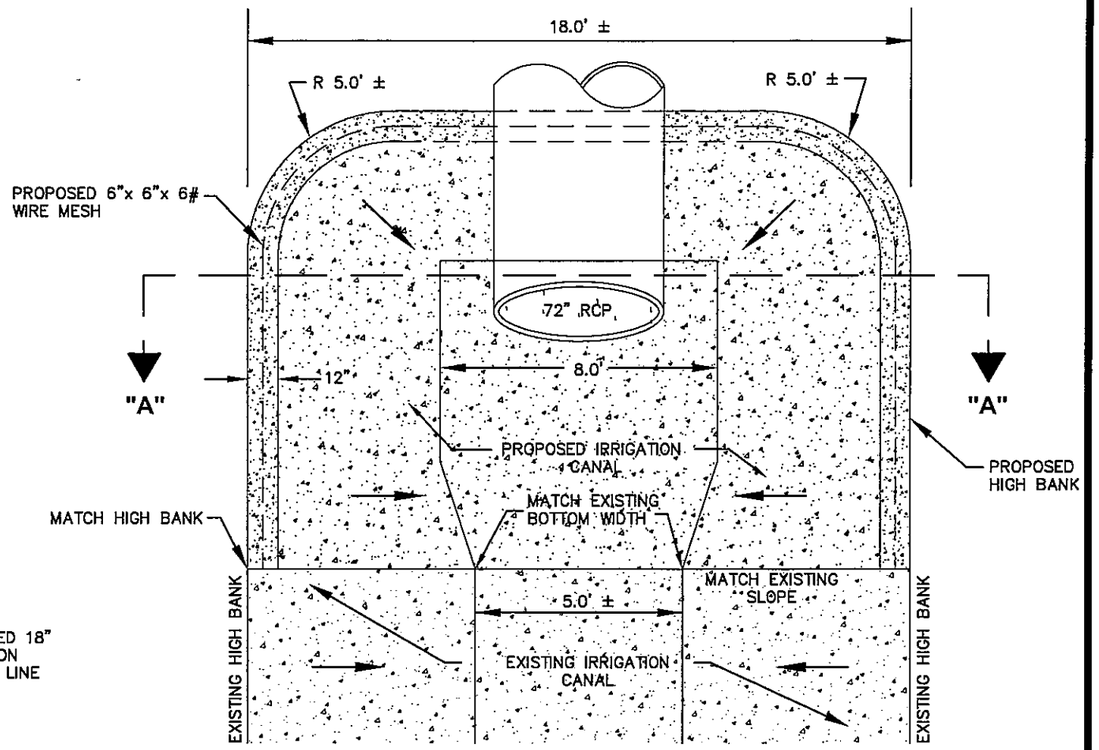
DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R.C.	J.L.G. & A.A.	046-01-13	AUGUST 2013	SAN JUAN	33 OF 45



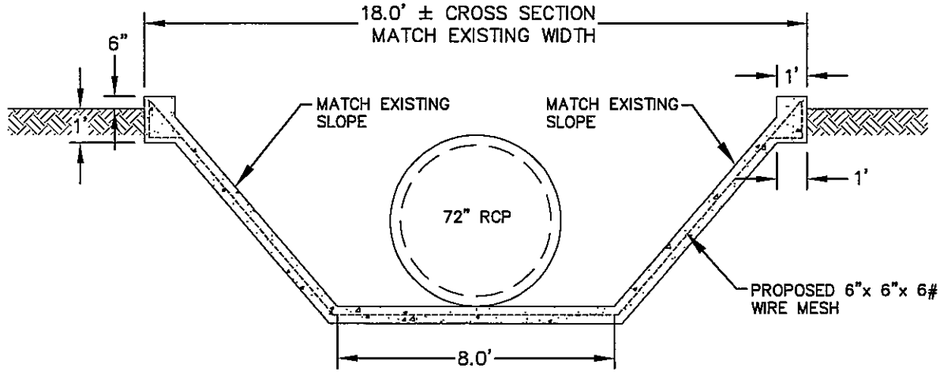
SGT. LEONEL TREVIÑO
PLAN VIEW
PROPOSED IRRIGATION CANAL
NOT TO SCALE



SECTION A-A
NOT TO SCALE



ELDORA ROAD
PLAN VIEW
PROPOSED IRRIGATION CANAL
NOT TO SCALE



SECTION A-A
NOT TO SCALE

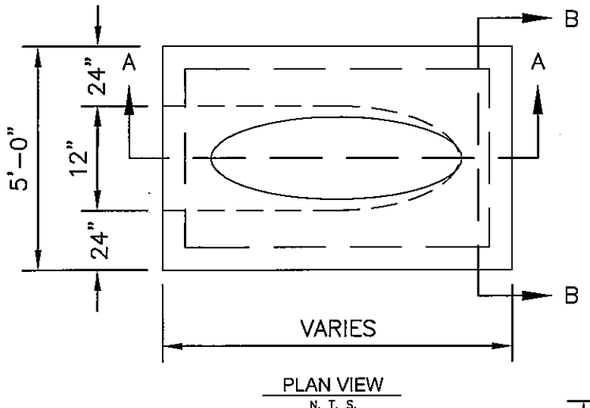
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED
PROFESSIONAL ENGINEER
9/5/13

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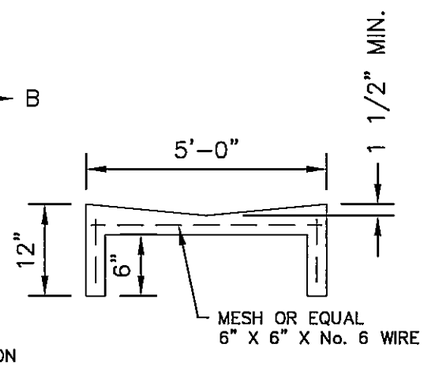
LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

CONSTRUCTION OF 72" RCP - DETAIL

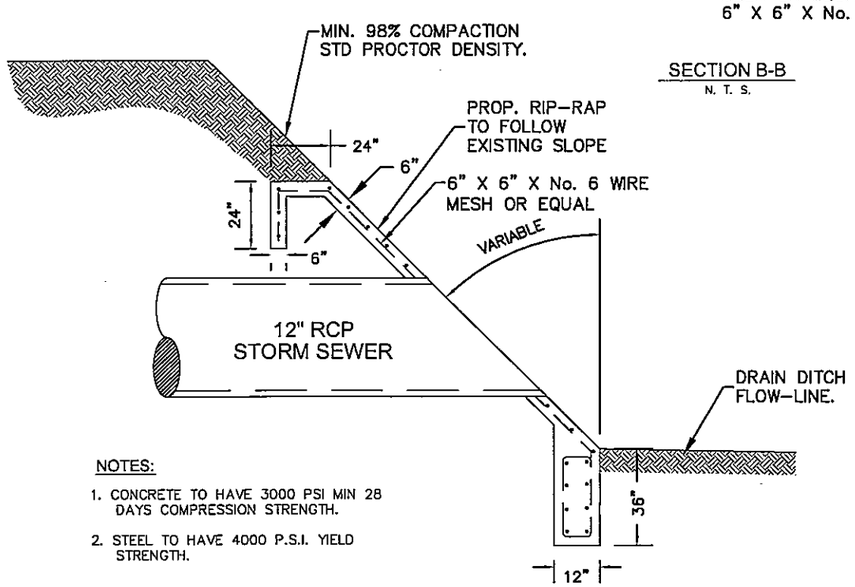
DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	34 OF 45



PLAN VIEW
N. T. S.



SECTION B-B
N. T. S.



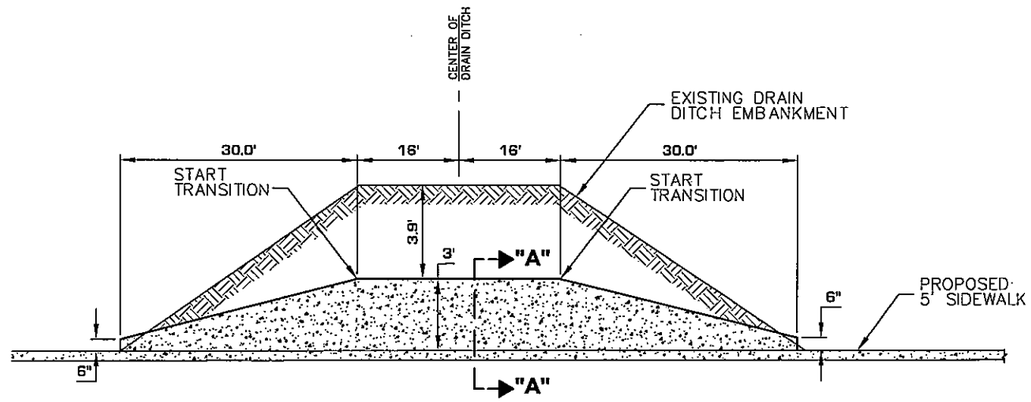
NOTES:

1. CONCRETE TO HAVE 3000 PSI MIN 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

SECTION A-A
N. T. S.

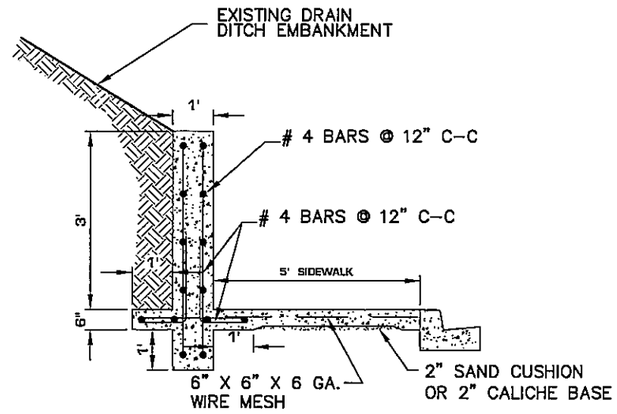
CONCRETE SLOPE - END TREATMENT DETAIL

N. T. S.



PROPOSED RETAINING WALL

NOT TO SCALE



SECTION A-A

NOT TO SCALE

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED
PROFESSIONAL ENGINEER

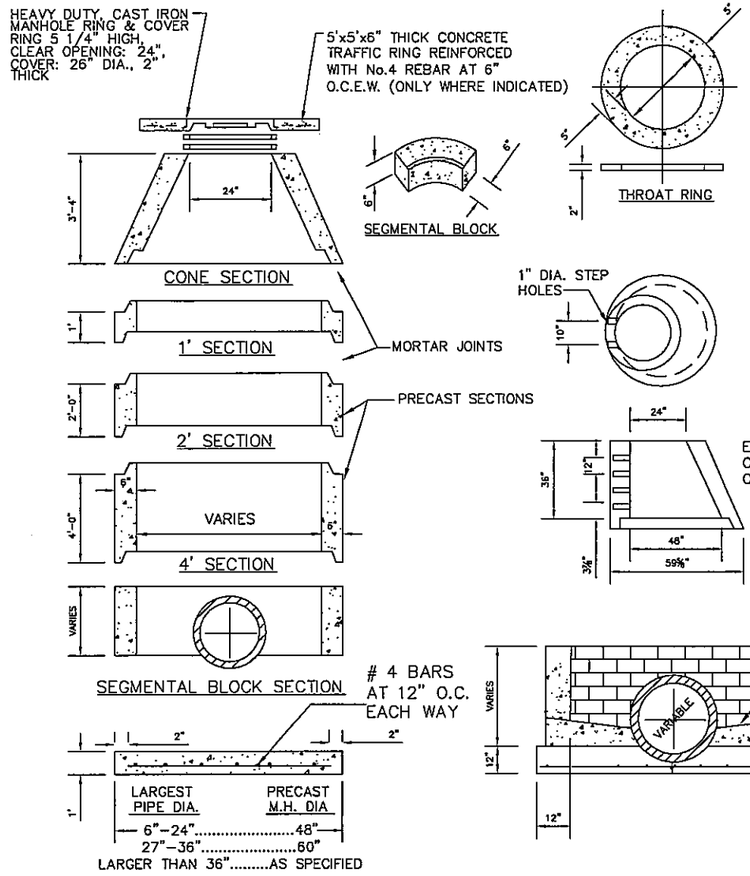
9/5/13

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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

DOWNDRAIN & RETAINING WALL - DETAIL

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	35 OF 45



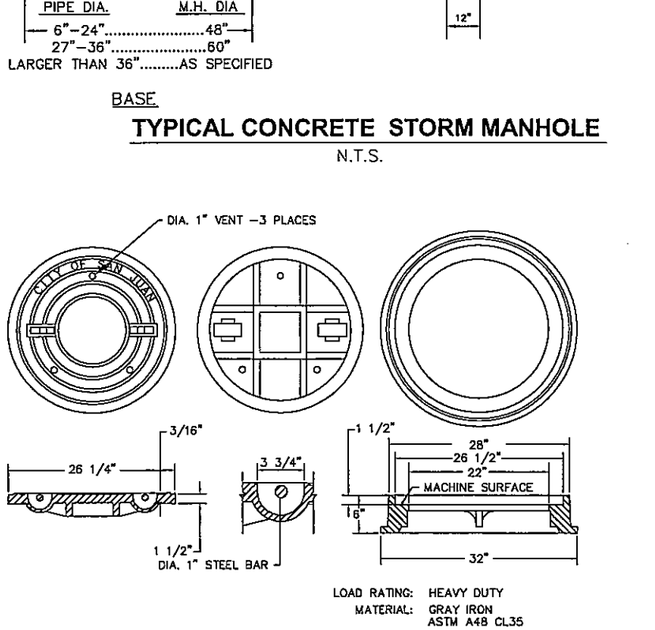
BASE

TYPICAL CONCRETE STORM MANHOLE

N.T.S.

GENERAL NOTES:

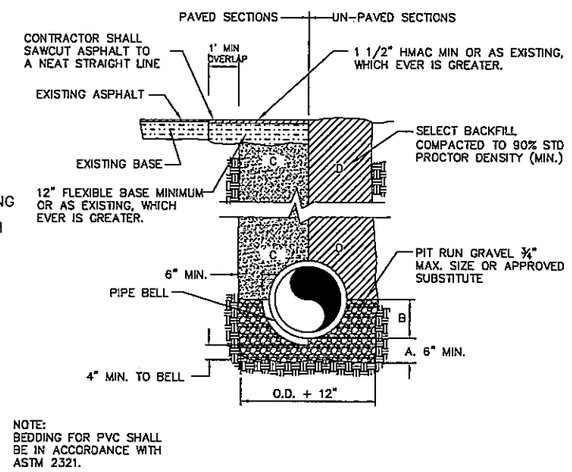
1. SEGMENTAL BLOCK SECTION & PRE-CAST SECTION MAY BE ALTERNATED.
2. PRE-CAST SECTIONS MAY BE PLACED IN ANY ORDER.
3. FOOTING (BASE) TO BE POURED ON UNDISTURBED SOIL & TO BE UNIFORM IN THICKNESS.
4. ALL TIE-INS TO BE AT BOTTOM OF MANHOLE. NO DROP CONNECTIONS ACCEPTABLE.
5. 1/2" OF MORTAR TO BE PLACED ON INSIDE AND OUTSIDE OF SEGMENTAL BLOCK MANHOLE.
6. SEGMENTAL BLOCKS TO BE USE AS DIRECTED BY ENGINEER.
7. THROAT RINGS SHALL BE REINFORCED CONCRETE H20 RATING
8. CONCRETE TO HAVE A MIN 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI
9. NEW MANHOLE INSTALLATION ON EXISTING LINES SHALL CONFORM TO THIS DETAIL.
10. 6" GRAVEL BEDDING IS REQUIRED (3/4" MAX.)
11. 5'x5'x6" THICK CONCRETE TRAFFIC RING REINFORCED WITH No.4 REBAR AT 6" O.C.E.W. (ONLY WHERE INDICATED)



LOAD RATING: HEAVY DUTY
MATERIAL: GRAY IRON ASTM A48 CL35

MANHOLE COVER STORM SEWER (LID AND RING FOR CITY OF SAN JUAN)

N. T. S.



NOTE:
BEDDING FOR PVC SHALL BE IN ACCORDANCE WITH ASTM 2321.

TYPICAL STORM SEWER PIPE BEDDING DETAIL

N. T. S.

A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP FLOW OF PIPE (MIN. THICKNESS = 6")-PIT RUN GRAVEL 3" MAX. SIZE.

B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. PIT RUN GRAVEL 3" MAX. SIZE OR

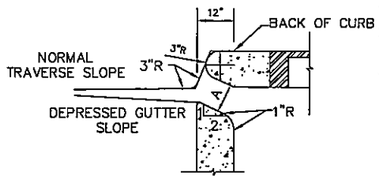
C. APPROVED SUBSTITUTE.

CITY STREETS, PARKING AREA, DRIVEWAYS SELECT EXCAVATED BACK FILL COMPACTED TO 95% SPD, 8" LIFTS, MECHANICAL

D. COMPACTION

STATE MAINTAINED ROADWAYS: COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698

SELECT EARTH BACK FILL COMPACTED TO 90% STD. PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698. THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACK FILL MATERIAL SHALL BE SAND, EXCAVATED MATERIAL, OR OTHER APPROVED SUBSTITUTE.

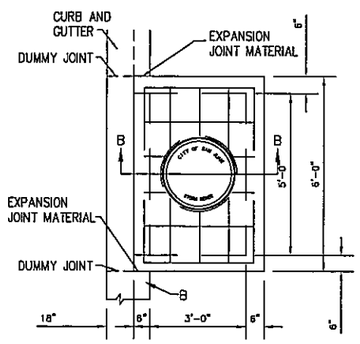


GENERAL NOTES:

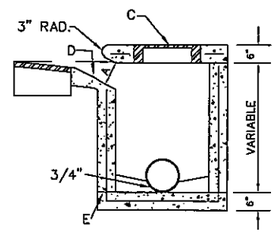
1. TRANSITION NORMAL GUTTER TO INLET FLOW SLOPE APPROX. 3".
2. INLETS SHALL BE COMPOSED OF PRE-CAST SECTIONS, CAST IN PLACE OR A COMBINATION OF BOTH.
3. 6" GRAVEL BEDDING IS REQUIRED (3/4" MAX.)

CONSTRUCTION NOTES:

A. 5" CLEAR OPENINGS.
B. CURB & GUTTER SECTION.
C. C.I. MANHOLE RING & COVER SHALL BE ALAMO 860-22 OR EQUAL 20, 3/8"
D. DEPRESS 2" BELOW NORMAL GUTTER.
E. ALL REINFORCEMENT NO. 4 BARS 12" O.C.E.W.



TOP VIEW
TYPE "A" INLET



TYPE "A" INLET

N. T. S.

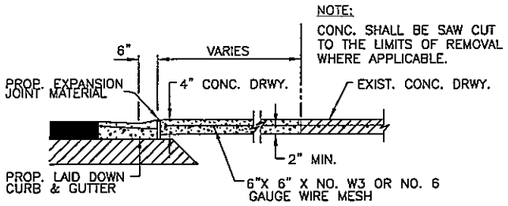


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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

STORM DRAINAGE - DETAIL

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	36 OF 45

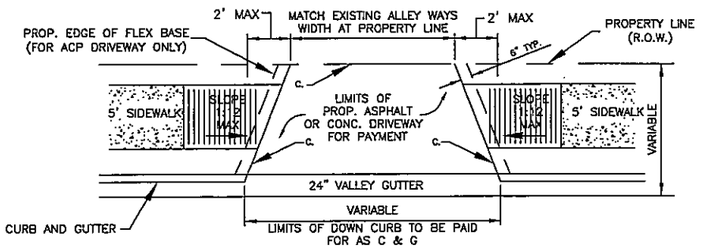


GENERAL NOTES:

A. DRIVEWAY APRON WIDER THAN 18 FT (NOMINAL) SHALL HAVE A SAWED CONSTRUCTION JOINT AT MIDPOINT. DRIVEWAY APRON WIDER THAN 36 FT. SHALL HAVE AN EXPANSION JOINT. BETWEEN JOINT EQUALLY SPACED.

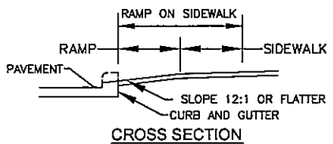
B. SLOPE TO BE ADJUSTED TO PROVIDE A UNIFORM TRANSITION BETWEEN SIDEWALK & DRIVEWAY APRON 12:1 MAX.

C. ½" EXPANSION JOINT ADJUST TO FIELD OF REPLACEMENT WORK.

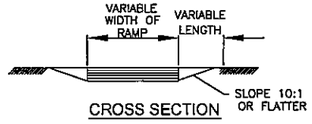


PLAN

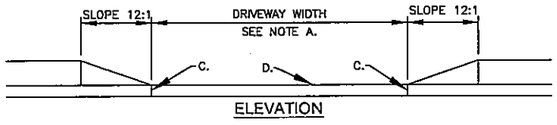
N.T.S.



CROSS SECTION



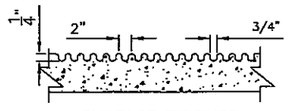
CROSS SECTION



ELEVATION

TYPICAL CONCRETE DRIVEWAY SECTION

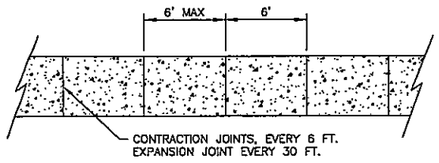
N. T. S.



SURFACE TEXTURE

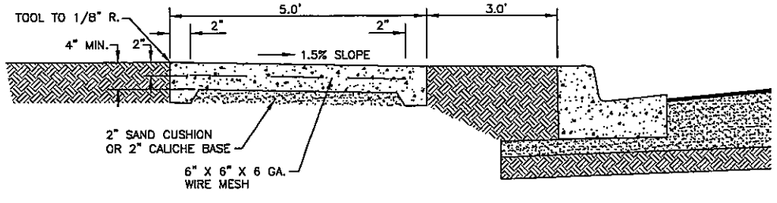
CONCRETE DRIVEWAY APRON

N. T. S.



GENERAL NOTES:

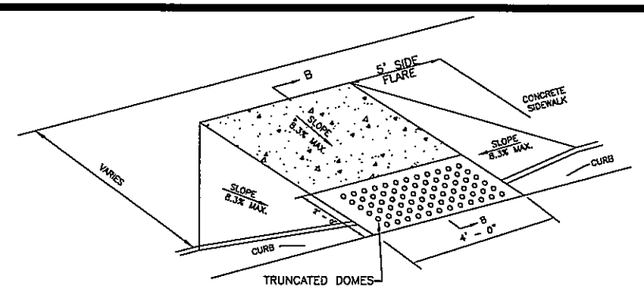
1. CONCRETE SHALL HAVE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. SUBGRADE SHALL BE COMPACTED TO 95% MAX DENSITY.
3. DEVIATIONS FROM THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL PRIOR CONSTRUCTION.
3. SIDEWALK SHALL BE CONSTRUCTED WITHIN STREET R.O.W.
4. PROVIDE 5' X 5' PASSING SPACE AT A MAXIMUM 200' INTERVALS, IF SIDEWALK IS LESS THAN 5' ON WIDTH (DRIVEWAY IS CONSIDERED A PASSING SPACE)

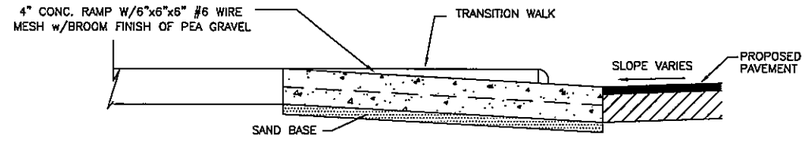


CROSS SECTION

CONCRETE SIDEWALK DETAILS

N. T. S.



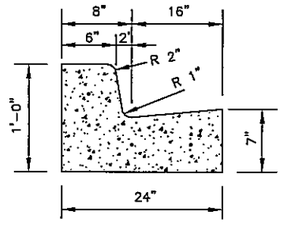


GENERAL NOTES:

1. WHEELCHAIR RAMPS ARE TO BE LOCATED AT CROSSWALK AREAS AS DESIGNATED ON THE PLAN. ENGINEER CAN ADJUST LOCATIONS FOR SAFETY OR UTILITY CLEARANCE.
2. SURFACE TEXTURE OF WHEELCHAIR RAMP SHALL BE OBTAINED BY TOOL FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
3. SLOPES SHALL BE UNIFORM WITH NO ABRUPT CHANGES IN GRADES, NORMAL GUTTER LINE PROFILE SHOULD BE MAINTAINED THROUGH THE AREA OF THE RAMP.
4. WHEELCHAIR RAMPS SHALL BE MEASURED AND PAID AS CONCRETE SIDEWALK AND CONCRETE CURB AND GUTTER, AS APPLICABLE.
5. CONCRETE RAMP SHALL BE 5 SACK MIX AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 300 P.S.I.
6. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND AFTER SURFACE TEXTURE HAS BEEN COMPLETED.
7. 6" X 6" No 6 WIRE MESH SHALL BE USED FOR REINFORCING.
8. ALL RAMPS SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, DARK VERSUS LIGHT. THE MATERIAL USED TO PROVIDE THE CONTRAST SHALL BE INTEGRAL PART OF THE RAMP.

HANDICAP RAMP DETAILS

N.T.S.

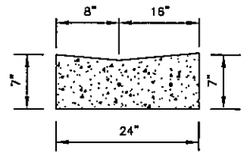


TYPICAL CURB & GUTTER

N. T. S.

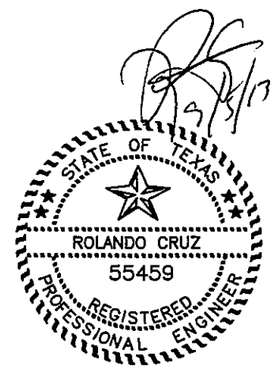
GENERAL NOTES:

1. CURBS AND GUTTERS TO BE CONSTRUCTED OF 3,000 PSI CONCRETE. TO A NEAT STRAIGHT LINE.
2. FOR NON-REINFORCED STANDARD CURB OR CURB & GUTTER PROVIDE SAWED CONTRACTION JOINTS 10' O.C. MAX. ALSO PROVIDE 1/2" EXPANSION JOINTS AT 25' O.C. MAX AT POINTS OF CURVATURE, CURB INLETS, BOX CULVERTS, CURB INLETS, BOX CULVERTS, AT EACH SIDE OF DRIVEWAYS AND ADJACENT TO SIDEWALK. FOR REINFORCED STANDARD CURB OR CURB & GUTTER PROVIDE SAWED CONTRACTION JOINTS 10' O.C. MAX AND EXPANSION JOINTS BE SPACED AT 120' O.C. MAX, AT POINTS OF CURVATURES, CURB INLETS, BOX CULVERTS, AT EACH SIDE OF DRIVEWAYS, AND ADJACENT TO SIDEWALK.
3. EDGES NOT SPECIFIED WITH DIMENSIONS SHALL BE EDGED WITH 3/8" EDGING TOOL.
4. A MEMBRANE CURING COMPOUND SHALL BE APPLIED TO EXPOSED CURB OR CURB & GUTTER AFTER THE SURFACE FINISH HAS BEEN COMPLETED AT A MIN. RATE OF 1 GAL/180 S.F. OF SURFACE AREA.



24" VALLEY GUTTER

N. T. S.

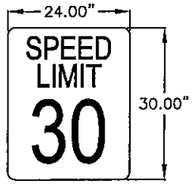


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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

SIDEWALKS, DRIVEWAYS & CURB AND GUTTERS DETAIL

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	37 OF 45

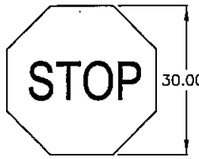


R2-1

1. 30" x 24" FLAT ALUMINUM, WITH A 0.080 THICKNESS
2. BACKGROUND TO BE HI-INTENSITY PRISMATIC GRADE SHEETING (WHITE)
3. LEGEND TO BE COMMERCIAL GRADE SHEETING (BLACK)
4. SIGN TO BE SHEETED WITH A PROTECTIVE ANTIGRIFFITI OVERLAY FILM

SPEED LIMIT SIGN DETAIL

N.T.S.

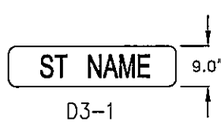


R1-1

1. 30" FLAT ALUMINUM, WITH A 0.080 THICKNESS
2. BACKGROUND TO BE HI-INTENSITY PRISMATIC GRADE SHEETING (WHITE)
3. LEGEND TO BE ELECTROUT FILM (EC FILM) (RED) OR SCREENED TRANSPARENT COLOR (RED)
4. SIGN TO BE SHEETED WITH A PROTECTIVE ANTIGRIFFITI OVERLAY FILM

STOP SIGN DETAIL

N.T.S.



D3-1

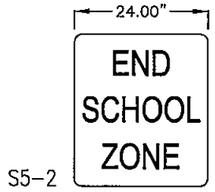
1. BE A 9" FLAT ALUMINUM RECTANGLE, WITH A 0.125 THICKNESS
2. BACKGROUND TO BE HI-INTENSITY PRISMATIC GRADE GRADE SHEETING (WHITE)
3. LEGEND TO BE ELECTROUT FILM (EC FILM) GREEN UNLESS OTHERWISE SPECIFIED BY THE CITY OF SAN JUAN
4. FONT CENTERED VERTICALLY
5. FONT SHALL BE CAPITOL LETTERS AND STYLE SHALL BE HIGHWAY C

STREET NAME SIGN DETAIL

N.T.S.

GENERAL NOTES:

1. ALL MATERIALS TO BE NEW AND FREE FROM DEFECTS
2. SIGN LEGEND SHALL MEET TMUTCD STANDARDS
3. ADVISORY SPEEDS TO BE BASED ON INCLINMETER TEST AND APPROVED BY THE TRAFFIC OPERATIONS STAFF PRIOR TP INSTALLATION
4. SHEETING GRADE TO CONFROM WITH ASTM D 4956-01

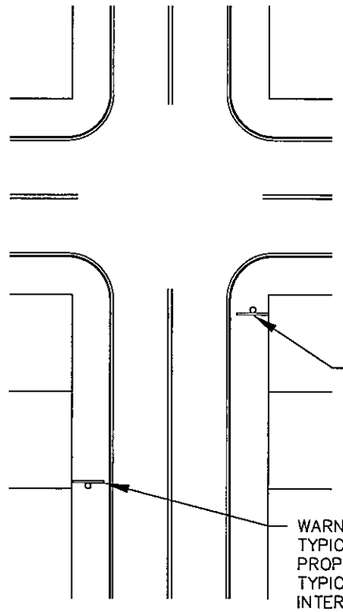


S5-2

BACKGROUND – WHITE (RETROREFLECTIVE)
LEGEND – BACK

SCHOOL SIGN DETAIL

N.T.S.

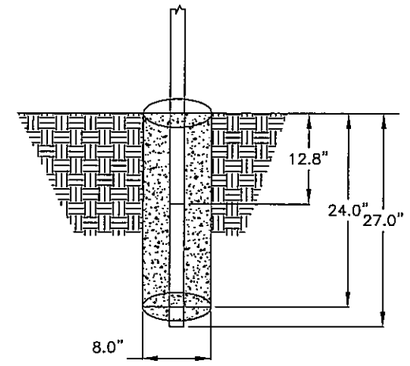


SIGN LOCATION DETAIL

NTS.

GENERAL NOTES:

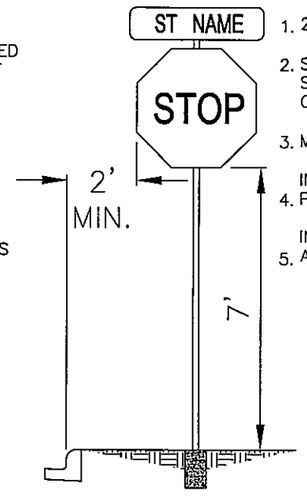
1. SIGN SHALL BE INSTALLED ACCORDING TO APPROVED PLAN SHEETS
2. ANY DAMAGE TO EXISTING FENCES, WALLS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR
3. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING PREINSTALLATION AND POST INSTALLATION INSPECTIONS THROUGH THE CITY'S DESIGNATED INSPECTOR 24 HOURS PRIOR TO INSPECTION DURING NORMAL WORKING HOURS, MONDAY THROUGH FRIDAY



1. SIGN POST EXTENDS 12.8" BELOW GRADE
2. CONCRETE FOUNDATION EXTENDS 24" BELOW GRADE
3. POZLOC SOCKET EXTEND 27" BELOW GRADE

BREAKAWAY SIGN INSTALLATION DETAIL

N.T.S.



1. 2⅜" OD 12 GA. GALVANIZED STEEL SIGN POST.
2. STREET NAME SIGNS TO HAVE ⅜" X 1" NEX HEAD SET SCREW THROUGH BRACKET ON SIGN CAP AND CROSS.
3. MAINTAIN 32" ADA CLEARANCE ON ALL SIDEWALKS
4. INSTALL AT LEAST FIVE FOOT AWAY FROM WOOD POWER POLES.
5. INSTALL POST AT LEAST THREE FOOT AWAY FROM ALL FIRE HYDRANTS.

SIGN LOCATION DETAIL

NTS.

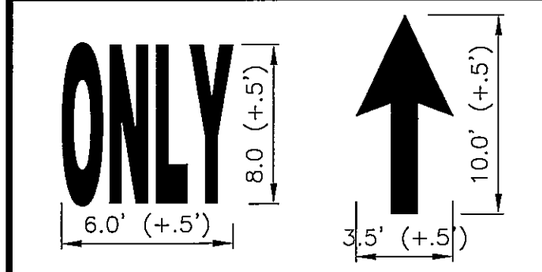
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

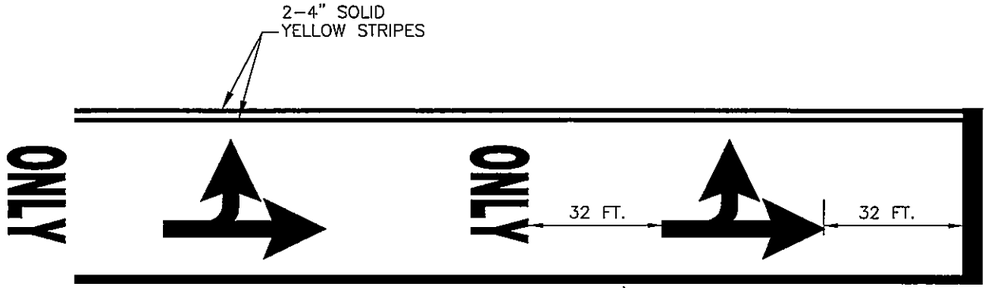
SIGNS - DETAIL

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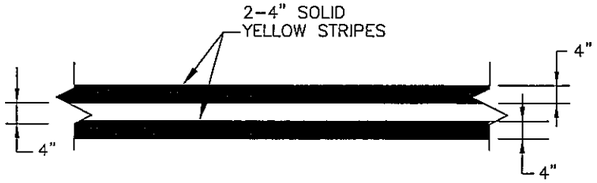
DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	38 OF 45



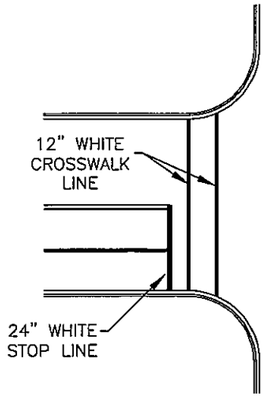
DETAIL "A"
NTS.

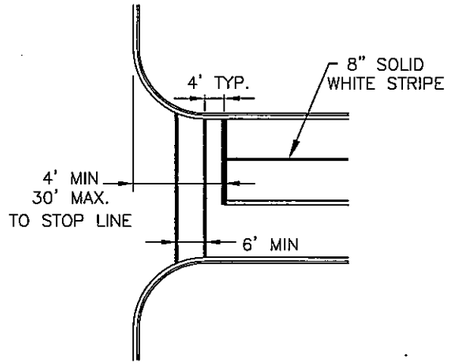


DETAIL "B"
NTS.



DETAIL "C"
NTS.

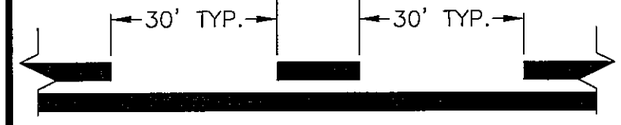




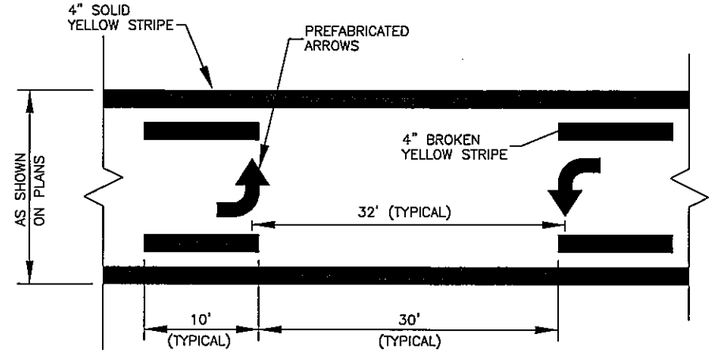
DETAIL STRIPING INTERSECTION
DETAIL "E"
NTS.

GENERAL NOTES:

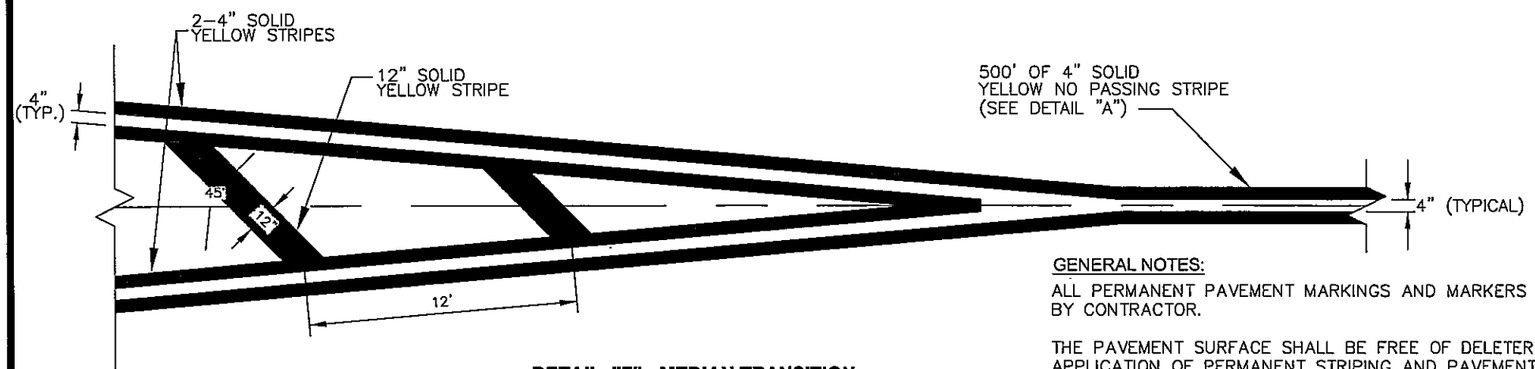
1. ALL PERMANENT PAVEMENT MARKINGS AND MARKINGS SHALL BE INSTALLED BY CONTRACTOR.
2. THE PAVEMENT SURFACE SHALL BE FREE OF DELETERIOUS MATERIAL BEFORE APPLICATION OF PERMANENT STRIPING AND PAVEMENT MARKERS. THE SURFACE NEEDS TO BE CLEANED, AS DETERMINED BY THE ENGINEER.
3. ALL PERMANENT PAVEMENT MARKINGS SHALL BE (100 MIL) THERMOPLASTIC.



DETAIL "D"
NTS.



DETAIL "G"
NTS.



DETAIL "F" - MEDIAN TRANSITION
NTS.

GENERAL NOTES:

ALL PERMANENT PAVEMENT MARKINGS AND MARKERS SHALL BE INSTALLED BY CONTRACTOR.

THE PAVEMENT SURFACE SHALL BE FREE OF DELETERIOUS MATERIAL BEFORE APPLICATION OF PERMANENT STRIPING AND PAVEMENT MARKERS. THE SURFACE NEEDS TO BE CLEANED, AS DETERMINED BY THE ENGINEER.

ALL PERMANENT PAVEMENT MARKINGS SHALL BE (100MIL) THERMOPLASTIC.

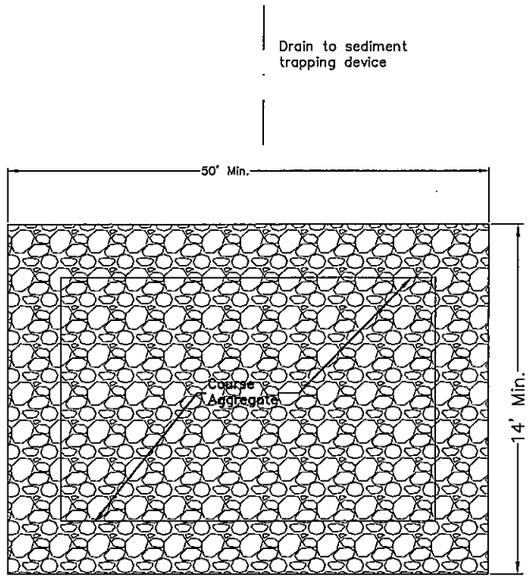
STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
5/3/13

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

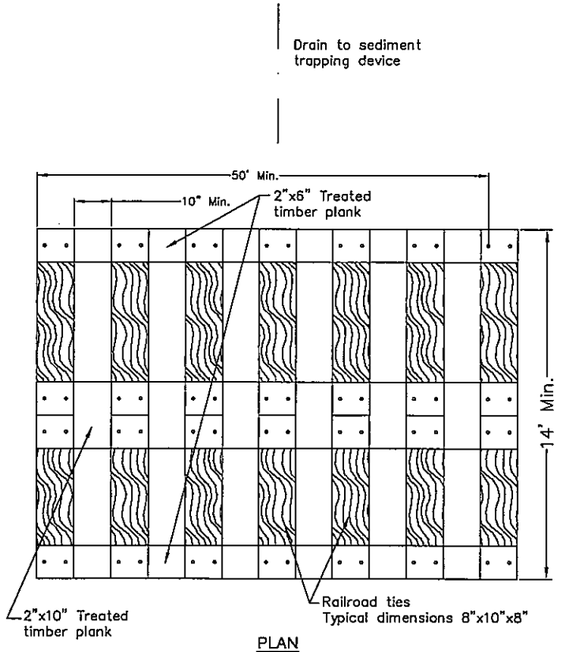
STRIPING & MARKINGS - DETAIL

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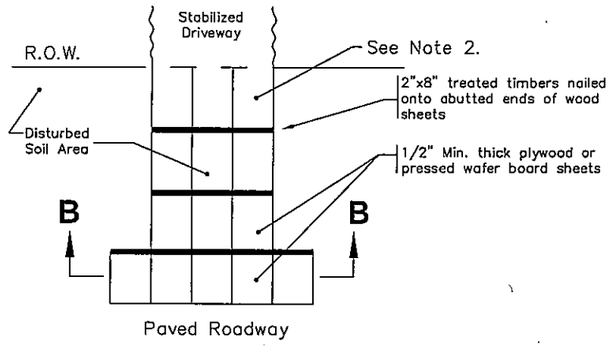
DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R.C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	39 OF 45

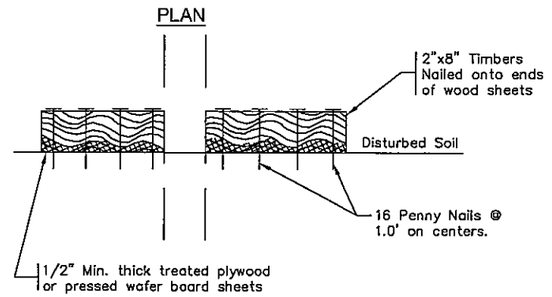


PLAN

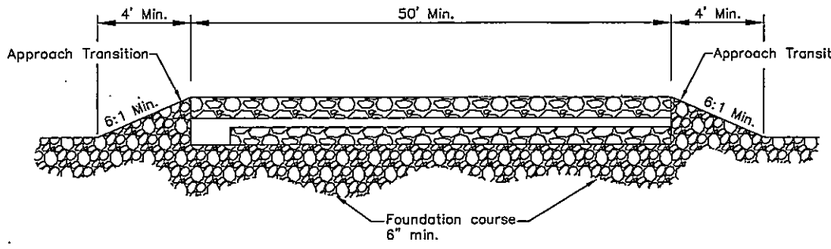


PLAN

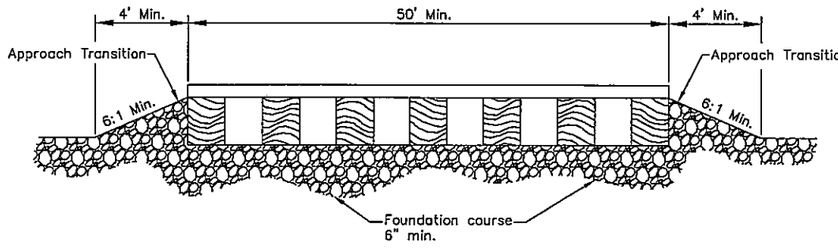




SECTION A-A



PROFILE



PROFILE

CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the Type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

CONSTRUCTION EXIT (TYPE 2)

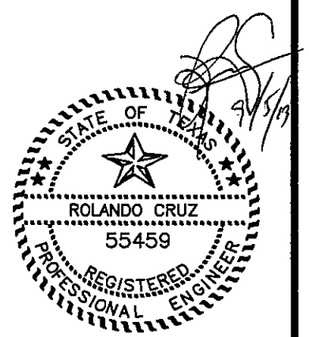
GENERAL NOTES

1. The length of the Type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad tiles with 1/2"x6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the Type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The Type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a minimum of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade minimum, and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

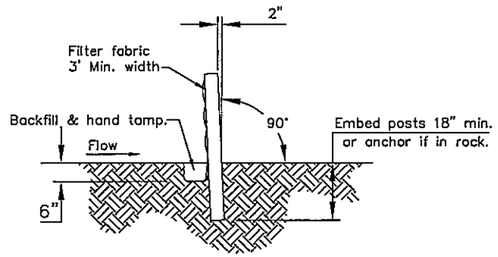


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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

STORM WATER POLLUTION PREVENTION PLAN

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R.C.	J.L.G. & A.A.	046-01-13	AUGUST 2013	SAN JUAN	40 OF 45



SECTION A-A

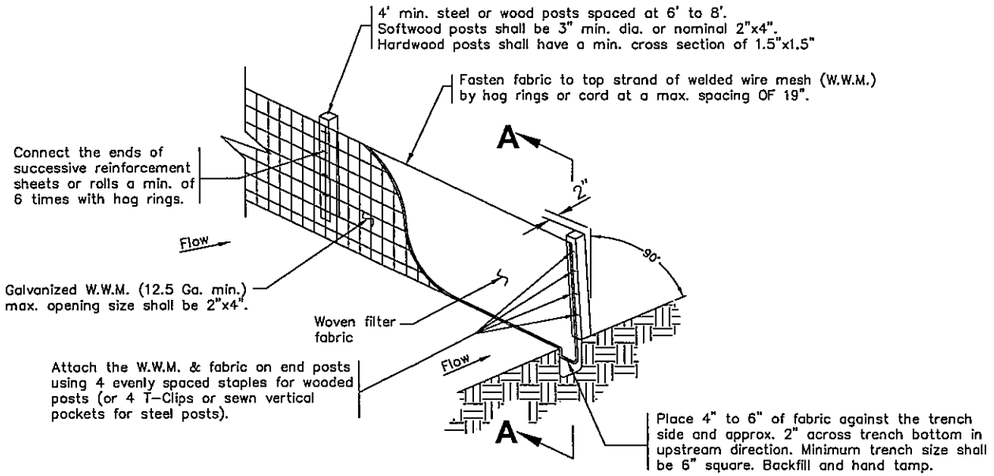
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2-year storm frequency may be used to calculate the flow rate to be filtered.

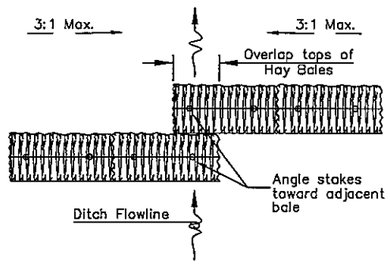
Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

GENERAL NOTES

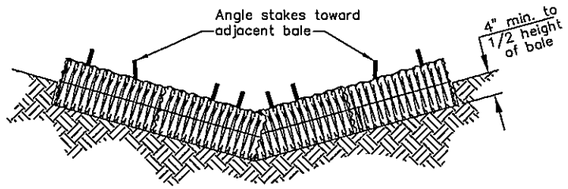
1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



TEMPORARY SEDIMENT CONTROL FENCE



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay —(BH)—

BAILED HAY USAGE GUIDELINES

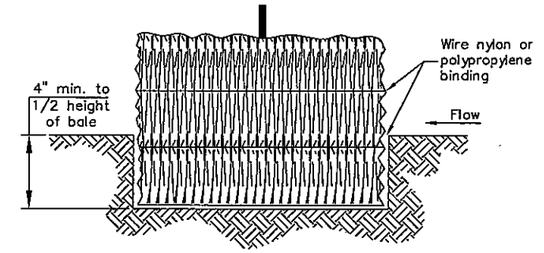
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from over land runoff. A two-year storm frequency may be used to calculate the flow rate of be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT^2 of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

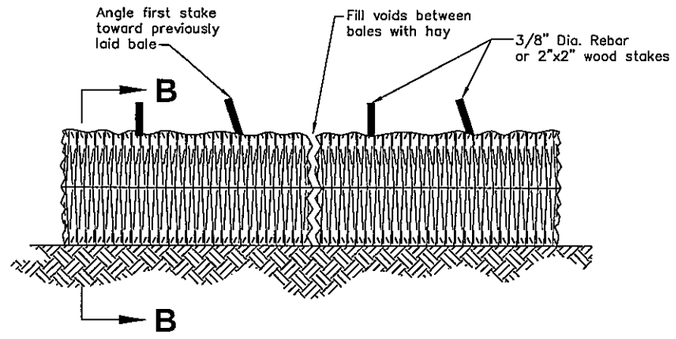
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



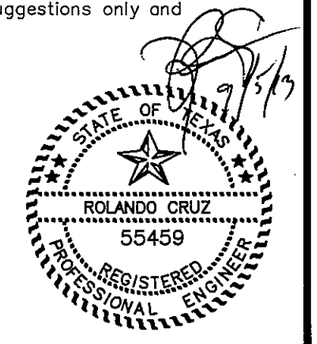
SECTION B-B



BALED HAY FOR EROSION CONTROL

GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh.
2. Hay bales shall be found by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetable matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with 3/8" Dia. rebar or 2"x2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

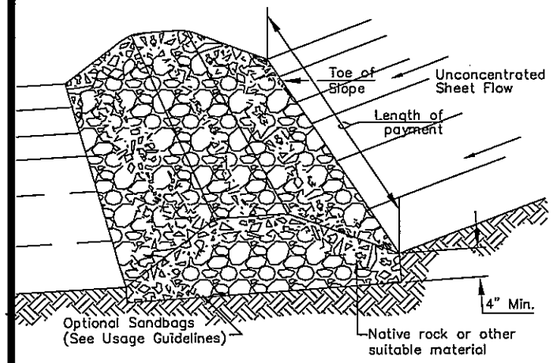


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LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

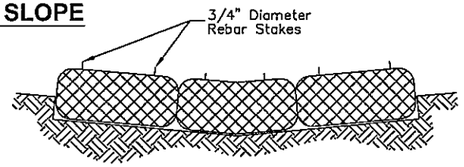
STORM WATER POLLUTION PREVENTION PLAN

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G. & A.A.	048-01-13	AUGUST 2013	SAN JUAN	41 OF 45

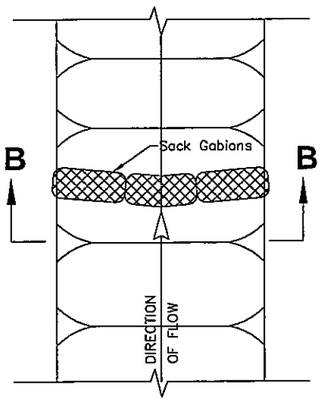


FILTER DAM @ TOE OF SLOPE

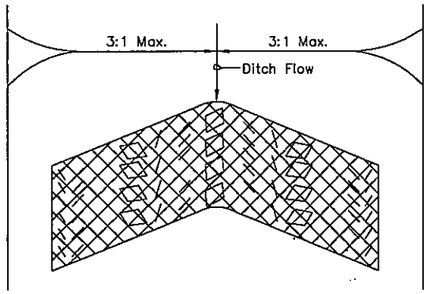
RFD1
TYPE 1



SECTION B - B



PLAN VIEW

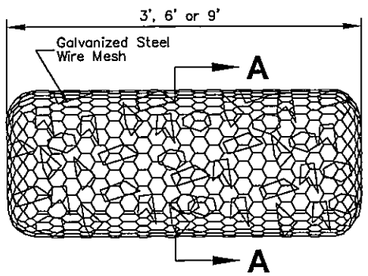


"V" SHAPE

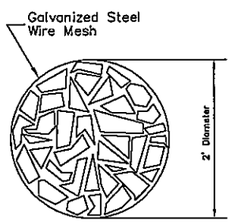
(Plan View)

PLANS SHEET LEGEND

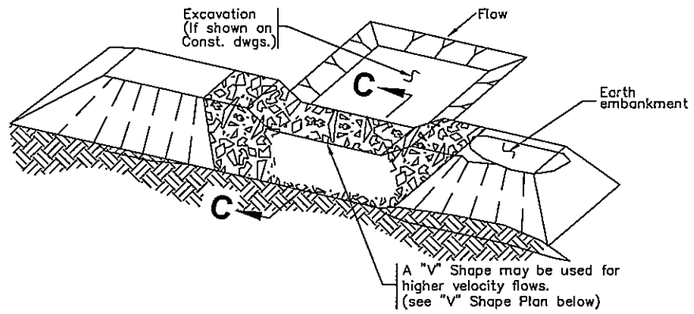
Type 1 Rock Filter Dam — RFD1
Type 2 Rock Filter Dam — RFD2
Type 3 Rock Filter Dam — RFD3



TYPE 4 (SACK GABIONS)

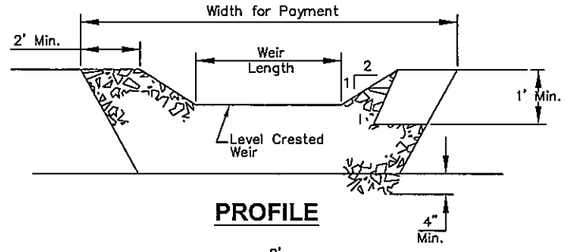


SECTION A - A

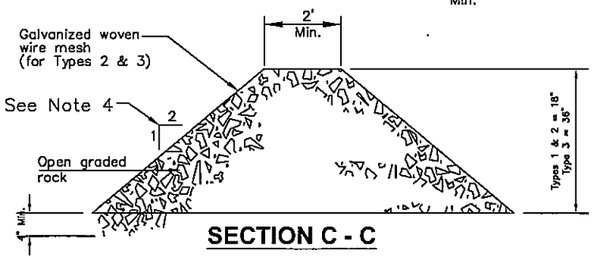


FILTER DAM AT SEDIMENT TRAP

RFD1 — OR — RFD2
TYPE 1 OR TYPE 2



PROFILE



SECTION C - C

BAILED HAY USAGE GUIDELINES

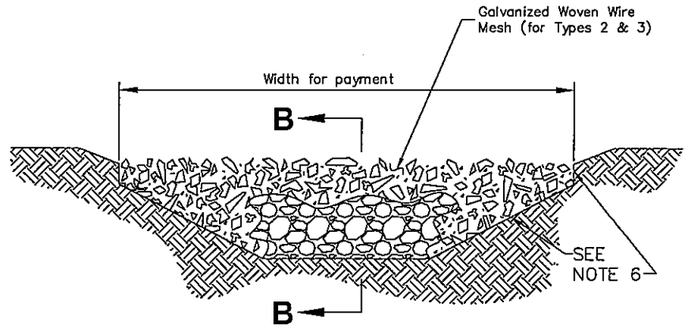
Rock Filter Dams should be constructed downstream from disturbed areas to intercept and sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT² of cross sectional area. A 2-year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approx. 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions): Type 4 may be used in ditches and smaller channels to form a erosion control dam.

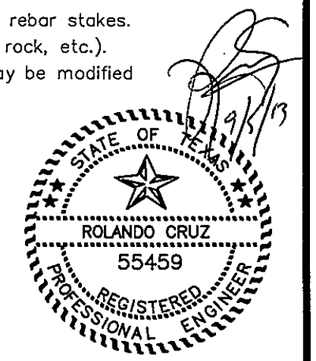


FILTER DAM AT CHANNEL SECTIONS

RFD1 — OR — RFD2 — OR — RFD3
TYPE 1 OR TYPE 2

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. In stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with 3/4" diameter rebar stakes.
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

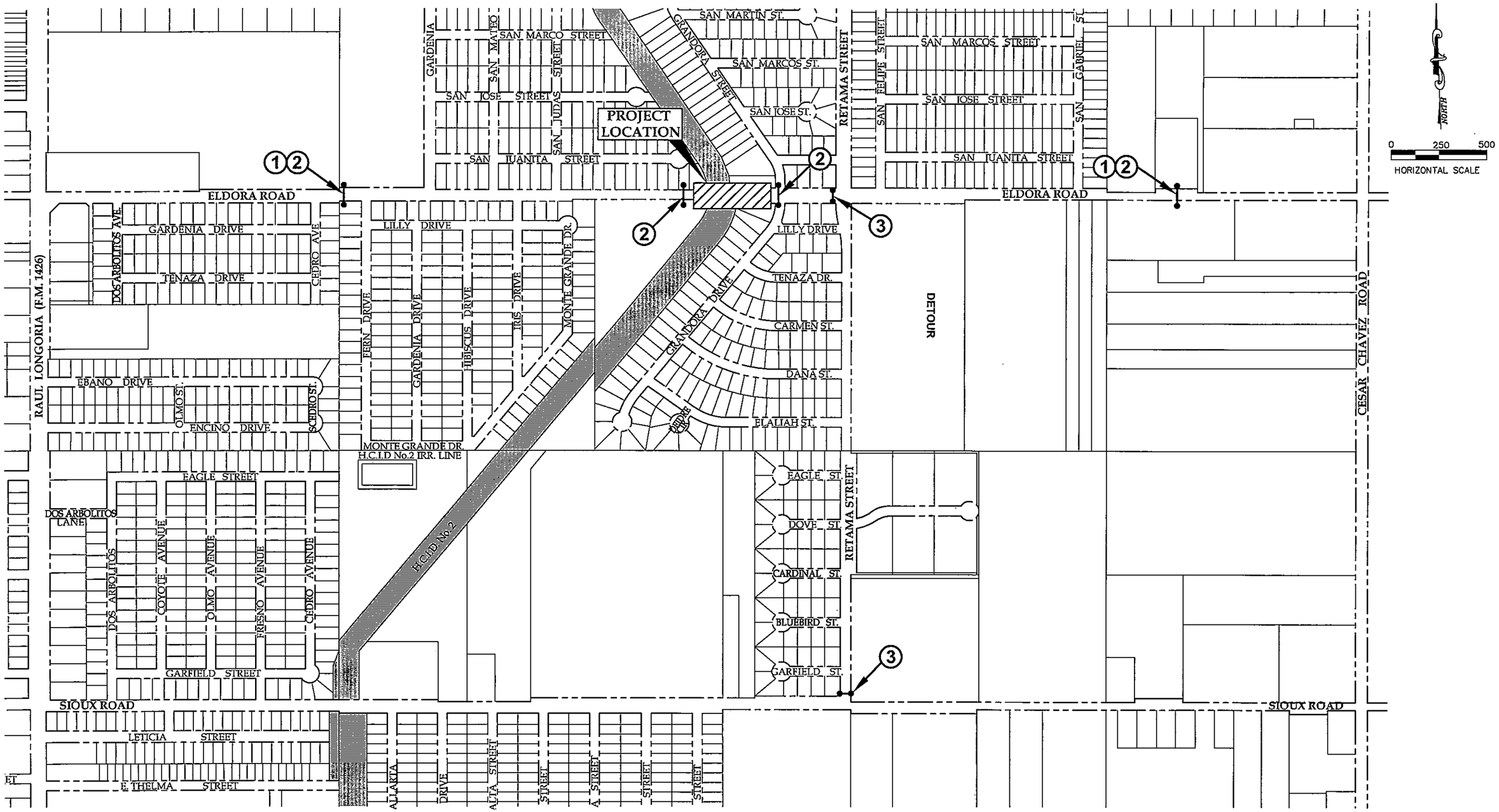


LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

STORM WATER POLLUTION PREVENTION PLAN

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R.C.	J.L.G. & A.A.	046-01-13	AUGUST 2013	SAN JUAN	42 OF 45



ROAD CLOSED TO THRU TRAFFIC	ROAD CLOSED	DETOUR
R11-4	R11-2	M4-9R(L) (R)
60" x 30"	48" x 30"	30" x 24"
①	②	③

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER

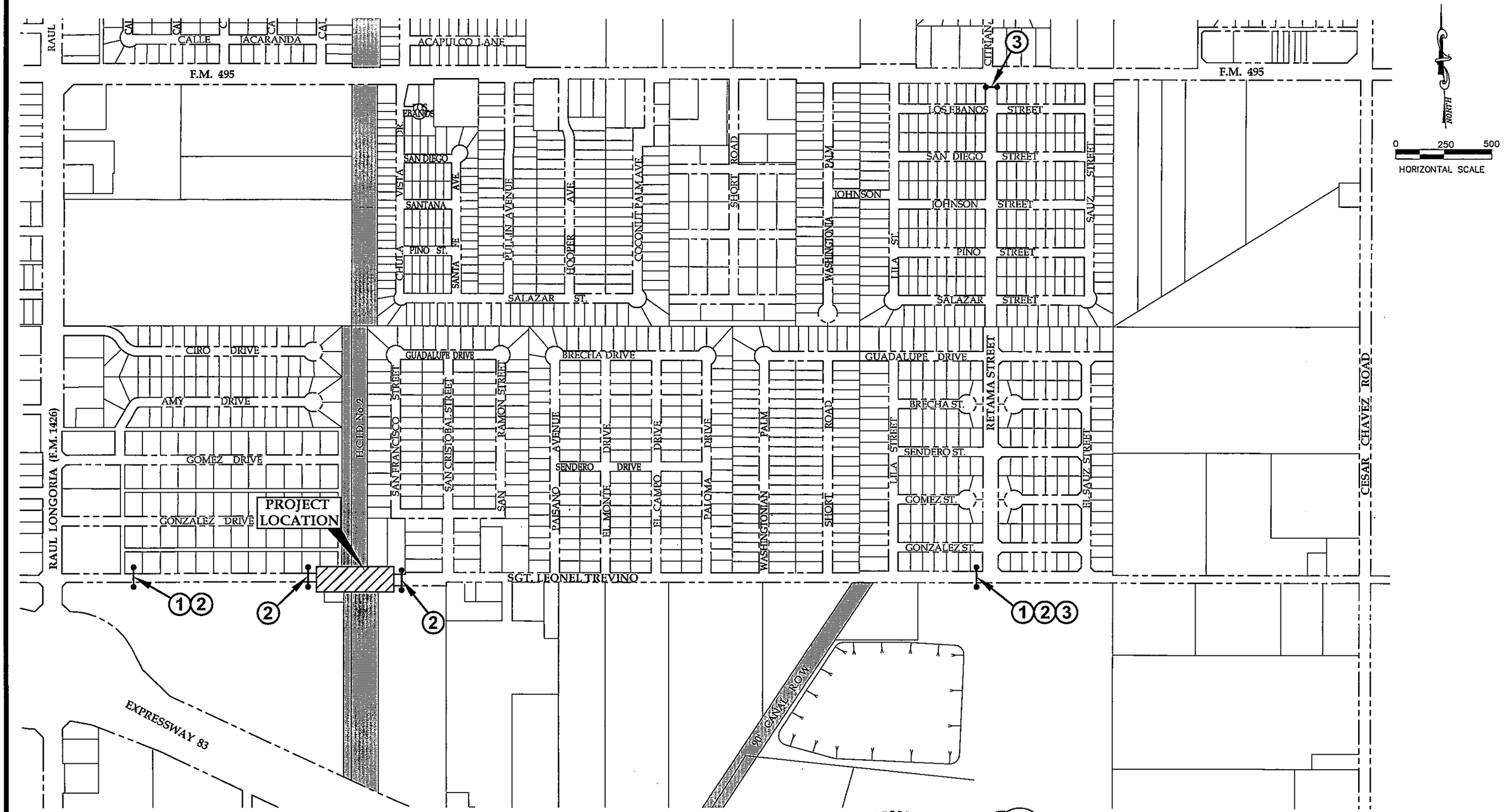
9/5/13

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FIRM REG. No: F-4850

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.

TRAFFIC CONTROL, BARRICADES & DETOUR PLAN ELDORA ROAD

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	44 OF 45



ROAD CLOSED TO THRU TRAFFIC	ROAD CLOSED	DETOUR
R11-4	R11-2	M4-9R(L) (R)
60" x 30"	48" x 30"	30" x 24"
①	②	③

STATE OF TEXAS
ROLANDO CRUZ
55459
REGISTERED PROFESSIONAL ENGINEER
9/5/13

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FIRM REG. No: F-4860

LOWERING OF CANAL CROSSING & ROAD WIDENING AT ELDORA RD. & SGT. LEONEL TREVIÑO RD.
TRAFFIC CONTROL, BARRICADES & DETOUR PLAN SGT. LEONEL TREVIÑO ROAD

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	J.L.G.	046-01-13	AUGUST 2013	SAN JUAN	45 OF 45