AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
June 3, 2014
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 Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-44821** Recognition of South Texas ISD interns: Valeria Sanchez-Marentes and Samantha A. Mendoza and their advisor, Ms. Nashla Showery-Stowe, M.Ed., the Technology & Business Internship Coordinator.

B. **AI-44828** Proclamation in support of the establishment of Texas State Technical College in the Delta Area

C. **AI-44762** Authorization for Judge Ramon Garcia to sign the Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan form which needs to be re-submitted to HUD by the Hidalgo County Housing Authority.

7. **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

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-44689** Discussion, consideration and action to appoint John Paul Lugo, BCAP Program Coordinator as Border Colonia Access Program Director

D. **AI-44813** County Wide Insurance (1100):

1. Approval to accept the quote for the renewal of accident insurance coverage for volunteers from Montalvo Insurance Agency (for the Coverage period: 6/5/14 to 6/5/15) and authorization for Executive Officer to sign documents as needed. If approved, Montalvo Insurance Agency will invoice the county at a later date the amount as quoted.

2. Approval of payment of invoice (when received) from Montalvo Insurance Agency in the amount of $500.00 for accident insurance coverage for volunteers with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

8. **Constables:**

A. **AI-44620** Constable Pct. 1:
Requesting approval to process the following billing period as a claim with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor;

Verizon Southwest Acct# 10 5492 2868520171 06...Telephone Lines (956)969-5907 & (956)969-5918 -
04-19-14 thru 05-18-14...total amount due $126.56

B. **AI-44726** CONSTABLE PCT#4:
Discussion, consideration and approval to appoint Mark Aaron Espinoza as a Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accodance with Texas Local Government Code Section 86.011.

9. **Human Resources - Esther Cortez:**

A. **AI-44822** Precinct #1 - Road Maintenance (1200):

1. Approval of the following personnel actions:

Action	***Position Title***	***Slot#***	***Dept./ Program***	***Current/Proposed Budgeted Salary***
Delete	Systems Support Analyst	0141	121-005	$33,013.00

Create	Supervisor	0146	121-005	$33,013.00

2. Approval of revised salary schedule.

10. Health & Human Services Department - Eddie Olivarez

A. AI-44734 Discussion and approval to drawdown the final IGT amount for Demonstration Year 2 Uncompensated Care (DY2 UC) in the amount of $9,000,000.00 from general fund and $11,818,298.00 from LPP fund for a total IGT of $20,818,298.00.

B. Health Care Funding District:

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

C. Indigent Health Care Program:

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

11. Urban County - Diana Serna:

A. AI-44746 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Sullivan City, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Sullivan City Street Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
S&B Infrastructure.	97.67%	1
SDI Engineering	85.67%	2
Innovative Civil Engineering	76.34%	3

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 26 (2013) Sullivan City Street Improvements project.

B. **AI-44603** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase fire station equipment (spreaders, quick kick ram support and twinline hose) for the Mercedes Fire Department. Purchase will be made from Hurst Jaws of Life (contract # EE08-13) an approved vendor through Hidalgo County's membership and participation with H-GAC. The total amount of purchase is $7,435.00 (quote attached) for the Mercedes Fire Department funded thru UCP FY 26 (2013) Mercedes – Fire Station/Equipment line item and the city's general funds.

C. **AI-44755** The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2013-2014 and 2014-2015 One –Year Action Plans, subsequent amendments and Colonia funded activities.

D. **AI-44747** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Peñitas Street Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
South Texas Infrastructure, LLC	92.67%	
L&G Engineering Transportation Consultants	92.67%	
SAMES, Inc.	90.67%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 26 (2013) Peñitas Street Improvements project

E. **AI-44664** Urban County Program on behalf of the City of Edcouch is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC for the Water Treatment Plant "SCADA System" in the amount of $525,425.00 utilizing UCP - City of Edcouch Water/Sewer improvement funds FYs' 24 & 25 (2011 & 2012) and the city's general funds.

12. **Elections Administration - Yvonne Ramon:**

A. **AI-44630** 1. Discussion, consideration and approval of the July 1, 2014 court ordered Democratic Primary Runoff Election Early Voting poll locations.
2. Discussion, consideration and approval of the July 1, 2014 court ordered Democratic Primary Runoff Election Early Voting mobile locations as requested by the Democratic Party.

13. **Precinct #2 - Comm. H. Palacios:**

A. **AI-44781** Requesting approval of Second Amendment to Interlocal Agreement between the City of Alamo, City of San Juan, and Hidalgo County regarding improvements to Ridge Road from Cesar Chavez to South Alamo Road.

B. **AI-44787** Pct 2 Various Projects (1200):
Approval of 2014 appropriation of funds into Pct 2 Various Projects in the amount of $345,580.23 from R&B Fund Balance.

C. **AI-44783** Approval of the following expenses in accordance with the Exiting Officials Expenditure Policy:

Vendor:	**Amount:**	**Item:**	**Purpose of Expense:**
So. Texas Co. Judges & Comm. Assoc.	$225.00	Registration Fees	80th Annual Conference (June 9-12, 2014)
Comm. Hector "Tito" Palacios	$ 80.32	Mileage Reimbursement	80th Annual Conference
Comm. Hector "Tito" Palacios	$117.00	Meals	80th Annual Conference (June 9-12, 2014)
Citi Bank	$516.96	Lodging	La Copa Inn
Total:	**$939.28**		

14. **Precinct #4 - Comm. J. Palacios:**

A. **AI-44740** Approval of Interlocal Cooperation Agreement between County of Hidalgo and Emergency Services District No. 3

B. **AI-44735** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

Vendor	**Invoice No.**	**Amount**
Rio Grande Steel LTD	R207749-IN	$399.20
Rush Truck Centers of Texas	93667298	$1,505.03

15. **HIDTA - Task Force - Dora Munoz:**

A. **AI-44691** Requesting Approval to process the following invoices as claims after auditing procedures are completed by county auditor:

VENDOR	**INVOICE DATE**	**INVOICE NO.**	**AMOUNT**
The Monitor	04/30/14	10013876-0414	$301.66
South Texas Communications	05/22/14	56422	$80.72

South Texas Communications	05/22/14	56421	$79.00

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

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

A. **Hidalgo County**

1. **AI-44524** Recommending award of contract(s) "on an as needed basis" from responsible vendor(s) submitting the lowest and best bid(s) (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for: Request for Bids titled: Hidalgo County (all funding sources, programs & entities)- "Hot Mix Cold Laid Road Material" through project No.: 2014-139-05-21-SGS.

2. **AI-44812** Discussion for Hidalgo County Commissioners Court to accept and approve with authority for County Judge to execute a Memorandum of Understanding (MOU) Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise Program in connection with Hidalgo County highway/road construction and design projects partially or wholly funded through Federal Highway Administration (FHWA).

3. **AI-44788** Facilities Management:
Acceptance and approval of turn-key proposal and service contract submitted by Pro Tech Mechanical, Inc. in the amount of $111,650.00 (thru County's participation with TIPS/TAPS Contract No. 2012414) for the replacement of a 160 ton Chiller for the Old Administration Building (100 E. Cano-Edinburg) with authority for County Judge to execute Service Contract.

4. **AI-44636** Requesting authority for the following for “Pre-Paid (Post-Tax) Voluntary Legal Services”-Hidalgo County:

   1. Advertise and approval of procurement packet (draft specifications/requirements, legal notice, etc.) for: Pre-Paid (Post-Tax) Voluntary Legal Services”-Hidalgo County (RFB #2014-054) with the following conditions;

A. Employees would have opportunity to keep current awarded vendor but not through a payroll deduction option;

B. New vendor, if one awarded, would offer the product on a "post-tax payroll deduction option";

2. Exercise the County's option for the sixty (60) day grace period extension for contract #E-13-205-06-11 for: “Pre-Paid (Post-Tax) Voluntary Legal Services”-Hidalgo County while procurement process is completed and awarded under the same rate, term and conditions.

B. **Pct. 1**

1. **AI-44723** Acceptance and approval of the amendment to Contract #C-14-056-02-11 with Chanin Engineering Services for Professional Engineering Services for project specific "Delta Lake Pavilion"-Hidalgo County Precinct One of the revision of 5.1 of Article 5 Compensation and Fees and 6.1 of Article 6 Method of Payment pursuant to Exhibit C Fee Breakdown of Contract.

C. **Pct. 2**

1. **AI-44737** Approval of the following requisitions listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Sanitation	257338	Holt Truck Center	$7.891.20	Parts & Repair for Sanitation Unit
Pct 2 Rd Maint	257037	Frontera Materials, Inc.	$8,050.00	Type D Cold Mix for Road Repairs

2. **AI-44774** Requesting clarification/correction to the estimated amount for Work Authorization No. 4 with R. Gutierrez Engineering Corporation for Pct. 2 Owassa Road Project previously approved (CC 5/27/14 AI#44705) to reflect from $18,573.00 to $24,938.00.

D. **Pct. 3**

1. **AI-44801** Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Mile 2 North Roadway Reconstruction Project subject to receipt of TXDOT’s approval of packet, receiving TXDOT letter of authority and HC-CC’s adoption of TXDoT’s DBE program-Pct No. 3 - RFB No. 2014-153.

2. **AI-44798** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveyors for (on call and as needed basis) for Precinct No. 3:

	QUINTANILLA, HEADLEY AND ASSOC	DOS LAND SURVEYING	CVQ LAND SURVEYORS
EVALUATOR 1	98	92	91
AVERAGE	98	92	91
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of _____ for the provision of professional surveying services for an (on call and as needed basis) for Precinct No. 3.

3. **AI-44820** Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land-Sale and/or Exchange, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 3 (on an as needed basis) and as selected for negotiations by CC from the "POOL" of Appraisers by CC on 05/27/14.

E. Pct. 4

1. **AI-44804** Recommendation by project architect, Mata Garcia Architects, LLP, for Commissioners' Court to award the Base Bid to responsible vendor submitting the lowest and best bid plus meeting all specifications, J-Con Construction, LLC in the amount of $1,350,000.00 for the project titled-Hidalgo County Precinct No. 4: "Construction of the Linn-San Manuel Emergency Services Facility" (Bid No. 2014-067-04-02-MSS).

F. HIDTA

1. **AI-44633** Request from H.C. HIDTA Task Force, recommending that Commissioners Court consider and take action to exercise Hidalgo County's option to terminate as stated in the current agreement (under Article II-Voluntary Termination) with RGV Towers, LLC, for "Lease of Tower Space for HIDTA Task Force Project", by providing/forwarding a thirty (30) day written notice inasmuch as equipment was transferred to Starr County and thus the repeater and lease of radio tower are no longer needed or required.

G. **WIC**

1. **AI-44803** Presentation for acceptance and approval of "Second Amendment" to the current lease agreement with Jose I. Ramirez for the "Lease of Office Space in Roma, Texas," to reflect a modification to the renovated floor plan which increases the square footage to the final total of rental space to 3,302 sq. ft.

17. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-44808** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087:
1. Project Soft Touch - Tax Abatement
2. Project Alaska - Tax Abatement

D. **AI-44741** C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department

E. **AI-44778** Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

F. **AI-44758** Claim of Yvonne Castelan

G. **AI-44763** Claim of Hidalgo County vs Aurelio Vaca and Guadalupe Vaca

H. **AI-44765** CL-13-2016-D; Mario Herrera & Roxana Gonzalez v. Hidalgo County

I. **AI-44767** Claim of Reney Sanchez & Julian Bautista Parents of Julian Bautista, Jr., a minor

J. **AI-44769** Claim of Reney Sanchez & Julian Bautista Parents of Fernando Bautista, a minor

18. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-44809** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087:
1. Project Soft Touch - Tax Abatement
2. Project Alaska - Tax Abatement

D. **AI-44742** C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department

E. **AI-44779** Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

F. **AI-44759** Claim of Yvonne Castelan

G. **AI-44764** Claim of Hidalgo County vs Aurelio Vaca and Guadalupe Vaca

H. **AI-44766** CL-13-2016-D; Mario Herrera & Roxana Gonzalez v. Hidalgo County

I. **AI-44768** Claim of Reney Sanchez & Julian Bautista Parents of Julian Bautista, Jr., a minor

J. **AI-44771** Claim of Reney Sanchez & Julian Bautista Parents of Fernando Bautista, a minor

19. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

20. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

21. **Adjourn**

AI-44821 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of South Texas ISD interns: Valeria Sanchez-Marentes and Samantha A. Mendoza and their advisor, Ms. Nashla Showery-Stowe, M.Ed., the Technology & Business Internship Coordinator.

BACKGROUND

Recognizing the work of two South Texas ISD interns. The student's names are: Valeria Sanchez-Marentes, who interned at the 92nd District Court of Judge Jaime Tijerina and Samantha A. Mendoza, who interned in the Hidalgo County Public Affairs Division. Also recognize their advisor, Ms. Nashla Showery-Stowe, M.Ed., the Technology & Business Internship Coordinator.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 03:57 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Monica Badillo Started On: 05/30/2014 03:21 PM

Final Approval Date: 05/30/2014

AI-44828 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation in support of the establishment of Texas State Technical College in the Delta Area

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 04:52 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: SANDRA DELEON Started On: 05/30/2014 04:12 PM

Final Approval Date: 05/30/2014

PROCLAMATION IN SUPPORT OF THE ESTABLISHMENT OF TEXAS STATE TECHNICAL COLLEGE IN THE DELTA AREA

WHEREAS, Texas State Technical College (TSTC) has strived to serve students and families in communities in Hidalgo and Cameron County since its creation in 1967, providing an opportunity for a college education, technical training and certificate programs to many who may not have otherwise had the means to pursue higher education; and

WHEREAS, TSTC in Harlingen offers 24 certificate degrees, 27 Associate of Applied Science degrees, 5 Associate of Science degrees and the academic core, to more than 5,000 students; and a faculty and staff of more than 500; and

WHEREAS, TSTC has instituted a variety of dual enrollment programs, allowing eligible students to take college courses while attending high school; these programs include Early College High Schools, drop-out recovery programs and other unique initiatives with high schools throughout Hidalgo and Cameron counties; and

WHEREAS, TSTC is the only state-supported technical college system in Texas, their statewide role and mission is to efficiently and effectively help Texas meet the high-tech challenges of today's global economy, in partnership with business and industry, government agencies, and other educational institutions; and

WHEREAS, Edcouch-Elsa ISD is committed to collaborate with the cities and school districts of Edcouch, Elsa, La Villa, Monte Alto ISD and La Villa ISD, as well as community organizations in the Delta Area, to provide educational, training and professional development opportunities to students and adults; and

WHEREAS, Edcouch-Elsa ISD, along with the Delta Region Revitalization Corporation, is proposing to offer land and buildings in and around the Mercado Delta located in Edcouch, Texas to Texas State Technical College for the establishment of a site that will offer courses for credit, certificates and training.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court offers its support for the establishment of a Texas State Technical College site to serve residents in the communities of the Delta Area.

Dated this 3rd day of June, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-44762 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 06/03/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Authorization for Judge Ramon Garcia to sign the Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan form which needs to be re-submitted to HUD by the Hidalgo County Housing Authority.

BACKGROUND

Due to a new HUD requirement for the Public Housing Program, the HCHA needs to re-submit form as part of the 2014 Annual PHA Plan.

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 09:18 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: SANDRA DELEON Started On: 05/28/2014 04:18 PM

Final Approval Date: 05/30/2014

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB# 2577-0226 Expires 08/30/2011

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, Ramon Garcia the County Judge of Hidalgo County certify that the Five Year and Annual PHA Plan of the Housing Authority of the County of Hidalgo is consistent with the Consolidated Plan of
The County of Hidalgo, Texas prepared pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

AI-44689 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action to appoint John Paul Lugo, BCAP Program Coordinator as Border Colonia Access Program Director

BACKGROUND

Mr. Agapito Vargas is retiring at the end of May, 2014.
Requesting to appoint Mr. John Paul Lugo, Program Coordinator to finish out program which runs thru Dec. 2015

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 11:45 AM
Obdett Calzada	Obdett Calzada	05/29/2014 08:18 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Monica Badillo Started On: 05/22/2014 05:11 PM

Final Approval Date: 05/30/2014

AI-44813 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: County Wide Insurance **Submitted By:** Dale Kennan, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

County Wide Insurance (1100):

1. Approval to accept the quote for the renewal of accident insurance coverage for volunteers from Montalvo Insurance Agency (for the Coverage period: 6/5/14 to 6/5/15) and authorization for Executive Officer to sign documents as needed. If approved, Montalvo Insurance Agency will invoice the county at a later date the amount as quoted.

2. Approval of payment of invoice (when received) from Montalvo Insurance Agency in the amount of $500.00 for accident insurance coverage for volunteers with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 4-1100-419-00-125-009-0-524

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

BUDGETARY IMPACT:

Funding is pending transfer by the Budget Office (AI#44814) and should be available once the invoice is received.

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 02:34 PM
Manuel Chapa	Manuel Chapa	05/30/2014 03:02 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Dale Kennan Started On: 05/30/2014 02:14 PM

Final Approval Date: 05/30/2014

QUOTE
05/30/14

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Edinburg, Texas 78540

Type of Coverage: Accident Insurance
Company: National Union Fire Insurance Company of Pittsburgh, PA
Policy Number: TBD
Term: 06/05/2014 – 06/05/2015
Total Premium Due: **$500.00**

We are pleased to offer renewal coverage per the enclosed.

Payable Upon Receipt

Thank you for your business!

AI-44620 **Constables 8. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Constable Celestino Avila Jr. **Submitted By:** Raul Lozano Jr., CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1:
Requesting approval to process the following billing period as a claim with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor;

Verizon Southwest Acct# 10 5492 2868520171 06...Telephone Lines (956)969-5907 & (956)969-5918 - 04-19-14 thru 05-18-14...total amount due $126.56

BACKGROUND

Verizon telephone lines were installed in the New Hidalgo County Constable Pct. 1 Office for the sole purpose of fire alarm monitoring, a purchase order has been generated PO#708962 for the remainder of the year, although the PO was not in place to cover the current billing period

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-291-001-0-531

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

BUDGETARY IMPACT:

Attachments

april
april

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 10:02 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Raul Lozano Jr. Started On: 05/20/2014 11:06 AM

Final Approval Date: 05/30/2014

verizon

Telephone Number : 956 969-5907 140219
Account Number: 10 5492 2868520171 06
How to Reach Us : See page 2

HIDALGO COUNTY PRECINCT 1

Account Summary

Previous Charges	$ 377.46
No Payment Received	.00
Past Due Charges (please pay now)	**$ 377.46**

New Charges

Verizon (page 3)	$ 126.56
Total New Charges Due May 14, 2014	**$ 126.56**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before May 19, 2014.

Total Due **$ 504.02**

Manage Your Account Online
Go to the For Your Information section for details

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2868520171 06
New Charges Due: May 14, 2014
Total Due: $ 504.02

210*HBRDA1
00001698 3S0000013057
10-TX 5492
9569695907 20140219

041914

Amount Paid :

$ ☐☐☐.☐☐

00001698 01 MB 0.435 SW041911 0011
HIDALGO COUNTY PRECINCT 1
HIDALGO COUNTY CONSTABLE
1902 JOE STEPHENS AVE
WESLACO TX 78599-3700

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2868520171 06N00000037746 00000050402 08

MONTHLY LOCAL SERVICE - REGULATED (Apr 19 to May 18)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	Federal Access Recovery Charge	2	1.66	3.32
2	Business Line	2	39.10	78.20
3	Federal Subscriber Line Charge	2	7.31	14.62
			Subtotal	96.14
	Total			**$ 96.14**

MISCELLANEOUS CHARGES AND CREDITS

4	Late payment charge on $120.48	6.02
	Total	**$ 6.02**

REGULATED SERVICE TAXES AND SURCHARGES

5	Federal Excise Tax	2.98
6	TX City Sales Tax	1.99
7	TX State Sales Tax	6.72
8	Cost of service surcharge	.14
9	Texas Universal Service	3.03
10	Municipal Right-of-Way Fee	3.64
11	9-1-1 Equalization Fee	.12
12	9-1-1 Fee	1.00
13	Federal Universal Service Fee	4.78
	Total	**$ 24.40**
	Verizon regulated charges	***$ 126.56***
	Total Verizon charges	***$ 126.56***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 969-5907 956 969-5918

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Customer Proprietary Network Information (CPNI) Notice

CPNI is information that relates to the type, quantity, destination, technical configuration, location, amount of use, and billing information of your telecommunications or interconnected VoIP services. This information is made available to us solely by virtue of our relationship with you. The protection of your information is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services such as video, wireless, Internet, and long distance. Visit verizon.com for a complete listing of our services and companies.

You may choose not to have your CPNI used for the marketing purposes described above by calling us anytime at 1-866-483-9700. When you call, please have your bill and account number available. Your decision about use of your CPNI doesn't affect our provision of services to you nor eliminate all Verizon marketing contacts.

Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

Bankruptcy Information

If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive,

AI-44726 **Constables 8. B.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: CONSTABLE A. **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

CONSTABLE PCT#4:
Discussion, consideration and approval to appoint Mark Aaron Espinoza as a Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accodance with Texas Local Government Code Section 86.011.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Monies budgeted within position (slot 0005).

Attachments

SEC52714

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/27/2014 01:37 PM
Obdett Calzada	Obdett Calzada	05/29/2014 10:57 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Nayla Munoz Started On: 05/27/2014 11:23 AM

Final Approval Date: 05/30/2014

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

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

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

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

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

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

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

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

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

AI-44822 **Human Resources 9. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Precinct #1 **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #1 - Road Maintenance (1200):

1. Approval of the following personnel actions:

Action	*Position Title*	*Slot#*	*Dept./ Program*	*Current/Proposed Budgeted Salary*
Delete	Systems Support Analyst	0141	121-005	$33,013.00
Create	Supervisor	0146	121-005	$33,013.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

FISCAL NOTE

REVISED SALARY SCHEDULE

JOB DESCRIPTION

pars

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 03:58 PM
Obdett Calzada	Obdett Calzada	05/30/2014 04:50 PM
Rosalinda Cantu	Rosie Cantu	05/30/2014 05:09 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Diana Munoz Started On: 05/30/2014 03:27 PM

Final Approval Date: 05/30/2014

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, June 03, 2014**

Agenda Item: **44822**

Summary of request/proposal:
PCT 1 RD MAINT (1200):
APPROVAL TO DELETE/ CREATE THE FOLLOWING POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	SYSTEMS SUPPORT ANALYST	0141	113	33,013.00	0.00	(33,013.00)
1200	SUPERVISOR	0146	113	0.00	33,013.00	33,013.00
		TOTAL		33,013.00	33,013.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-121-005-0-	113	PCT 1 ROAD MAINTENANCE-	REGULAR FULL TIME	$0.00
4-1200-431-00-121-005-0-	211	PCT 1 ROAD MAINTENANCE-	HEALTH INSURANCE	$0.00
4-1200-431-00-121-005-0-	212	PCT 1 ROAD MAINTENANCE-	LIFE INSURANCE	$0.00
4-1200-431-00-121-005-0-	220	PCT 1 ROAD MAINTENANCE-	FICA	$0.00
4-1200-431-00-121-005-0-	230	PCT 1 ROAD MAINTENANCE-	RETIREMENT	$0.00
4-1200-431-00-121-005-0-	250	PCT 1 ROAD MAINTENANCE-	UNEMPLOYMENT COMP	$0.00
4-1200-431-00-121-005-0-	260	PCT 1 ROAD MAINTENANCE-	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

2015 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-121-005-0

AI - 44822

PCT 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	$40,502.00	$0.00	$40,502.00	0	$0.00	$0.00	$40,502.00	$40,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,502.00
0019	113	TRUCK DRIVER I	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$36,812.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0023	113	MAINTENANCE III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0024	113	MAINTENANCE II	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0025	113	MAINTENANCE III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0029	113	MECHANIC II	$33,555.00	$0.00	$33,555.00	0	$0.00	$0.00	$33,555.00	$33,555.00	$660.00	$0.00	$0.00	$0.00	$0.00	$34,215.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$32,724.00	$0.00	$32,724.00	0	$0.00	$0.00	$32,724.00	$32,724.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,724.00
0037	113	MAINTENANCE II	$30,748.00	$0.00	$30,748.00	0	$0.00	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0038	113	HEAVY EQUIPMENT OPERATOR II	$30,748.00	$0.00	$30,748.00	0	$0.00	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0039	113	TRUCK DRIVER III	$29,902.00	$0.00	$29,902.00	0	$0.00	$0.00	$29,902.00	$29,902.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,902.00
0041	113	TRUCK DRIVER III	$28,867.00	$0.00	$28,867.00	0	$0.00	$0.00	$28,867.00	$28,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,867.00
0043	113	TRUCK DRIVER III	$28,389.00	$0.00	$28,389.00	0	$0.00	$0.00	$28,389.00	$28,389.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,389.00
0044	113	TRUCK DRIVER I	$27,405.00	$0.00	$27,405.00	0	$0.00	$0.00	$27,405.00	$27,405.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,405.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$27,124.00	$0.00	$27,124.00	0	$0.00	$0.00	$27,124.00	$27,124.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,904.00
0049	113	TRUCK DRIVER III	$26,780.00	$0.00	$26,780.00	0	$0.00	$0.00	$26,780.00	$26,780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,780.00
0053	113	MAINTENANCE I	$25,993.00	$0.00	$25,993.00	0	$0.00	$0.00	$25,993.00	$25,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,993.00
0057	113	MAINTENANCE I	$24,344.00	$656.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0078	113	DIESEL MECHANIC	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0080	113	MATERIAL MANAGEMENT MANAGER	$41,200.00	$0.00	$41,200.00	0	$0.00	$0.00	$41,200.00	$41,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,200.00
0085	113	EXECUTIVE ASST	$61,355.00	$0.00	$61,355.00	0	$0.00	$0.00	$61,355.00	$61,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,355.00
0090	113	ADMINISTRATIVE ASSISTANT V	$50,470.00	$5,530.00	$56,000.00	0	$0.00	$0.00	$56,000.00	$56,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$56,720.00
0091	113	DIRECTOR, FIELD OPERATIONS	$72,100.00	$0.00	$72,100.00	0	$0.00	$0.00	$72,100.00	$72,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,100.00
0093	113	HEAVY EQUIPMENT OPERATOR II	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0095	113	MAINTENANCE III	$24,713.00	$287.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0096	113	TRAFFIC SPECIALIST I	$20,650.00	$4,350.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0097	113	TRAFFIC SPECIALIST I	$20,650.00	$4,350.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0101	113	CREW LEADER II	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0102	113	SUPERVISOR	$37,869.00	$0.00	$37,869.00	0	$0.00	$0.00	$37,869.00	$37,869.00	$960.00	$0.00	$0.00	$0.00	$0.00	$38,829.00
0103	113	ASSET MANAGEMENT SUPERVISOR	$53,822.00	$0.00	$53,822.00	0	$0.00	$0.00	$53,822.00	$47,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,000.00
0104	113	SHOP FOREMAN	$43,260.00	$0.00	$43,260.00	0	$0.00	$0.00	$43,260.00	$43,260.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,560.00
0106	113	CREW LEADER II	$42,825.00	$0.00	$42,825.00	0	$0.00	$0.00	$42,825.00	$42,825.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$44,085.00
0107	113	SAFETY COORDINATOR	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0108	113	TRUCK DRIVER III	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0109	113	HEAVY EQUIPMENT OPERATOR III	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,882.00
0111	113	CREW LEADER II	$39,655.00	$0.00	$39,655.00	0	$0.00	$0.00	$39,655.00	$39,655.00	$540.00	$0.00	$0.00	$0.00	$0.00	$40,195.00
0112	113	CREW LEADER II	$39,655.00	$5,345.00	$45,000.00	0	$0.00	$0.00	$45,000.00	$45,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$45,420.00
0113	113	CREW LEADER I	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,466.00
0114	113	TRUCK DRIVER III	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0115	113	MAINTENANCE III	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0116	113	ACCOUNTS PAYABLE SPECIALIST I	$29,078.00	$0.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,078.00
0118	113	TRAFFIC CONTROL SUPERVISOR	$38,110.00	$0.00	$38,110.00	0	$0.00	$0.00	$38,110.00	$38,110.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,470.00
0119	113	TRUCK DRIVER II	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
0120	113	TRUCK DRIVER III	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$420.00	$0.00	$0.00	$0.00	$0.00	$30,762.00

0121	113	TRUCK DRIVER II	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
0122	113	RIGHT OF WAY AGENT V	$65,988.00	$0.00	$65,988.00	0	$0.00	$0.00	$65,988.00	$65,988.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$67,548.00
0123	113	RIGHT OF WAY AGENT V	$64,349.00	$0.00	$64,349.00	0	$0.00	$0.00	$64,349.00	$64,349.00	$360.00	$0.00	$0.00	$0.00	$0.00	$64,709.00
0124	113	SUPERVISOR	$39,108.00	$0.00	$39,108.00	0	$0.00	$0.00	$39,108.00	$39,108.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,108.00
0125	113	CREW LEADER II	$41,586.00	$0.00	$41,586.00	0	$0.00	$0.00	$41,586.00	$41,586.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,586.00
0126	113	MAINTENANCE II	$22,303.00	$2,697.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0127	113	MAINTENANCE II	$22,303.00	$2,697.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0128	113	MAINTENANCE II	$22,303.00	$2,697.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0129	113	MAINTENANCE III	$35,192.00	$0.00	$35,192.00	0	$0.00	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0130	113	MAINTENANCE II	$24,705.00	$295.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0131	113	MAINTENANCE III	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0132	113	CONSTRUCTION INSPECTOR	$38,110.00	$0.00	$38,110.00	0	$0.00	$0.00	$38,110.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,110.00
0133	113	MAINTENANCE I	$24,713.00	$287.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0134	113	TIRE REPAIR/ MAINTENANCE	$29,078.00	$0.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,078.00
0135	113	TRUCK DRIVER III	$36,565.00	$0.00	$36,565.00	0	$0.00	$0.00	$36,565.00	$36,565.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,565.00
0136	113	CONSTRUCTION INSPECTOR	$41,500.00	$0.00	$41,500.00	0	$0.00	$0.00	$41,500.00	$41,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,500.00
0137	113	MAINTENANCE III	$35,500.00	$0.00	$35,500.00	0	$0.00	$0.00	$35,500.00	$35,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,500.00
0138	113	MAINTENANCE III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$36,212.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,212.00
0139	113	MAINTENANCE I	$20,500.00	$4,500.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0140	113	ASSISTANT FIELD OPERATIONS DIRECT	$49,440.00	$7,560.00	$57,000.00	0	$0.00	$0.00	$57,000.00	$57,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,000.00
		APPROVAL TO DELETE THE FOLLOWING FULL-TIME POSITION;														
~~0141~~	~~113~~	~~SYSTEMS SUPPORT ANALYST~~	~~$33,013.00~~	~~$0.00~~	~~$33,013.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$33,013.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0142	113	MAINTENANCE II	$24,708.00	$0.00	$24,708.00	0	$0.00	$0.00	$24,708.00	$24,708.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,708.00
T143	121	TRUCK DRIVER I	$0.00	$25,000.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
0144	113	TRUCK DRIVER II	$0.00	$28,745.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
T145	121	MAINTENANCE I	$0.00	$11,539.00	$11,539.00	0	$0.00	$0.00	$11,539.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL-TIME POSITION:														
0146	**113**	**SUPERVISOR**	**$0.00**	**$33,013.00**	**$33,013.00**	**0**	**$0.00**	**$0.00**	**$33,013.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$2,323,474.00	$139,548.00	$2,463,022.00		$0.00	$0.00	$2,463,022.00	$2,408,951.00	$10,500.00	$0.00	$0.00	$0.00	$0.00	$2,419,451.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY PRECINCTS

SUPERVISOR

GENERAL DESCRIPTION

Under the direction of the County Commissioner. The Supervisor coordinates activities and personnel of the Hidalgo County. The individual will supervise a crew. Requires thorough knowledge of management and supervisory procedures and, maintenance and operation of light and heavy equipment.

EXAMPLES OF WORK PERFORMED

Schedule and coordinate equipment repair and maintenance

Coordinate personnel schedules

Insure that equipment and operational records are kept up to date

Operate and maintain heavy equipment as deemed necessary

Meet with engineering and construction personnel

Supervise the activities of all field workers

Coordinate and schedule all sanitation activities

Answer telephone and customer questions

Screen solid waste materials received

Keep accurate records of materials accepted at the landfill and/or collection stations

Procure, under purchasing policy regulation, prices and equipment and/or parts for equipment and operational activities

Prepare annual budget requests

Report to County Commissioner

Answer complaints and coordinate corrective action

Insure landfill compliance with TNRCC, if applicable

Meet with TNRCC staff when necessary, if applicable

Prepare operational reports as requested

Document and file forms requested by TNRCC., if applicable

Inspect grid markers, trench markers, entrance sign and other posted signs weekly and take corrective action if necessary to maintain TNRCC conformance, if applicable

Perform any other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Ten (10) years experience in light and heavy equipment maintenance, operation and supervision.

Knowledge of solid waste disposal and landfill procedures

Ability to repair and maintain light and heavy equipment

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses and Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by County insurance carrier

TNRCC certification

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 15 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE. (121-005) DATE: 5/15/2014

CURRENT POSITION TITLE: SYSTEM SUPPORT ANALYST CURRENT SLOT #: 0141

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 33,013.00	$ ∅	$ (33,013.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Upon evaluation of the Department, it is determined that this position be deleted to create a position that will assist with the field work operation.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	5-15-14	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cortez/efx	05.30.14	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	06-2-14	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 15 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE. (121-005) DATE: 5/15/2014

CURRENT POSITION TITLE: CURRENT SLOT #: 0146

REQUESTED POSITION TITLE: SUPERVISOR

REQUEST FOR:

[x] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$	$	$
Current G&S/ Budgeted Salary	33,013.00 Proposed G&S/ Budgeted Salary	33,013.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Upon evaluation of the Department, it is determined that this position be created to assist the department with the operation relating to the overall field work.

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

(See attachment)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	5-15-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Esthela Cortez /jpe HUMAN RESOURCES DIRECTOR	05.30.14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	06-2-14 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY PRECINCTS

SUPERVISOR

GENERAL DESCRIPTION

Under the direction of the County Commissioner. The Supervisor coordinates activities and personnel of the Hidalgo County. The individual will supervise a crew. Requires thorough knowledge of management and supervisory procedures and, maintenance and operation of light and heavy equipment.

EXAMPLES OF WORK PERFORMED

Schedule and coordinate equipment repair and maintenance

Coordinate personnel schedules

Insure that equipment and operational records are kept up to date

Operate and maintain heavy equipment as deemed necessary

Meet with engineering and construction personnel

Supervise the activities of all field workers

Coordinate and schedule all sanitation activities

Answer telephone and customer questions

Screen solid waste materials received

Keep accurate records of materials accepted at the landfill and/or collection stations

Procure, under purchasing policy regulation, prices and equipment and/or parts for equipment and operational activities

Prepare annual budget requests

Report to County Commissioner

Answer complaints and coordinate corrective action

Insure landfill compliance with TNRCC, if applicable

Meet with TNRCC staff when necessary, if applicable

Prepare operational reports as requested

Document and file forms requested by TNRCC., if applicable

Inspect grid markers, trench markers, entrance sign and other posted signs weekly and take corrective action if necessary to maintain TNRCC conformance, if applicable

Perform any other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Ten (10) years experience in light and heavy equipment maintenance, operation and supervision

Knowledge of solid waste disposal and landfill procedures

Ability to repair and maintain light and heavy equipment

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses and Registration

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by County insurance carrier

TNRCC certification

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-44734 **Health & Human Services Dept. 10. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Dairen Sarmiento **Submitted By:** Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and approval to drawdown the final IGT amount for Demonstration Year 2 Uncompensated Care (DY2 UC) in the amount of $9,000,000.00 from general fund and $11,818,298.00 from LPP fund for a total IGT of $20,818,298.00.

BACKGROUND

HHSC submitted the final IGT amount on Thursday, May 29th and has moved the IGT settlement date to Wednesday, June 4th. The last day to enter IGT into TexNet will be Tuesday, June 3rd.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1258-444-00-240-006-3-843

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

BUDGETARY IMPACT:

Available funds as of 5/28/14 are $22,529,901.62.

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-444-00-240-004-0-843

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

BUDGETARY IMPACT:

Available funds as of 5/28/14 are $9,000,000.00.

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	05/30/2014 02:33 PM
Budget & Management	Debbie Tamez	05/30/2014 02:35 PM
Manuel Chapa	Debbie Tamez	05/30/2014 03:08 PM
Perla Lopez (Originator)	Perla Lopez	05/30/2014 04:05 PM
Budget & Management	Debbie Tamez	05/30/2014 04:39 PM
Manuel Chapa	Manuel Chapa	05/30/2014 04:51 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Perla Lopez Started On: 05/28/2014 08:19 AM

Final Approval Date: 05/30/2014

AI-44746 **Urban County 11. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Sullivan City, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Sullivan City Street Improvement funds.

Professional Service Firm	Grade	Ranked
S&B Infrastructure.	97.67%	1
SDI Engineering	85.67%	2
Innovative Civil Engineering	76.34%	3

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 26 (2013) Sullivan City Street Improvements project.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: S&B Infrastructure, SDI Engineering and Innovative Civil Engineering for a Street Improvements project- Project will consist of the purchase and installation of approximately 18 solar street lights to include but not limited to professional services, material testing fees, and advertisements as they pertain to project completion and to the abutting and surrounding streets: Cenizo Street (aka Cemetery Road), Guadalupe Flores Road (on Escandon St, Alamo St, and Olmo St), El Pinto Road (Exp 83 to Benavides Elem), Obregon Street, and Paloma Street in Sullivan City, TX

Funds Available: **$ 157,900.00- 2013 Sullivan City Street Improvements**

Attachments

Requesting exemption Sullivan City

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 01:26 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Olga Lerma Started On: 05/28/2014 11:33 AM

Final Approval Date: 05/30/2014

Sullivan City
Engineering Services
Street Improvements
Years 26 (2013)
Grading-Ranking Grid

Criteria	S&B Infrastructure			SDI Engineering			Innovative Civil Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	18	19	20	15	18	16
Experience of Project Team	24	25	25	18	23	25	15	19	19
Experience/ Availability of Project Manager	20	20	17	16	20	16	14	20	18
Understanding of Project	25	23	25	18	20	25	16	17	23
Familiarity with Applicable Rules & Regulations	9	10	10	6	3	10	6	3	10
TOTALS	98	98	97	76	85	96	66	77	86
AVERAGES	293 % 3 = 97.67%			257 % 3 = 85.67%			229 % 3 = 76.34%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: This firm has provided information that shows they have registered and qualified team members		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: All of this information was provided.		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: They have 48 engineers, technicians & support staff. Project manager has more than the required type of projects.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All of this information is provided. RFQ is extremely well organized.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: They demonstrate a knowledge of governmental regulations and policies.		TOTAL 9
	Total Score	98

Firm/Participant's Name: S & B Infrastructure, LTD.

Evaluator: Judy Davila Department: Urban County Program

Project Name: Sullivan City 2013 Street Improvements Date: 4/1/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria but not well organized or easy to evaluate		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		98

Firm/Participant's Name: S & B Infrastructure, LTD.

Evaluator: _____ Department: Urban County Program

Project Name: Sullivan City 2013 Street Improvements Date: 5/23/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, SOQ well defined		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	05
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets Criteria; has ongoing projects with Hidalgo County		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	04
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Meets Criteria		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
	Total Score	97

Firm/Participant's Name: S&B Infrastructure, Ltd

Evaluator: _____ Department: Urban County Program

Project Name: 2013 Sullivan City Street Imp Project Date: March 31, 2014

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Provided the organizational chart and one license to practice.		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Since this firm is a bit smaller, they have fewer resources available		TOTAL 18
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Is registered but has less experience.		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Does identify information to be gathered but does not show appropriate knowledge of regulations/policies		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Does not have enough information regarding policies.		TOTAL 6
	Total Score	74

Firm/Participant's Name: SDI Engineering

Evaluator: Judy Davila Department: Urban County Program

Project Name: Sullivan City 2013 Street Improvements Date: 4/1/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets most Criteria, but needs to elaborate on Team Qualifications		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meets most criteria, but need to elaborate on STAFF experience		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Must address Knowledge of appropriate Federal rules & Regulations, information to be gathered RFQ responsiveness		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Needs to include narrative of Applicable rules & Regulations & address Knowledge & experience		TOTAL 3
	Total Score	85

Firm/Participant's Name: SDI Engineering

Evaluator: Antonio Baco Department: Urban County Program

Project Name: Sullivan City 2013 Street Improvements Date: 5/23/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, SOQ well defined		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	05
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets Criteria; has ongoing projects with Hidalgo County		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Meets Criteria; however not clear with involvement with tech. development of project.		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference Information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		96

Firm/Participant's Name: SDI Engineering, LLC

Evaluator: Oscar Garza Department: Urban County Program

Project Name: 2013 Sullivan City Street Imp. Project Date: March 31, 2014

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	7
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Shows organizational chart, has one project engineer, does not show licenses.		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Does not provide enough information regarding the ability of staff to efficiently perform the work		TOTAL 13
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	2
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Has at least five types of projects but lacks information on methodology.		TOTAL 14
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Is lacking alot of information regarding expenence w/ regulations and scope of services.		TOTAL 16
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Is lacking narrative which outlins regulations & policies.		TOTAL 6
	Total Score	66

Firm/Participant's Name: Innovative Civil Engineering

Evaluator: Judy Davila Department: Urban County Program

Project Name: Sullivan City 2013 Street Imp. (La Homa Road) Date: 4/1/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets most criteria, but must address Qualifications of the whole team		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Experience of team is not extensive, a new firm		TOTAL 19
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: RFQ information is not responsive to this questionaire		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must address Applicable rules & regulations A narrative was not included	Total Score	TOTAL 3 77

Firm/Participant's Name: Innovative Civil Engineering

Evaluator: Antonio Barco Department: Urban County Program

Project Name: Sullivan City 2013 Street Imp. (La Homa Road) Date: 5/23/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	08
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	03
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: No referencing on certifications/registrations etc; not clear on team qualifications as per SOQ		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	08
➢		
Comments/Rationale For Points: Composition & Reporting not clear for proposed project		TOTAL 19
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	05
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Unable to detect percentage of involvement as it relates to proposed project; SOQ no clear referencing on type of proposed project.		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	03
➢ Reference Information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		86

Firm/Participant's Name: Inovative Civil Engineering Services, Ltd

Evaluator: Oscar Garza Department: Urban County Program

Project Name: 2013 Sullivan City Street Imp. Project Date: March 31, 2014

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

May 28, 2014

Diana Serna, Director
Urban County Program
C/o Lupita Garcia, Program Coordinator
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Sullivan City Forfeited Funds

Dear Ms. Serna,

Please accept this letter as Precinct #3 request to submit an agenda item to the next commissioner's court, for selection of a professional service. Sullivan City was authorized to evaluate 3 firms for 2013 Street Improvement Project –Solar Lighting.

Should you need additional information, please do not hesitate to contact my office at (956)585-4509.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

AI-44603 **Urban County 11. B.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase fire station equipment (spreaders, quick kick ram support and twinline hose) for the Mercedes Fire Department. Purchase will be made from Hurst Jaws of Life (contract # EE08-13) an approved vendor through Hidalgo County's membership and participation with H-GAC. The total amount of purchase is $7,435.00 (quote attached) for the Mercedes Fire Department funded thru UCP FY 26 (2013) Mercedes – Fire Station/Equipment line item and the city's general funds.

BACKGROUND

The fire station/equipment (spreaders, quick kick ram support and twinline hose) purchased will be utilized at the Mercedes Fire Department. See attached quote.

Vendor: **Hurst Jaws of Life**
Purchase Amount: **$7,435.00**

Funds Available: $7,283.95 FY 26 (2013) Fire Station/Equipment
$ 510.30 City of Mercedes general funds (already provided)
$7,794.25

Any surplus funds will be returned to the City of Mercedes.

Attachments

City of Mercedes Fire Station Equipment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/21/2014 04:14 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Olga Lerma Started On: 05/19/2014 01:53 PM

Final Approval Date: 05/30/2014

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: HGAC
Name: Hurst Jaws of Life

Person Contacted: Paul Felegy
Contract #: EE08-13
Phone: 1-980-404-3639

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Hurst #362R533 KL32 Spreader w/ QD Couplers	1	8,275.00	7,861.25	7,861.25
2	Hurst #247R028 Quick Kick Ram Support	1	680.00	646.00	646.00
3	Hurst #353O022 30Ft Twinline Hose w/ QD Couplers	1	660.00	912.00	912.00
4	Freight Charge	1	50.00	50.00	50.00
5	Handling Fee	1	50.00	0.00	0.00
6	Spring Promotional Sale	1		-2,034.25	-2,034.25
				TOTAL	7,435.00

Recommendation: The City recommends purchase of the Fire Rescue Equipment from Hurst Jaws of Life

Requested By: Olga Rosas (USE BLUE INK) 05/13/2014 Date

UCP Deputy (USE BLUE INK) 5/15/14 Date

HURST JAWS OF LIFE®

QUOTATION

711 N. Post Road Shelby, NC 28150
Phone: (800) 562-5041 Fax (803) 551-4641

TO: Mercedes Fire Department

DATE: 5/13/2014
QUOTE NO. 5.13-1
QUOTE BY: Paul Felegy

RETURN FAX:
RETURN PHN:

CONTACT: Chief Garcia

RSM Cc:

REF: HGAC Contract # EE08-13

** Required fields

Qty	Item/Description	Part Number	UOM	List $$	HGAC $$	UNIT LIST	EXTENDED PRICE
1	KL-32 w/P.B. Arms w/QDs (Ship)	362R533	ea	$8,275.00	$7,861.25	$ 5,995.00	$ 5,995.00
1	C-Frame Ram Suppt LK841509190	247R028	ea	$680.00	$646.00	$ 680.00	$ 680.00
1	Twin Hose w/QDs 30ft/9M Orange	3530022	ea	$660.00	Streamline Bid	$ 660.00	$ 660.00
1	Handling fee		ea		$50.00	$ 50.00	$ 50.00
1	Freight		ea			$ 50.00	$ 50.00
			QUOTE TOTAL				$ 7,435.00

Estimated shipp 75 lbs

Pricing: US Dollars
Payment Terms: Cash In Advance unless previous terms have been negotiated
Shipping FCA Origin: Shelby, NC 28150
Standard Terms and Conditions of Hurst Division of Hale Products apply
Standard Delivery: 8 weeks or less from Receipt of Firm Purchase Order, Call for Special order
End user information is required on all export shipments pursuant to US Customs regulations at time of purchase order entry.
Offer good for 90 days from date of this quotation

Thank you for your interest in Hurst Jaws of Life® Products
1-800-562-5041 www.jawsoflife.com

Hurst Jaws of Life
General Terms and Conditions of Sale
(Effective as of January 1, 2013)

The following terms and conditions shall apply unless and except to the extent Hurst Laws of Life may specifically agree otherwise in a written contract or agreement with Purchaser or specifically state otherwise in a written quotation issued to Purchaser.

Orders

Orders must contain the following information at a minimum: Purchaser Name; Address and Fax Number; Purchaser Contact Name, Email Address, & Telephone Number; Hurst Jaws of Life Part Number; Item Description; Item Quantity; Item Price; Requested Ship Date; Ship to Location; All pertinent logistics information to insure correct processing
If an order is submitted in response to a specific quotation or proposal issued by Hurst Jaws of Life, the quotation or proposal must be referenced in the order and state that it is submitted pursuant to such quotation or proposal.
All orders must satisfy any Hurst Jaws of Life minimum order requirements. Hurst Jaws of Life's normal minimum order is US$100.
All orders are subject to acceptance by Hurst Jaws of Life, and Hurst Jaws of Life shall have no obligation under any order unless and until the same is accepted by Hurst Jaws of Life and a confirmation of acceptance has been issued to Purchaser. To be effective, a confirmation of acceptance must be given in writing or by fax, email or other electronic media.
Unless and except to the extent specifically stated otherwise in Hurst Jaws of Life's confirmation of acceptance, Hurst Jaws of Life's acceptance of an order shall always be upon and subject to these Terms and Conditions of Sale, and any different or additional terms and conditions set forth or referenced in Purchaser's order or otherwise are rejected and shall not apply.
Hurst Jaws of Life shall have the right to refuse to accept any order for any reason.
Price sheets and other literature are not offers to sell by Hurst Jaws of Life.

Order Cancellations

All requests to cancel an order must be submitted to Hurst Jaws of Life in writing.
A request to delay or change shipment after an item has been scheduled for production or shipment may be treated as a cancellation.
Orders may be canceled only upon payment of cancellation charges as determined by Hurst Jaws of Life. Cancellation charges may include production cost, engineering expense, selling expense, a reasonable amount for overhead, and a reasonable amount for profit. If an order includes items to special specifications or sizes or of types not in general production, cancellation charges will include payment for all special work.
A minimum 15% cancellation charge will be assessed on all order cancellations.
If, through no fault of Purchaser, the scheduled shipping date is missed by more than 30 days, no cancellation fee shall be assessed against Purchaser if the order is cancelled due to late shipment.

Shipping and Dimensions, Sizes and Weights

Scheduled shipping dates are approximate only and not guaranteed and are subject to timely receipt of all necessary information and documentation from Purchaser.
Unless and except to the extent an order expressly states on its face that no partial shipments are allowed and/or that no early shipments are allowed, Hurst shall have the right to make partial shipments and to make shipments prior to the scheduled ship date on the order confirmation.
Shipping terms for all orders are FCA (Incoterms 2010) Hurst Jaws of Life, 711 North Post Road Shelby, NC 28150 USA, unless otherwise specified in Hurst Jaws of Life's confirmation of acceptance of an order.
Freight allowances will be considered only for orders with a net order value $5,000 and over. Hurst Jaws of Life shall have the right to designate carrier and routing whenever freight is allowed. Where freight is not allowed, Purchaser's designated carriers will be used where practical; provided, however, that Hurst Jaws of Life has the right to designate other carriers and routing to the extent Hurst Jaws of Life deems necessary or appropriate. Where freight is not allowed, the freight charge will be prepaid and added to the invoice.
Prices include standard packaging and packing only. Any export or other special packaging or packing requested by Purchaser shall result in additional charges.
Published dimensions, sizes and weights are approximate only and are not guaranteed. Certified dimension drawings of an item may be obtained from Hurst Jaws of Life at US$25 per set.
A flat handling fee of US$50 will be charged on orders $5,000 and above or with freight allowances.
Hurst Jaws of Life shall have the right to refuse to ship items to any person or entity *or any destination or for any use that it believes to be unlawful.*

Pricing and Payment Terms

All orders shall be Cash-In-Advance, Pre-Pay unless other credit terms are established in writing with Hurst Jaws of Life. Unless specifically stated otherwise in a written quotation, proposal or Special Pricing Notification (SPN) authorized on behalf of Hurst Jaws of Life.
All prices shall be based on Purchaser's standard discount (if any) and Hurst Jaws of Life's published price list in effect on the date the order is placed
The standard payment terms for the purchase price of items and other amounts payable by Purchaser shall be 1% 10, net 30 days from date of invoice
No order shall be accepted that reflects pricing that differs from Purchaser's standard discount (if any) or Hurst Jaws of Life's published price list in effect on the date the order is placed or payment terms that differ from 1% 10, net 30 days after invoice, unless accompanied by a copy of a duly signed written quotation, proposal or Special Pricing Notification (SPN) reflecting such different pricing or payment terms.
Invoices may be issued at any time after shipment. Partial shipment may be invoiced as the partial shipments are made.
Interest at the rate of 1.5 % per month may be charged on all overdue amounts.
If Purchaser's account with Hurst Jaws of Life or any other IDEX unit should become past due or, in the judgment of Hurst Jaws of Life, Purchaser's financial condition does not justify continuance of production or shipment on the applicable payment terms, Hurst Jaws of Life may, at its sole discretion, suspend production or shipment and require full or partial payment in advance of production or shipment.
In the event Hurst Jaws of Life has completed and prepared items for shipment and shipment is delayed by Purchaser for any reason, Hurst Jaws of Life may invoice Purchaser as if shipment had been made and the amount invoiced shall be due and payable as if shipment had been made. After invoice, items held by Hurst Jaws of Life as a result of a delay in shipment by Purchaser shall be held are at the risk and expense of Purchaser.

Title and Risks

Hurst Jaws of Life will cease to have any responsibility for items and title and all risk of loss or damage to items shall pass to Purchaser in accordance with the applicable shipping term.
Purchaser should make a visual inspection of shipping containers and packages for obvious damage before "signing off" on the carrier's receipt. If damage is noted, it should be so indicated on the carrier's receipt before acceptance. Lack of damage to the outside of a shipping container or package does not guarantee undamaged contents. Purchaser should open shipping containers and packages and inspect contents promptly after receipt. If contents are damaged, Purchaser should contact the carrier immediately. If contents do not match the order, Purchaser must notify Hurst Jaws of Life immediately.
Any shortages or order differences reported to Hurst Jaws of Life more than 30 days after shipment or 10 days after receipt will not be eligible for return, replacement or adjustment by Hurst Jaws of Life.

Returns

Hurst Jaws of Life will only consider accepting returns of items shipped within the last 12 months. No returns shall be accepted by Hurst Jaws of Life unless accompanied by a Return Goods Authorization (RGA) issued by Hurst Jaws of Life. Hurst Jaws of Life shall have no obligation to issue an RGA. In order to be returnable, items must be new, unused, the same as items currently being offered for sale by Hurst Jaws of Life, and in their original packaging with all associated documents, such as warranty cards and user manuals. Items which are no longer available, discontinued, obsolete, or special order/production, or otherwise deemed not returnable will not be accepted for return. Hurst Jaws of Life reserves the sole right to determine the returnability of items. Items which are received in non-returnable condition will be handled in one of the following ways:

1. Destroyed with Purchaser's approval
2. Returned to Purchaser at its expense
3. Refurbished and returned to Purchaser at its expense with its approval
4. Partial credit issued to Purchaser at the sole discretion of Hurst Jaws of Life

Hurst Jaws of Life will have no responsibility or liability in connection with items returned without an RGA. Returns arriving without a RGA may be refused. All items returned must be properly packed and identified in accordance with the RGA.
All costs and expenses associated with returns shall be borne by Purchaser. Return costs and expenses may include labor, material, administrative, and any other costs and expenses arising out of the return. A minimum 20% restocking charge will be assessed on all returns. If credit is to be allowed on returned items, any credit will be subject to and conditioned the receipt of the returned items in new, unused, undamaged and saleable condition.
Hurst Jaws of Life may accept a return and waive the restocking or cancellation fee in the event Hurst Jaws of Life had made an error such as an incorrect part number or a duplicate order or other similar circumstance.
All returns are at Purchaser's sole risk and expense, and any shipping charges on returned items shall be paid by Purchaser. No collect shipments will be accepted unless authorized in writing in advance by Hurst Jaws of Life.

Designs, Materials, Components and Discontinuance

Hurst Jaws of Life may make changes and modifications to the design of any item at any time without affecting any order or making the same changes and modifications to any previously produced or sold item. Items shown in catalogs, advertisements or other literature may vary from the actual items shipped in design, look or content. Hurst Jaws of Life may substitute materials, components and parts for any item at any time without affecting any order or making the same changes and modifications to any previously produced or sold item. Hurst Jaws of Life may discontinue the production and sale of any item at any time without incurring any liability or obligation in connection with any order or any previously produced or sold item.

Taxes

Purchaser shall pay all sales, use, value added and other taxes, all duties and tariffs, and all other amounts payable to any governmental authority, whether or not presently in effect, imposed upon or payable with respect to the manufacture, sale, transportation, possession, use or delivery of any item purchased by Purchaser, except that Purchaser shall not be required to pay any tax imposed upon or measured by the income of Hurst Jaws of Life. In the event Hurst Jaws of Life should be required to pay any such tax, duty or tariff, or other amount, Purchaser shall promptly reimburse Hurst Jaws of Life for such tax, duty or tariff, or other amount on demand.
Any claim by Purchaser that an order is not subject to tax, duty or tariff, or other amount payable to a governmental authority must be supported by any appropriate exemption certificate or other documentation acceptable to tax and custom authorities. Unless a current copy of an appropriate tax exemption certificate or other acceptable documentation is on file at Hurst Jaws of Life, all such documentation must be submitted to Hurst Jaws of Life with the order.

Installation, Operation and Maintenance

Hurst Jaws of Life's installation, operation, and maintenance instructions assume the existence of normal factors and conditions and do not allow for any special factors or conditions that may exist during actual use. Purchaser shall be responsible for ensuring that only properly trained and qualified personnel install, operate and maintain items products purchased from Hurst Jaws of Life.

Warranty

Hurst Hydraulic Products

(Hurst® Low Pressure Rescue Tools, Hurst® High Pressure Rescue Tools, eDRAULIC™ Rescue Tools, and Mini Lite™ Rescue Tools)

Hurst®, Hurst Jaws of Life®, eDRAULIC™ and Mini Lite™ rescue tools ("Tools") sold by Hurst are warranted by Hurst to be free from defects in material and workmanship for a period of 2 years from the date of shipment by Hurst ("Standard Warranty Period").
During the Standard Warranty Period, Hurst will repair or, at its option, replace at no charge any Tool or original or warranty replacement Tool part that Hurst determines to have failed during normal and proper use due to a defect in material or workmanship. Any repaired or replacement Tool or Tool part shall be warranted only for the remainder of the original Standard Warranty Period. If requested by Hurst, a Tool or Tool part that is claimed to be defective must be delivered to Hurst or an authorized Hurst dealer for inspection and evaluation. Any Tool or Tool part that is replaced shall be the sole property of Hurst and must be returned to Hurst upon request. Hurst shall have the right to use repaired and reconditioned Tools and Tool parts for warranty repairs and replacements.
This Standard Warranty protects only the original purchaser and does not apply to subsequent purchasers or to any Tools sold as "Used" or "Reconditioned", or any rescue tools other than Hurst®, Hurst Jaws of Life®, eDRAULIC™ and Mini Lite™ rescue tools.
This Standard Warranty is conditioned upon and subject to:

- Registration of the Tool with Hurst by the original purchaser, within 90 days after the date of original purchase from Hurst or an authorized Hurst dealer. Instructions for registration of the Tool with Hurst are included with the Tool and can also be obtained by contacting Hurst's Customer Service Department by telephone at (800)562-5041or by email at contacthurst@idexcorp.com.
- Annual service of the Tool by an authorized Hurst dealer during the Standard Warranty Period.

This Standard Warranty does not apply to:

- Damage to a Tool or Tool part occurring during or after shipment (claims of damage during shipment should be presented to the carrier)
- Normal wear and tear and consumable Tool parts and items, including, but not limited to seal rings, plunger blocks, couplings, cutter blades, hoses and other rubber components, and fluids
- Any issue related or attributable to abnormal or improper use or mishandling of a Tool, including, but not limited to, use for a purpose other than extrication and rescue
- Any issue related or attributable to failure to follow and strictly adhere to maintenance and inspection instructions and guidelines contained in the Owner's Manual provided with a Tool or any maintenance or inspection bulletins or notices provided by Hurst
- Any issue related or attributable to failure to follow and strictly adhere to operating and use instructions and guidelines contained in the Owner's Manual provided with a Tool or any operating and use bulletins or notices provided by Hurst
- Any issue related or attributable to repair or installation of a Tool or Tool part by persons other than Hurst or an authorized Hurst distributor
- Any issue related or attributable to rusting or corrosion of a Tool or Tool part
- Any Tool or Tool part that is changed, altered or modified unless the change, alteration or modification is made by Hurst or strictly in accordance with Hurst's written directions and instructions
- Any issue with a Tool or Tool part related or attributable to failure or substandard performance of any other manufacturer's equipment, system, product, component or part
- Any Hurst®, Hurst Jaws of Life®, eDRAULIC™ or Mini Lite™ brand products other than rescue tools
- Any engines, motors or batteries (Any warranty with respect to engines, motors and batteries shall be limited to a pass through of the warranty (if any) furnished by the manufacturer of such items.)
- Any accessories (including Mini Lite™ speed pumps), spare or non-warranty replacement parts, or other products that may be sold either with or separate from Tools (Any warranty with respect to such accessories, spare or replacement parts, and other products shall be limited to a pass through of the warranty (if any) furnished by the manufacturer of such items. For accessories and spare and non-warranty replacement parts manufactured by Hurst, see the Hurst®, Hurst Jaws of Life®, eDRAULIC™ and Mini Lite™ Rescue Tool Accessories and Parts Warranty.)

The above warranty and remedies are the sole and exclusive warranty and remedies offered by Hurst with respect to Hurst®, Hurst Jaws of Life®, eDRAULIC™ and Mini Lite™ rescue tools and are in lieu of any and all other warranties and remedies, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
Unless and except to the extent mandated otherwise by law, under no circumstances shall Hurst have (i) any liability or obligation to the original purchaser or any other person for any claim, loss, damage, injury, liability, obligation, cost or expense that directly or indirectly relates to or arises out of the use or failure of any Hurst®, Hurst Jaws of Life®, eDRAULIC™ or Mini Lite™ rescue tool, other than as expressly set forth in this limited lifetime warranty, or (ii) any liability in connection with any Hurst®, Hurst Jaws of Life®, eDRAULIC™ or Mini Lite™ rescue tool for indirect, special, punitive or consequential damages, including, but not limited to, loss of sales, loss of profits, down time, loss of production, loss of contracts, or damage to reputation or good will, whether or not Hurst was aware of or advised of the possibility of such damages.
In any event, unless and except to the extent mandated otherwise by law, Hurst's liability in connection with any Hurst®, Hurst Jaws of Life®, eDRAULIC™ or Mini Lite™ rescue tool shall be limited to the original price paid to Hurst for such rescue tool.

Vetter Pneumatic Products

(Vetter™ Rescue Equipment, Vetter™ HazMat Equipment, and Vetter™ Pipe Sealing Equipment)

Hurst Jaws of Life® warrants the Vetter® brand products that it sells to be free from defects in material and workmanship for the following warranty period after shipment by Hurst when properly installed, operated and maintained and used under normal conditions of use:
Vetter® 3 years for lifting bags; 2 years for non-industrial products and 1 year for industrial products
During the applicable warranty period, Hurst will repair or, at Hurst's sole option, replace a defective product without charge. Any repaired or replacement product shall be warranted only for the remainder of the original warranty period.
Any item that is replaced shall be the sole property of Hurst and be returned to it upon request.
The above warranty does not cover:

- any product set up or installed by unauthorized or untrained personnel
- any product damaged after delivery
- any product improperly set up, installed, operated or maintained
- any product used under abnormal conditions
- any product subjected to misuse or abuse
- any product altered or modified in any respect
- any failure or substandard performance directly or indirectly attributable to any system, product, component or part not supplied by Hurst with which or into which a product sold by Hurst is used, installed or incorporated

incorporated
- rubber hoses or other rubber components
- any products sold as a used or reconditioned item
- any products other than Vetter® brand products

Any warranty with respect to any products other than Vetter® brand products that may be sold by Hurst shall be limited to a pass through of the warranty (if any) furnished by the manufacturers of such products.
The above warranty is conditioned upon the timely return and delivery to Hurst of a warranty registration card and, if requested by Hurst, the return to it for inspection and evaluation of the product claimed to be defective.
Hurst shall have the right to use repaired and reconditioned components and parts for warranty repairs and replacements.
THE ABOVE WARRANTY AND REMEDIES ARE THE EXCLUSIVE WARRANTY AND REMEDIES OFFERED BY HURST, AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Airshore Lifting & Shoring Products

(Airshore Rescue or Trench Equipment)

Hurst Jaws of Life® warrants the Airshore® brand products that it sells to be free from defects in material and workmanship for the following warranty period after shipment by Hurst when properly installed, operated and maintained and used under normal conditions of use:
Airshore® - 2 years for non-industrial products and 1 year for industrial products
During the applicable warranty period, Hurst will repair or, at Hurst's sole option, replace a defective product without charge. Any repaired or replacement product shall be warranted only for the remainder of the original warranty period.

Any item that is replaced shall be the sole property of Hurst and be returned to it upon request.
The above warranty does not cover:
- any product set up or installed by unauthorized or untrained personnel
- any product damaged after delivery
- any product improperly set up, installed, operated or maintained
- any product used under abnormal conditions
- any product subjected to misuse or abuse
- any product altered or modified in any respect
- any failure or substandard performance directly or indirectly attributable to any system, product, component or part not supplied by Hurst with which or into which a product sold by Hurst is used, installed or incorporated
- rubber hoses or other rubber components
- any products sold as a used or reconditioned item
- any products other than Airshore® brand products

Any warranty with respect to any products other than Airshore® brand products that may be sold by Hurst shall be limited to a pass through of the warranty (if any) furnished by the manufacturers of such products.
The above warranty is conditioned upon the timely return and delivery to Hurst of a warranty registration card and, if requested by Hurst, the return to it for inspection and evaluation of the product claimed to be defective.
Hurst shall have the right to use repaired and reconditioned components and parts for warranty repairs and replacements.
THE ABOVE WARRANTY AND REMEDIES ARE THE EXCLUSIVE WARRANTY AND REMEDIES OFFERED BY HURST, AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Hurst Accessories and Parts

(Hurst®, Hurst Jaws of Life® and eDRAULIC™ Rescue Tool Accessories and Parts)

Hurst®, Hurst Jaws of Life® and eDRAULIC™ rescue tool accessories ("Accessories") and parts ("Parts") are warranted by Hurst to be free from defects in material and workmanship for the 2 years from the date of shipment by Hurst("Warranty Period").
During the Warranty Period, Hurst will repair or, at its option, replace at no charge any Accessory or Part that Hurst determines to have failed during normal and proper use due to a defect in material or workmanship. Any repaired or replacement Accessory or Part shall be warranted only for the remainder of the original Warranty Period. If requested by Hurst, an Accessory or Part that is claimed to be defective must be delivered to Hurst or an authorized Hurst dealer for inspection and evaluation. Any Accessory or Part that is replaced shall be the sole property of Hurst and must be returned to Hurst upon request. Hurst shall have the right to use repaired and reconditioned Accessories and Parts for warranty repairs and replacements.
This Warranty protects only the original purchaser and does not apply to subsequent purchasers or to any Accessories or Parts sold as "Used" or "Reconditioned".
This Warranty does not apply to:
- Damage to an Accessory or Part occurring during or after shipment (claims of damage during shipment should be presented to the carrier)
- Normal wear and tear and consumable Parts, including, but not limited to seal rings, plunger blocks, couplings, cutter blades, hoses and other rubber components, and fluids
- Any issue related or attributable to abnormal or improper use or mishandling of a rescue tool, Accessory or Part, including, but not limited to, use of a rescue tool for a purpose other than extrication and rescue
- Any issue related or attributable to failure to follow and strictly adhere to maintenance and inspection instructions and guidelines contained in the Owner's Manual provided with a rescue tool, Accessory or Part or any maintenance or inspection bulletins or notices provided by Hurst
- Any issue related or attributable to failure to follow and strictly adhere to operating and use instructions and guidelines contained in the Owner's Manual provided with a rescue tool, Accessory or Part or any operating and use bulletins or notices provided by Hurst
- Any issue related or attributable to repair or installation of a rescue tool, Accessory or Part by persons other than Hurst or an authorized Hurst distributor
- Any issue related or attributable to rusting or corrosion of a rescue tool, Accessory or Part
- Any Accessory or Part that is changed, altered or modified or used with a rescue tool that is changed, altered or modified unless the change, alteration or modification is made by Hurst or strictly in accordance with Hurst's written directions and instructions
- Any issue with a Accessory or Part related or attributable to failure or substandard performance of any other manufacturer's equipment, system, product, component or part
- Any Accessory or Part used with any rescue tool other than a Hurst®, Hurst Jaws of Life® or eDRAULIC™ rescue tool

The above warranty and remedies are the sole and exclusive warranty and remedies offered by Hurst with respect to Hurst®, Hurst Jaws of Life® and eDRAULIC™ rescue tool accessories and parts and are in lieu of any and all other warranties and remedies, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
Unless and except to the extent mandated otherwise by law, under no circumstances shall Hurst have (i) any liability or obligation to the original purchaser or any other person for any claim, loss, damage, injury, liability, obligation, cost or expense that directly or indirectly relates to or arises out of the use or failure of any Hurst®, Hurst Jaws of Life® or eDRAULIC™ rescue tool accessory or part, other than as expressly set forth in this limited lifetime warranty, or (ii) any liability in connection with any Hurst®, Hurst Jaws of Life® or eDRAULIC™ rescue tool accessory or part for indirect, special, punitive or consequential damages, including, but not limited to, loss of sales, loss of profits, down time, loss of production, loss of contracts, or damage to reputation or good will, whether or not Hurst was aware of or advised of the possibility of such damages.
In any event, unless and except to the extent mandated otherwise by law, Hurst's liability in connection with any Hurst®, Hurst Jaws of Life® or eDRAULIC™ rescue tool accessory or part shall be limited to the original price paid to Hurst for such accessory or part.

THE WARRANTIES REFERRED TO ABOVE AND REMEDIES PROVIDED THEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY HUST JAWS OF LIFE WITH RESPECT TO PRODUCTS, ACCESSORIES AND PARTS AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Liability Limitations

UNLESS AND EXCEPT TO THE EXTENT MANDATED OTHERWISE BY LAW, UNDER NO CIRCUMSTANCES SHALL HUST JAWS OF LIFE HAVE (I) ANY LIABILITY OR OBLIGATION TO PURCHASER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, INJURY, LIABILITY, OBLIGATION, COST OR EXPENSE THAT DIRECTLY OR INDIRECTLY RELATES TO OR ARISES OUT OF THE USE OR FAILURE OF ANY PRODUCT, ACCESSORY OR PART OTHER THAN AS EXPRESSLY SET FORTH IN THE WARRANTIES REFERRED TO UNDER "WARRANTY" ABOVE, OR (II) ANY LIABILITY IN CONNECTION WITH ANY PRODUCT, ACCESSORY OR PART FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF SALES, LOSS OF PROFITS, DOWN TIME, LOSS OF PRODUCTION, LOSS OF CONTRACTS, OR DAMAGE TO REPUTATION OR GOOD WILL, WHETHER OR NOT HUST JAWS OF LIFE WAS AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, UNLESS AND EXCEPT TO THE EXTENT MANDATED OTHERWISE BY LAW, HUST JAWS OF LIFE'S LIABILITY IN CONNECTION WITH ANY PRODUCT, ACCESSORY OR PART SHALL BE LIMITED TO THE ORIGINAL PRICE PAID TO HUST JAWS OF LIFE FOR SUCH PRODUCT, ACCESSORY OR PART.

Export Controls

Items sold by Hurst Jaws of Life and related technical information, data, documents and materials are subject to export controls under U.S. Export Administration Regulations and U.S. Department of the Treasury embargo regulations. Purchaser shall strictly comply with all such export controls, shall fully cooperate with Hurst Jaws of Life in any official or unofficial investigation, audit or inspection that relates to any of such controls, and shall not export, re-export, divert or transfer, directly or indirectly, any Products, Parts or Accessories or related technical information, data, documents or materials to any party on any U.S. denied party list or destination subject to an embargo or for any use that is otherwise prohibited pursuant to such controls, unless and until Purchaser obtains all required U.S. governmental and regulatory approvals, authorizations and licenses.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	EE08-13	Date Prepared:	04/15/2014

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Mercedes Fire Department	**Contractor:**	Hurst Jaws of Life
Contact Person:	Chief Jaime Garcia	**Prepared By:**	Paul Felegy, Central Regional Sales Manager
Phone:	956-565-7755	**Phone:**	980-404-3639
Fax:		**Fax:**	
Email:	jgarcia@city ofmercedes.net	**Email:**	pfelegy@idexcorp.com

Product Code:	**BEC**	**Description:**	**Hurst Jaws of Life KL-32 LP 32" Spreader w/ QD Couplings IPO Streamline**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 7861.25

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Hurst Quick Kick Ram Support	646		
Hurst 30' Hose	912		
Freight Charge	50		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	1608

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X **Subtotal of A + B + C:**	9469.25	=	**Subtotal D:**	9469.25

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Spring Promotional Sale	-2034.25		
		Subtotal E:	-2034.25

Delivery Date:	**Est. 5/15/14**	**F. Total Purchase Price (D+E):**	7435

HGACBuy
THE SMART PURCHASING SOLUTION

Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at: 713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

Hurst Base Bid				
Spreaders				
Qty		Discription		Ext. Total
	Hurst Products	SP300E eDraulic Spreader, 10,000 psi, 25,000 lbs max. spreading force, 24" spreading distance.	$11,210.00	$0.00
	Hurst Products	ML 28 Defender (5,000 psi) 44,000 lbs max. spreading force, 28" spreading distance.	$7,766.25	$0.00
1	Hurst Products	KL 32 (5,000 psi) 26,077 lbs max.Spreading Force, 42.4" Spreading Distance	$7,861.25	$7,861.25
	Hurst Products	SP300 (10,000 psi) 25,000 lbs max. spreading force, 24" spreading distance.	$7,766.25	$0.00
	Hurst Products	SP310 (10,000 psi) 57,550 lbs spreading force, 28.3" Spreading Distance	$7,766.25	$0.00
	Hurst Products	SP510 (10,000 psi) 51,700 lbs spreading force, 31.5" Spreading Distance	$7,861.25	$0.00
	Hurst Products	SP512 (10,000 psi) 28,700 lbs spreading force, 24" spreading distance	$7,861.25	$0.00
Cutters				
	Hurst Products	S700E eDraulic Cutter (10,000 psi)- NFPA Rating A8-B9-C8-D9-E9-Max Opening 7.1"	$10,640.00	$0.00
	Hurst Products	S311E eDraulic Cutter (10,000 psi)- NFPA Rating A7-B8-C6-D7-E7- Max. Opening 5.91"	$9,310.00	$0.00
	Hurst Products	Extractor II (curved blade 5,000 psi)NFPA Rating A7-B7-C6-D7-E7- Max. Opening 6"	$4,892.50	$0.00
	Hurst Products	MOC II (curved blade 5,000 psi) NFPA Rating A7-B9-C6-D7-E8 Max Opening 7"	$5,486.25	$0.00
	Hurst Products	JL500 (Curved Blade 5,000 psi) NFPA A7-B9-C7-D8-E9 Max. Opening 7.64"	$5,700.00	$0.00
	Hurst Products	MOC Ultra (curved blade 5,000 psi) NFPA Rating A7-B7-C7-D7-E8 Max Opening 5.2"	$5,581.25	$0.00
	Hurst Products	S311 (curved blade 10,000 psi) NFPA Rating A7-B7-C7-D8-E8 Max Opening 8.9"	$4,892.50	$0.00
	Hurst Products	S510 (curved blade 10,000 psi) NFPA Rating A8-B9-C7-D8-E9, Max. Opening 7.2"	$5,486.25	$0.00
	Hurst Products	S530 (straight blade 10,000 psi) NFPA Rating A8-B7-C7-D8-E9 Max. Opening 11.1"	$5,391.25	$0.00
	Hurst Products	S511(curved blade 10,000 psi) NFPA Rating A8-B8-C7-D8-E9, Max. Opening 5.9"	$5,581.25	$0.00
	Hurst Products	S700 (curved blade 10,000 psi) NFPA Rating A8-B9-C8-D9-E9, Max. Opening 7.1"	$6,080.00	$0.00
	Hurst Products	S120 Pedal/Cable Cutter (10,00 psi) NFPA A4-B3-C2-D3-E3, Max. Opening 2.04"	$3,515.00	$0.00
Combination Spreader/Cutter Tools				
	Hurst Products	SC350E eDraulic Combi (10,000 psi) 85,430 lbs spreading force, 14.1" Spreading Distance, NFPA Rating A6-B7-C7-D7-E7	$11,970.00	$0.00
	Hurst Products	SC250E eDraulic Combi (10,000 psi) 22,480 lbs Spreading Force, 13" Spreading Distance. NFPA Rating A6-B6-C6-D7-E7	$11,400.00	$0.00

	Hurst Products	Extractor C (5,000 psi) 25,279 lbs spreading force, 14.1" spreading distance, NFPA Rating A6-B7-C6-D7-E7	$5,890.00	$0.00
	Hurst Products	MOC Combi (5,000 psi) 43,388 lbs Spreading Force, 16.72" Spreading Distance, NFPA Rating A7-B9-C7-D9-E9	$6,673.75	$0.00
	Hurst Products	SC357 Combi (10,000 psi) 85,998 lbs spreading force, 14.4" Spreading Distance, NFPA Rating A7-B7-C7-D7-E7	$5,890.00	$0.00
	Hurst Products	SC557 Combi (10,000 psi) 50,500 lbs Spreading Force, 16.9" Spreading Distance, NFPA Rating A8-B9-C8-D9-E9	$6,483.75	$0.00
Rams				
	Hurst Products	R411E Ram (10,000 psi) Push Force 23,156 lbs.,Max. extended length 35.6"	$7,980.00	$0.00
	Hurst Products	T-41 (5,000 psi telescoping) Push Force - 29,830 lbs., Max. extended length 41.3"	$4,393.75	$0.00
	Hurst Products	T-59 (5,000 psi telescoping) Push Force - 29,830 lbs., Max. extended length 59.1"	$4,607.50	$0.00
	Hurst Products	JL-20C (5,000 psi push-pull) Push Force-15,708 lbs., Max. extended length 22"	$2,826.25	$0.00
	Hurst Products	JL-30C (5,000 psi push -pull) Push Force 15,708 lbs, Max. extended length 36"	$2,921.25	$0.00
	Hurst Products	JL- 60C (5,000 psi push-pull)Push Force 15,708 lbs, Max. extended length 60"	$3,016.25	$0.00
	Hurst Products	R430 (10,000 psi 3 stage telescoping) Push Force 60,000 lbs, Max. extended length 51.3"	$5,201.25	$0.00
	Hurst Products	R410 (10,000 psi push-pull) Push Force 30,800 lbs. Max extended length 41.4"	$2,826.25	$0.00
	Hurst Products	R412 (10,000 psi push-pull) Push Force 30,800 lbs. Max extended length 46.5"	$2,921.25	$0.00
	Hurst Products	R414 (10,000 psi push-pull) Push Force 27,600 lbs. Max extended length 63"	$3,016.25	$0.00
	Hurst Products	R420 (10,000 psi telescoping) Push Force 60,000, Max. extended length 41.4"	$4,417.50	$0.00
	Hurst Products	R422(10,000 psi telescoping) Push Force 60,000, Max. extended length 50.8"	$4,512.50	$0.00
	Hurst Products	R424 (10,000 psi telescoping) Push Force 60,000, Max. extended length 59"	$4,607.50	$0.00
Stabilization/Shoring Struts				
	Hurst-Airshore	Airshore Quick Strut Stabilization Kit (Two (2)Quick Strut's & Carrying Case)	$1,890.50	$0.00
	Hurst-Airshore	Airshore ART-A Static Strut (Manual, Telescoping) extended length - 28" **(other models available up to 67" Extended Length)**	$498.75	$0.00
	Hurst-Airshore	ART-E4.5-7 Static Strut (manual, telescoping) extended length- 84"	$798.00	$0.00

	Hurst-Airshore	ART-E Static Strut (manual, telescoping).extended length -97"	$798.00	$0.00
	Hurst-Airshore	ART F7-11 Static Strut (manual, telescoping), extended length -132"	$897.75	$0.00
	Hurst-Airshore	ART-F Static Strut (manual, telescoping) extended length 144"	$997.50	$0.00
Air Lift Rescue Bags				
	Hurst-Vetter	HK1 (high pressure), Lift Capacity - 2,000 lbs., Inflation height - 3", Deflated dimensions - 6" x 6" **(Other models available up to 140,400 lbs. Lift Capacity, Inflation height - 20.0")**	$356.25	$0.00
	Hurst-Vetter	UF-1- Ultra Flat(high pressure 116 psi) Lift Capacity 1.1 US Tons, Inflation Height 3", Deflated Dimension 5.5"x5.1"x.5" **(Other models available up t 10.58 US Tons with 8" lifting height)**	$323.00	$0.00
	Hurst-Vetter	V1- Aramide Lifting Bags (high pressure 116 psi)Lift Capacity 1.1 US Tons, Inflation height 3", deflated dimension 5.5"x5.1"x1" **(Other models available up to 74.63 US Tons with lifting height of 20.5"**	$270.75	$0.00
	Hurst-Vetter	V1 S. Tec- Lifting Bags (high pressure 145psi)Lift Capacity 1.3 US Tons, Inflation height 7.5", deflated dimension 5.5"x5.1"x1" **(Other models available up to 93.3 US Tons with lifting height of 20.5"**	$285.00	$0.00
	Hurst-Vetter	Set 1/6- Lifting Bags (medium pressure 14.5 psi) Lift Capacity 3.3 US Tons, Inflation Height of 18"- Deflated dimension of 25.6"x8" **(Other Models available up to 24.9 US Tons-with lifting height of 43")**	$4,758.55	$0.00

Total Base Bid Options	**$7,861.25**

Hurst Published Options

QTY.	Part #	Discription	Price	TTl.
	272080410	Each Additional 25.2 Volt Lithium Ion Battery	$532.00	$0.00
	2722080411	Additional Charger for eDraulic Batteries(base bd includes 1 charger w/ each tool)	$503.50	$0.00
	272080412	110 Volt Adpater Plug for eDraulic Tools	$503.50	$0.00
	274081000	Extension for R411E Ram	$304.00	$0.00
	272208041X	Delete Charger, Two (2) Batteries From Base Edraulic Tool	-$1,567.50	$0.00
	272080910	eDRAULIC Four (4) Battery Bank Charger -	$1,662.50	$0.00
	375730000	Hurst LP JL QG Power Unit	$9,262.50	$0.00
	375740000	Hurst LP JL QG ES Power Unit	$9,975.00	$0.00
	375710000	Hurst LP JL SG Power Unit	$7,766.25	$0.00
	375720000	Hurst LP SG ES Power Unit	$8,478.75	$0.00
	375760000	Hurst LP JL SE Electric (60 HZ)	$7,766.25	$0.00
	363R301	ML-2H-AV Mini Mate Simo	Obsolete	
	363R302	Mini Mate Simo	Obsolete	
	375070000	ML-630-SG	$7,766.25	$0.00
	363R310	JL-AC-TR Trimo Power Unit	$8,763.75	$0.00
	363R336	Yanmar Diesel Streamline PU	$11,352.50	$0.00
	273055000	Hurst SC25M Unitool	$4,987.50	$0.00
1	353R324	30' Hose Stramline - Orange, Blue, Green	$912.00	$912.00
	353R321	16' Hose Stramline - Orange, Blue, Green	$722.00	$0.00
	353R327	100' Hose Stramline - Orange, Blue, Green	$1,662.50	$0.00
	180R017	1 Gallon Hurst Blue Fluid	$114.00	$0.00
1	247R028	C-Frame Ram Support- Quick Kick	$646.00	$646.00
	84150/9174	LSS Step Chock w/ Wedge	$152.00	$0.00
	84150/9172	LSS Block & Wedge Set 1	$308.75	$0.00
	84150/9173	LSS Block & Wedge Set 2	$608.00	$0.00
	101R038	Ram Extension Set	$712.50	$0.00
	257R037	Ram Attachment Set	$522.50	$0.00
	112R117	Hurst MS Module- Cotnrol for Lifting Cylinders LP	$6,507.50	$0.00
	392R077	HP19/T185R-PN350 Lifting Cylinder	$4,465.00	$0.00
	392R078	HP17/T450R-PN350 Lifting Cylinder	$5,377.00	$0.00
	392R083	HP7/T280R-PN350 Lifting Cyl	$5,025.50	$0.00
	275825000B	Hurst P600 OE w/ Two (2) Batteries & Charger	$5,391.25	$0.00
	275031000	Hurst P620 SG Streamline PU	Obsolete	
	275070000	P630 Power Unit-Replaces P620	$7,766.25	$0.00
	275411000	P640 TE-D 220V Trimo PU	$8,763.75	$0.00

	275710000	Hurst HP P650 SG Power Unit	$7,766.25	$0.00
	275720000	Hurst HP P650 SG ES Power Unit	$8,478.75	$0.00
	275730000	Hurst HP P650 4G Power Unit	$9,262.50	$0.00
	275740000	Hurst HP P650 4G ES Power Unit	$9,975.00	$0.00
	275750000	Hurst HP P650 Electric (60 HZ)	$7,766.25	$0.00
	276202000	Hurst SHR-20 Hose Reel	$2,232.50	$0.00
	276216000	SHR 30 - 30 M Hose Reel	$2,840.50	$0.00
	276219000	SHR 15 - 15 M Hose Reel	$2,327.50	$0.00
	176502000C	5M HP Streamline Hose	$627.00	$0.00
	176504000C	10M HP Streamline Hose	$817.00	$0.00
	176607000	15M HP Streamline Hose	$1,149.50	$0.00
	176611000	20M HP Streamline Hose	$1,387.00	$0.00
	176616000	25M HP Streamline Hose	$1,624.50	$0.00
	176613000	30M HP Streamline Hose	$1,757.50	$0.00
	542C089	HP Hose Reel Aay. w/ 100' Hose	$3,448.50	$0.00
	542R079	JL-ER Streamline - LP Electric Rewind 100' Reel	$3,448.50	$0.00
	542R076	JL-MR Streamline - LP Manual Rewind 100' Reel	$2,840.50	$0.00
	542C095	HP Hose Reel w/out Hose	$2,014.00	$0.00
	180C012	HP Fluid - Case (2 gal)	$66.50	$0.00
	364C018	Centaur CEN SCS Chain Set	$807.50	$0.00
	364C017	Centaur CEN SQCS Chain Set	$940.50	$0.00
	84150/9129	Chain Set (KSV 13/100-SP 512	$807.50	$0.00
	364C016	Centaur SCCS Chain Set	$883.50	$0.00
	84150/9131	Chain Set (KSV 11/80)	$807.50	$0.00
	84150/0120	H1 Lifting Set	$7,600.00	$0.00
	84150/0130	H2 Lifting Set	$4,750.00	$0.00
	347c065	Centaur SQP Crushing Plates	$567.15	$0.00
	V84150/1530	Adjustable Handle Kit for S3XX	$389.50	$0.00
	V84150/1550	Adjustable Handle Kit for S5XX	$293.55	$0.00
	84150/6105	T Ram Attachment Set	$1,187.50	$0.00
	v84150/6101-1	Rescue Ram Claw	$161.50	$0.00
	ART-AA	Airshore Rescue Strut - AA	$399.00	$0.00
	368A042	Airshore Rescue Strut - B	$522.50	$0.00
	368A043	Airshore Rescue Strut - C	$598.50	$0.00
	368A044	Airshore Rescue Strut - D	$627.00	$0.00
	ART-E6	6" Extension	$237.50	$0.00
	ART-E12	12" Extension	$247.00	$0.00
	ART-E18	18" Extension	$266.00	$0.00
	ART-E24	24" Extension	$323.00	$0.00
	ART-E36	36" Extension	$418.00	$0.00
	ART-E48	48" Extension	$484.50	$0.00
	ART-E72	72" Extension	$570.00	$0.00
	AIR-051R	Dual HP Air Supply Deadman	$1,149.50	$0.00
	541A043	Quickstrut Accessory Pack	$152.00	$0.00
	ART-LK	ART Lite Stabilization Kit	$2,546.00	$0.00

	368A017	Airshore Basic Vehicle Stabilization Kit	$3,287.00	$0.00
	368A018	Airshore Intermediate Vehicle stabilization Kit	$6,707.00	$0.00
	368A019	Airshore Basic Trench Kit	$10,611.50	$0.00
	368A020	Airshore Intermediate Trench Kit	$15,960.00	$0.00
	368A021	Airshore Advanced Trench Kit	$35,207.00	$0.00
	368A022	Airshore Building Collapse Kit	$38,004.75	$0.00
	368A027	Airshore US &R Rescue Lite Kit	$31,445.00	$0.00
	368A025	Airshore Tripod Kit	$5,263.00	$0.00
	ART-HPWIN	Heavy Duty Winch Assembly	$2,356.00	$0.00
	1315003000	S Tec Airbag Set 145 psi- 7 Ton	$2,227.75	$0.00
	1315004200	S. Tech 395 KN Set - 44.4 Ton	$2,982.05	$0.00
	1315004400	S Tec Airbag Set 145 psi- 329 Ton	$11,522.55	$0.00
	106R114	S Tech 145 psi Airbag Kit 53 Ton	$3,970.05	$0.00
	106R115	S Tech 145 psi Airbag Kit 84 Ton	$5,500.50	$0.00
	106R116	S Tech 145 psi Airbag Kit 121 Ton	$7,204.80	$0.00
	106R117	S Tech 145 psi Airbag Kit 251 Ton	$11,038.05	$0.00
	106R110	S Tech 145 psi Airbag Kit 56 Ton	$4,259.80	$0.00
	106R111	S Tech 145 psi Airbag Kit 83 Ton	$5,038.80	$0.00
	106R112	S Tech 145 psi Airbag Kit 121 Ton	$7,480.30	$0.00
	106R113	S Tech 145 psi Airbag Kit 253 Ton	$12,187.55	$0.00
	1314018700	Ultra Flat VSK 3.6 116 psi	$399.00	$0.00
	1314018600	Ultra Flat VSK 7 116 psi	$522.50	$0.00
	1314020700	Ultra Flat VSK 10 116 psi	$646.00	$0.00
	1315005900	S-Tech Ultra Flat 145 psi - 12	$731.50	$0.00
	1315006000	S-Tech Ultra Flat 145 psi - 1	$337.25	$0.00
	1315006100	S-Tech Ultra Flat 145 psi - 4	$446.50	$0.00
	1315006200	S-Tech Ultra Flat 145 psi - 7	$560.50	$0.00
	1000004500	Dual Dead man Cotriller, 145 psi	$760.00	$0.00
	1600026200	Pressure Regulator- 4,500 psi	$398.05	$0.00
	1000001801	16' Inflation Hose yellow,blue,green,red,grey	$61.75	$0.00
	1000002301	32' Inflation Hose yellow,blue,green,red,grey	$80.75	$0.00
	1000003600	32' Inflation Hose w/ Shut Off- yellow,blue,green,red,grey	$199.50	$0.00
	1000002900	1' Shut Off	$156.75	$0.00
	1315000200	V4 S-Tec Airbag 145 psi	$380.00	$0.00
	1315000300	V6 S-Tec Airbag 145 psi	$427.50	$0.00
	1315000400	V7 S-Tec Airbag 145 psi	$475.00	$0.00
	1315000500	V12 S-Tec Airbag 145 psi	$617.50	$0.00
	1315000600	V14 S-Tec Airbag 145 psi	$741.00	$0.00
	1315000700	V22 S-Tec Airbag 145 psi	$864.50	$0.00
	1315000800	V25 S-Tec Airbag 145 psi	$1,007.00	$0.00
	1315000900	V29 S-Tec Airbag 145 psi	$1,016.50	$0.00
	1315001000	V28L S-Tec Airbag 145 psi	$1,121.00	$0.00

	1315001100	V41 S-Tec Airbag 145 psi	$1,159.00	$0.00
	1315001200	V45 S-Tec Airbag 145 psi	$1,577.00	$0.00
	1315001300	V50 S-Tec Airbag 145 psi	$1,672.00	$0.00
	1315001400	V69 S-Tec Airbag 145 psi	$2,109.00	$0.00
	1315001500	V85 S-Tec Airbag 145 psi	$2,517.50	$0.00
	1314009300	V4 S-Tec Airbag 145 psi	$270.75	$0.00
	1314009500	Mini Lifting Bag 116 psi - V1	$356.25	$0.00
	1314009600	Mini Lifting Bag 116 psi - V3	$451.25	$0.00
	1314002200	Mini Lifting Bag 116 psi - V6	$546.25	$0.00
	1314002400	Mini Lifting Bag 116 psi - V10	$650.75	$0.00
	1314002500	Mini Lifting Bag 116 psi - V12	$712.50	$0.00
	1314011800	Mini Lifting Bag 116 psi - V18	$854.05	$0.00
	1314002600	Mini Lifting Bag 116 psi - VSK 20	$902.50	$0.00
	1314002700	Mini Lifting Bag 116 psi - V24	$997.50	$0.00
	1314002800	Mini Lifting Bag 116 psi - V24L	$1,045.00	$0.00
	1314018300	Mini Lifting Bag 116 psi - V31	$1,401.25	$0.00
	1314002900	Mini Lifting Bag 116 psi - V31L	$1,472.50	$0.00
	1314028300	Mini Lifting Bag 116 psi - V48	$1,615.00	$0.00
	1314003000	Mini Lifting Bag 116 psi - V54	$1,871.50	$0.00
	1314003100	Mini Lifting Bag 116 psi - V68	$2,242.00	$0.00
	3110008800	Wedge Lifting Bag Set	$7,271.30	$0.00
	3110008400	14.5 psi Lifting Bag set- 1/9	$5,922.30	$0.00
	3110008300	14.5 psi Lifting Bag set- 1/13	$6,967.30	$0.00
	3110008200	14.5 psi Lifting Bag set- 1/23	$8,938.55	$0.00
	1530003302	Rescue Path 19.2'	$5,567.00	$0.00
	1530008602	Rescue Path 32'	$9,167.50	$0.00
	1530008702	Rescue Path 48'	$11,970.00	$0.00
	1530007600	50" Rescue Path Inflation Hose	$213.75	$0.00
	1600016300	Vacuum Adapter	$475.00	$0.00
	1520004701	Pneumatic Tent System- Type PZ20	$11,392.40	$0.00
	1520009402	Pneumatic Tent System- Type PZ30	$16,435.95	$0.00
	1513003900	DECON Shower Set	$7,125.00	$0.00
	275826000	Hurst P600 OE (Single Acting)	$2,945.00	$0.00
	355R077	10,000 psi Mini Lite Hand Pump	$665.00	$0.00
	362R341	Mini Lite Tool Set w/ Hand Pump	$7,172.50	$0.00
	3629009	JL-4 10K psi EPR Rabbit Tool	$1,923.75	$0.00
	362R266	Rabbit Tool	$1,235.00	$0.00
	362R273	JL-8 Rabbit Tool	$1,638.75	$0.00
	362R265	Pedal Cutter	$1,235.00	$0.00
	362R323	Mini Lite Spreader	$2,422.50	$0.00
	362R325	Mini Lite Cutter	$2,422.50	$0.00
	257R118	10" Mini Lite Ram	$1,045.00	$0.00
	257R116	8" Mini Lite Ram	$950.00	$0.00
	353R341	6' Mini Lite Hose	$323.00	$0.00
	362R268	Speciality Tool Package- Mini Lite	$6,080.00	$0.00
	525R042	Extrication Gloves - MED, LG, XL, XXL	$42.70	$0.00

1	10-FRT	$50 Freight Handling Fee- No Freight Sharge for Orders over $5,000.00	$50.00	$50.00

Total Published Options		$1,608.00

Zimbra **monica.leal@co.hidalgo.tx.us**

RE: Quote - Mercedes Fire Department

From : Jackie Palmer <jackie.palmer@h-gac.com> Tue, May 06, 2014 01:55 PM
Subject : RE: Quote - Mercedes Fire Department
To : 'Monica Leal' <monica.leal@co.hidalgo.tx.us>

Monica,
We have reviewed the referenced quote provided through HGACBuy Contract EE08-13. Our review finds the pricing in compliance with the terms of the contract.
Thank you

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Tuesday, May 06, 2014 1:12 PM
To: Palmer, Jackie
Subject: Re: Quote - Mercedes Fire Department

Good afternoon Ms. Palmer,

I was checking to see if you have been able to review the quote submitted by the vendor? Should you require additional information, please do not hesitate to contact me.

Respectfully,

Monica Leal

From: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
To: "Jackie Palmer" <jackie.palmer@h-gac.com>
Sent: Wednesday, April 30, 2014 4:07:43 PM
Subject: Fwd: Quote - Mercedes Fire Department

Good afternoon Ms Palmer,

Attached is the HGAC contract pricing worksheet from Hurst along with their quote. Can you please assist me in verifying that the information that the information submitted is correct?

Hope you have a wonderful day!

Thank you,

Monica Leal

From: "Olga Rosas" <orosas@cityofmercedes.net>
To: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
Sent: Friday, April 25, 2014 11:18:08 AM
Subject: Quote - Mercedes Fire Department

Good Morning Monica;

I have received a quote from Hurst Jaws of Life for fire rescue equipment for the Mercedes Fire Department. Please review and upon approval we shall submit a check for any overages not covered by our UC budget balance. Please consider when making the calculations that the City had previously submitted a check in the amount of $510.30. Should you have any questions please contact me. Thank you.

--

Olga Irene Rosas
Finance Department
Grants/Fixed Asset Coord.
City of Mercedes
400 S. Ohio Ave.
Mercedes, Texas 78570
Phn: (956) 565-3114, Ext. 129
Fax: (956) 565-2209
Email: orosas@cityofmercedes.net

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city of mercedes
It Starts Here!

MAY 15 2014

MEMO

TO: **Monica Leal, UCP Coordinator**

FROM: **Olga Rosas, Grants/Fixed Assets Coord.** OR.

DATE: **May 14, 2014**

RE: **Fire Station/Equipment – Mercedes Fire Station**

Attached please find the price proposal forms, quote, contract price worksheet, HGAC base bid sheet and the published options sheet for HURST Jaws of Life for the purchase of rescue equipment. The items to be purchased through this contract will be utilizing the UC City funds. Please review and if everything is in order please approve for purchase.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129.

AI-44755 **Urban County 11. C.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Antonio Barco **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2013-2014 and 2014-2015 One –Year Action Plans, subsequent amendments and Colonia funded activities.

BACKGROUND

Annually the Urban County Program submits the Hidalgo County One - Year Action Plans to HUD after receiving Commissioners' Court Approval. The submitted plans outline the intended use of CDBG, HOME, and ESG funds administered by the Urban County Program. The plans further define the specific projects to be implemented in terms of scope, location and budget availability. In an effort to expedite fund expenditures, the Urban County Program is seeking authorization to advertise for the required services to implement these programs in order to eliminate repetitive agenda items pertaining to the Plans and to shorten the administrative process for their implementation.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 04:49 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Olga Lerma Started On: 05/28/2014 01:21 PM

Final Approval Date: 05/30/2014

AI-44747 **Urban County 11. D.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Peñitas Street Improvement funds.

Professional Service Firm	Grade	Ranked
South Texas Infrastructure, LLC	92.67%	
L&G Engineering Transportation Consultants	92.67%	
SAMES, Inc.	90.67%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 26 (2013) Peñitas Street Improvements project

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: South Texas Infrastructure, LLC, L & G Engineering Transportation Consultants and SAMES, Inc., for a Street Improvements project- Project will consist of new construction of Penitas Avenue and Pike Avenue (approximately 1,350 LF.) in El Rio Subdivision to include the base and asphaltic surface and other necessary appurtenances such as drainage lines and inlets, sidewalks, water line replacement with hydrants, professional services, testing fees, and advertisement fees as they pertain to project completion in the surrounding and abutting areas.

Funds Available: **$ 215,000.00- 2013 Peñitas Street Improvements**

Attachments

Penitas street Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 04:53 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Olga Lerma Started On: 05/28/2014 11:47 AM

Final Approval Date: 05/30/2014

City of Peñitas
Engineering Services
Street Improvements
Years 26 (2013)
Grading-Ranking Grid

Criteria	South Texas Infrastructure, Group, LLC			L & G Engineering			SAMES, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	20	18	20	20	20	20	20	20
Experience of Project Team	22	25	16	23	25	25	20	23	21
Experience/ Availability of Project Manager	18	20	16	16	20	17	15	18	18
Understanding of Project	25	24	25	21	24	25	21	25	25
Familiarity with Applicable Rules & Regulations	10	10	10	7	5	10	6	10	10
TOTALS	94	99	85	87	94	97	82	96	94
AVERAGES	278 % 3 = 92.67%			278 % 3 = 92.67%			272 % 3 = 90.67%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: meets or exceeds all criteria requested for SOQ		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: SOQ demonstrates that engineer has the experience and ability to undertake this project.		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: SOQ shows that the criteria has been met and project manager has experience with this type of projects.		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: shows understanding of project and has similar project experience		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: SOQ shows clear understanding and ability to follow applicable rules.		TOTAL 10
	Total Score	94

Firm/Participant's Name: SOUTH TEXAS INFRASTRUCTURE GROUP, LLC

Evaluator: Oscar Cuellar Department: URBAN COUNTY PROGRAM

Project Name: PEÑITAS- 2013 STREET IMPROVEMENTS (PKIE AND PEÑITAS AVENUE) Date: 3/25/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria.		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must address the RFQ responsiveness		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	99

Firm/Participant's Name: SOUTH TEXAS INFRUSTRUCTURE GROUP, LLC

Evaluator: Antonio Barzo Department: URBAN COUNTY PROGRAM

Project Name: PEÑITAS-ST. IMP. (PIKE & PEÑITAS AVE.) Date: 5/23/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	03
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, organizational staff very limited		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	05
➢		
Comments/Rationale For Points: Composition & Reporting not clear for proposed project		TOTAL 16
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: No appendix included; unable to gauge percentage		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		85

Firm/Participant's Name: South Texas Infrastructure Group, LLC.

Evaluator: _____ Department: Urban County Program

Project Name: Peñitas Street Imp. (Pike & Peñitas Avenue) Date: March 21, 2014

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: meets if exceeds criteria requested for SOQ		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: provides extensive information on staff and all of their experience		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Lists of staff make it unclear as to who is project manager on which types of projects especially smaller projects like ours.		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: unclear on prior U.C. projects and dealing with HUD and U.C. instead of TxDot. References unclear, They were included with project experience instead of separately		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: very experienced & familiar with TXDOT but does not have much info on other non TXDOT projects.		TOTAL 7
	Total Score	87

Firm/Participant's Name: L & G ENGINEERING TRANSPORATION CONSULTANTS

Evaluator: [signature] Department: URBAN COUNTY PROGRAM

Project Name: PEÑITAS- 2013 STREET IMPROVEMENTS (PKIE AND PEÑITAS AVENUE) Date: 3/4/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must address the appropriate Federal, State & local regulations & policies		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: No narrative included on Applicable rules & regulations		TOTAL 5
	Total Score	94

Firm/Participant's Name: L & G ENGINEERING TRANSPORTATION CONSULTANTS

Evaluator: Antonio Baeza Department: URBAN COUNTY PROGRAM

Project Name: PEÑITAS-ST. IMP. (PIKE & PEÑITAS AVE.) Date: 5/23/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, SOQ well defined		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	05
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets Criteria; has ongoing projects with Hidalgo County		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	04
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Meets Criteria		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference Information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		97

Firm/Participant's Name: L& G Engineering

Evaluator: [signature] Department: Urban County Program

Project Name: Peñitas Street Imp. (Pike & Peñitas Avenue) Date: March 21, 2014

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets or exceeds all criteria requested for SOQ		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points: Somewhat vague as to project team, duties, responsibilities as to who worked on which projects listed in Appendix		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points: Lists projects but does not indicate who worked on which projects. Vague as to project assignment to staff. Who would we be dealing with primarily on our project.		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Reference info is excellent, overall SOQ vague on who worked on which projects does not explain or show actual work with multiple entities.		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	2
Comments/Rationale For Points: Indicates knowledge of agencies and organizations but does not offer narrative explaining knowledge & familiarity		TOTAL 6
	Total Score	82

Firm/Participant's Name: SAMES INC.

Evaluator: Oscar Cuellar Jr. Department: URBAN COUNTY PROGRAM

Project Name: PEÑITAS- 2013 STREET IMPROVEMENTS (PKIE AND PEÑITAS AVENUE) Date: 3/4/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meets most criteria, but needs to efficiently perform the work		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets most criteria but needs better manage scope of services		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets all criteria.		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	96

Firm/Participant's Name: SAMES INC.

Evaluator: Antonio Barco Department: URBAN COUNTY PROGRAM

Project Name: PEÑITAS-ST. IMP. (PIKE & PEÑITAS AVE.) Date: 5/23/14

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, SOQ well defined		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	05
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	08
➢		
Comments/Rationale For Points: Composition & Reporting not clear for proposed project		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	05
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Unable to detect percentage of involvement as it relates to proposed project.		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	05
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	05
➢ Reference Information including contact persons and telephone numbers.	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		94

Firm/Participant's Name: Sames Engineering

Evaluator: _____ Department: Urban County Program

Project Name: Peñitas Street Imp. (Pike & Peñitas Avenue) Date: March 21, 2014

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Antonio Flores Jr.
Commissioner Alex Guajardo
Commissioner Tomas Cedillo Jr.
Commissioner JR Flores
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez

2014

March 25, 2014

Diana Serna, Director
Hidalgo County Urban County Program
Alamo, Texas 78516

Re: SOQ Engineering Services

Dear Ms. Serna

Enclosed are the rating sheets for the Engineering services for the 2013 Street Improvements. Please process as soon as possible and let me know who will be selected to negotiate with for the professional services for this project.

If you have any questions or require additional information please contact me at oscarpenitas@yahoo.com or call me at 956-581-3346.

Respectfully

Oscar Cuellar Jr.
City Manager

CC: Guadalupe Garcia, UC Coordinator

AI-44664 **Urban County 11. E.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Edcouch is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC for the Water Treatment Plant "SCADA System" in the amount of $525,425.00 utilizing UCP - City of Edcouch Water/Sewer improvement funds FYs' 24 & 25 (2011 & 2012) and the city's general funds.

BACKGROUND

The Urban County Program requested and received bids for the Water Treatment Plant "SCADA System" project. Fulcrum Consulting Services prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Department on April 30, 2014. After review the project engineer recommended Saenz Brothers Construction, LLC as the lowest of two (2) qualified bidders. Should this project require additional funds, the City of Edcouch has committed to pay for such expenses. (See attached recommendation letter from Fulcrum Consulting Services, copy of bid tabulation sheet and letter from city).

Contractor:	Saenz Brothers Construction, LLC
Contract Amount:	$525,425.00
	$181,007.90 FY 24 (2011) Water/Sewer Improvements
	$275,956.87 FY 25 (2012) Water/Sewer Improvements
	$ 68,460.23 City of Edcouch General Funds
Total available:	$525,425.00

Attachments

City of Edcouch

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 04:55 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Olga Lerma Started On: 05/22/2014 01:31 PM

Final Approval Date: 05/30/2014

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-Tem
Alicia Segura - Alderwoman PL 1
Rina Castillo - Alderwoman PL 2
Veronica S. Ramirez - Alderwoman PL 3
Daniel Guzman - Alderman PL 4
Bernard Rodriguez – City Manager

May 16, 2014

Received
MAY 16 2014

Hidalgo County - Urban County Program
Attn: Diana R. Serna, Director
427 E. Durante Ave., Suite 107
Alamo, Texas 78516

RE: UCP 2011-2012 Water Treatment Plant "SCADA Project"
Approval & Concurrence with Recommendation of Lowest Bid
Submittal of Check on fund difference of Low Bid & UCP Funds Available
City of Edcouch will be responsible for any change orders & other expenses

Dear Ms. Serna,

This is to inform you that City of Edcouch is in concurrence and approves Fulcrum Consultant Services recommendation of the low bid of Saenz Brothers Construction for our UCP 2011-2012 Water Treatment Plant SCADA Project.

Please be advised that the City of Edcouch has approved the payment of $68,460.23 for the difference between the low bid and funds available in our UCP 2011-2012 Water/Sewer Improvements Budget Account and that we are responsible for any change order or other expenses with this project.

Enclosed please find the check made out to Hidalgo County Urban County Program in the amount of $68,460.23 to cover the cost needed to complete our UCP 2011-2012 Water Treatment Plant SCADA Project. Please forward Award of Contract to low bid to Hidalgo County Commissioners Court as soon as possible.

Attached please find letter from Fulcrum Consultant Services recommending of low bid, Saenz Brothers Construction, LLC. Should you have any questions or concerns, please do not hesitate to contact my office at (956) 262-2140?

Respectfully submitted,

Pete De La Cruz
City of Edcouch
Project Administrator

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS * SURVEYORS

Mr. Robert Schmalzried, Mayor
City of Edcouch
P.O. Box 100
Edcouch, Texas 77538

RE: City of Edcouch
Water Treatment Plant "SCADA System" Project
Saenz Brothers Construction, LLC. – Letter of Recommendations

Dear Mayor Schmalzried:

On Wednesday April 30, 2014 bids were received and opened for the City of Edcouch, Water Treatment Plant "SCADA System" Project Hidalgo Urban County Project No. 5011/12-20-0310-5000-2000-UCP-ML. A total on two (2) bids were received and enclosed is the bid tabulation.

The bid page submitted by Saenz Brothers Construction, LLC had a total of (525,425.00). The total Figures are correct without any mathematical errors on the Grand Total. Since the grand total amount was correct and without any mathematical errors the bid tab shall be accepted as is.

Fulcrum Consulting Services recommends that this project be awarded to Saenz Brothers Construction LLC for the Base Bid for the total amount of $525,425.00.

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

Sincerely,

P.E.

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: April 30, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Edcouch-Water Treatment Plant "SCADA System" Project

BID NO.: 5011/12-20-0310-5000-2000-UCP-ML **Addendum #1 Required**	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	ADDENDUM #1	BID BOND OR CHECK INCLUDED
#1	Saenz Brothers Construction, LLC	$525,425.00	Acknowledged	Bid Bond Included
#2	Prime Controls	$539,500.00	Acknowledged	Bid Bond Included
#3				
#4				
#5				
#6				
#7				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

CONSTRUCTION CONTRACT

This Agreement entered into this **3rd day of June 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Saenz Brothers Construction, LLC (a limited liability company)** (a partnership) (an individual) of **Donna** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	City of Edcouch – Water Treatment Plant "SCADA System" project
PROJECT No.:	5011/12-20-0310-5000-2000-UCP-ML
PROJECT DESCRIPTION:	Water Treatment Plant "SCADA System" project

hereinafter called the project, for the sum of **($525,425.00) Five hundred twenty-five thousand four hundred twenty-five dollar and no cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Fulcrum Consulting Services** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Fernando Saenz, Manager

Name of Firm: Saenz Brothers Construction, LLC

Address: 3226 N. Victoria Road
Donna, TX 78537

Federal I.D./S.S.: 46-2285558

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ____ day of _____, 2013,

by Fernando Saenz, Manager of and on behalf of Saenz Brothers Construction, LLC.
(name) (title) (a limited liability company) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2014

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

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

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

CONTACT NAME: Consuelo Cavazos, CISR
PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733
E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ironshore Specialty Ins. Co.	
INSURER B: Allstate County Mutual	ACM
INSURER C: Texas Mutual Ins. Co.	
INSURER D: Hanover Insurance Company	
INSURER E:	
INSURER F:	

INSURED
Saenz Brothers Construction, LLC
3226 N Victoria Rd
Donna TX 78537

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		AGS0041901	4/23/2014	4/23/2015	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		648638635	4/23/2014	4/23/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Uninsured motorist combined	$	100,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001251512	4/23/2014	4/23/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Contractors Equipment			IHD992901501	4/30/2014	4/30/2015	Leased or Rented from Others		$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project name: City of Edcouch - Water treatment plant "SCADA System" Project
Project Number: 5011/12-20-0310-5000-2000-UCP-ML
Project Description: City of Edcouch n- Water Treatment Pant "SCADA System" Project

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
3304 West Alberta
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

Robert R Garza/CO

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AI-44630 **Elections Administration 12. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and approval of the July 1, 2014 court ordered Democratic Primary Runoff Election Early Voting poll locations.
2. Discussion, consideration and approval of the July 1, 2014 court ordered Democratic Primary Runoff Election Early Voting mobile locations as requested by the Democratic Party.

BACKGROUND

Attachments

DRAFT

DRAFT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/22/2014 01:38 PM
Obdett Calzada	Obdett Calzada	05/29/2014 08:22 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Amanda Valdez Started On: 05/20/2014 03:13 PM

Final Approval Date: 05/30/2014

CALL (956) 318-2570 For General Information (Llame para Información General)

July 1, 2014 (1 de Julio de 2014)

PRIMARY RUNOFF ELECTION
(Desempate de Elección Primaria)

EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	June 23, 2014	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	June 24, 2014	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	June 25, 2014	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	June 26, 2014	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	June 27, 2014	7:00 A.M. -- 7:00 P.M.

**********EARLY VOTING SUBSTATION LOCATIONS**********
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
(Library Room)
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

HIDALGO SUB
(Chambers)
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

MCALLEN SUB
(Main Entrance)
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
(Exercise Room)
Palmview Comm. Ctr.
3401 Jordan Ave.
McAllen, TX

PHARR SUB
(Main Entrance)
Las Milpas Comm. Ctr.
7107 S. Cage Blvd.
Pharr, TX

PHARR SUB
(Conference Rm.)
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

SAN JUAN SUB
(Commissioner's Rm.)
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

Hidalgo County Elections

JULY 1, 2014
DEMOCRAT PRIMARY RUNOFF ELECTION
MOBILE #1
EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	June 23 , 2014	**8:00a.m. to 6:00p.m.**	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	June 24 , 2014	**7:00a.m. to 6:00p.m.**	**UTPA-Student Union** *1201 W. University Edinburg, TX*
Wednesday	June 25 , 2014	**7:00a.m. to 6:00p.m.**	**STC Pecan Campus** *3201 W. Pecan Blvd. McAllen, TX*
Thursday	June 26, 2014	7:00a.m. to 7:00p.m.	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*
Friday	June 27 , 2014	**7:00a.m. to 7:00p.m.**	**Doctors Hospital at Renaissance** *5501 S. McColl Rd Edinburg, TX*

Draft

****CALL (956) 318-2570 FOR GENERAL INFORMATION****
Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Commissioner's Court Approval-Pending)

7:05pm 5/27/14
Yvonna S Guffin

AI-44781 **Precinct #2 13. A.**

CC - REGULAR

Meeting Date: 06/03/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Second Amendment to Interlocal Agreement between the City of Alamo, City of San Juan, and Hidalgo County regarding improvements to Ridge Road from Cesar Chavez to South Alamo Road.

BACKGROUND

Interlocal is being amended to clarify how much Precinct 1 & 2 will be contributing and clarification that Hidalgo County Precincts will pay the City against an invoice following completion of improvements to Ridge Road.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-089-0-841

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

BUDGETARY IMPACT:

Funds available through PO#708218 in the amount of $180,000.00 for City of Alamo.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	05/30/2014 03:37 PM
Budget & Management	Debbie Tamez	05/30/2014 03:50 PM
Manuel Chapa	Manuel Chapa	05/30/2014 04:42 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Erika Zamora Started On: 05/29/2014 02:29 PM

Final Approval Date: 05/30/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF ALAMO, CITY OF SAN JUAN AND HIDALGO COUNTY

This SECOND AMENDMENT to the INTERLOCAL COOPERATION AGREEMENT AMONG the CITY OF ALAMO, the CITY OF SAN JUAN and the COUNTY OF HIDALGO (the "Amendment"), effective the ____ day of _____2014, is made between the City of Alamo ("Alamo"), the City of San Juan ("San Juan") and the County of Hidalgo (the "County"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about May 7, 2013, Alamo, San Juan and the County entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") regarding improvements to Ridge Road from South Cesar Chavez Road to South Alamo Road;

WHEREAS, on or about July 23, 2013, Alamo, San Juan and the County entered into a First Amendment to Interlocal Cooperation Agreement ("Interlocal Agreement") amending that certain Interlocal Agreement dated May 7, 2013;

WHEREAS, Alamo, San Juan, and the County now desire to amend the First Amendment as hereinafter provided;

NOW THEREFORE, for and in consideration of the tasks performed by Alamo, San Juan, and the County and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Agreement, Alamo, San Juan and the County hereby agree to the following amendments to the Interlocal Agreement:

1. Paragraph numbered 3 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu of:

   3. County through Precinct 1, shall contribute the sum of Fifteen Thousand dollars ($15,000.00) against invoice from Alamo following completion of the improvements to Ridge Road under this Interlocal Agreement.

2. Paragraph numbered 4 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu of:

   4. County through Precinct 2, shall contribute the sum of One Hundred Eighty Thousand dollars ($180,000.00) against invoice from Alamo following completion of the improvements to Ridge Road under this Interlocal Agreement.

3. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and Alamo, San Juan and the County ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF ALAMO

_____
By: Diana Martinez, Mayor

ATTEST:

_____
Margot Saenz, City Secretary

CITY OF SAN JUAN

_____
By: San Juanita Sanchez, Mayor

ATTEST:

_____
Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

AI-44787 **Precinct #2 13. B.**

CC - REGULAR

Meeting Date: 06/03/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Various Projects (1200):
Approval of 2014 appropriation of funds into Pct 2 Various Projects in the amount of $345,580.23 from R&B Fund Balance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 5/30/14 in Pct R&B Fund Balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 10:48 AM
Merlen P. Munoz	Merlen P. Munoz	05/30/2014 11:29 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Erika Zamora Started On: 05/29/2014 05:07 PM

Final Approval Date: 05/30/2014

DATE: June 2, 2014

2014
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct 2

ACCOUNT NUMBER: 4-1200-431-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Cha

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	
4-1200-431-00-122-098-0-731	Pct 2 Whalen Road (Old 83-Moore Rd)	Roads
4-1200-431-00-122-051-0-731	Pct 2 El Gato Rd(W Alamo-Tower)	Roads
4-1200-431-00-122-006-0-890	Pct 2 Rd Maint	Other

TOTAL BUDGET INCREASE (DECREASE)

REASON: Appropriation of monies from Pct 2 R&B Fund Balance into Pct 2 Whalen Rd Project, El Gato Rd P

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ıpter 111, § 111.070, Item C (2).

AMOUNT
190,000.00
44,456.54
111,123.69
$ 345,580.23

'roject, and Road Maintenance.

ATTEST COUNTY CLERK

AI-44783 **Precinct #2 13. C.**

CC - REGULAR

Meeting Date: 06/03/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following expenses in accordance with the Exiting Officials Expenditure Policy:

Vendor:	Amount:	Item:	Purpose of Expense:
So. Texas Co. Judges & Comm. Assoc.	$225.00	Registration Fees	80th Annual Conference (June 9-12, 2014)
Comm. Hector "Tito" Palacios	$ 80.32	Mileage Reimbursement	80th Annual Conference
Comm. Hector "Tito" Palacios	$117.00	Meals	80th Annual Conference (June 9-12, 2014)
Citi Bank	$516.96	Lodging	La Copa Inn
Total:	**$939.28**		

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-413-30-125-004-0-583/584

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

BUDGETARY IMPACT:

Funding available as of 5-30-14
Requisition# 257793

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 02:25 PM
Manuel Chapa	Manuel Chapa	05/30/2014 04:50 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Angela Garcia Started On: 05/29/2014 03:25 PM

Final Approval Date: 05/30/2014

AI-44783 **Precinct #2 37. 0.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following expenses in accordance with the Exiting Officials Expenditure Policy:

Vendor:	Amount:	Item:	Purpose of Expense:
So. Texas Co. Judges & Comm. Assoc.	$225.00	Registration Fees	80th Annual Conference (June 9-12, 2014)
Comm. Hector "Tito" Palacios	$ 80.32	Mileage Reimbursement	80th Annual Conference
Comm. Hector "Tito" Palacios	$117.00	Meals	80th Annual Conference (June 9-12, 2014)
Citi Bank	$516.96	Lodging	La Copa Inn
Total:	**$939.28**		

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-413-30-125-004-0-xxx

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

BUDGETARY IMPACT:

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-413-30-125-004-0-xxx

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Budget & Management		
Auditor's Office		
Purchasing Department		

Form Started By: Angela Garcia Started On: 05/29/2014 03:25 PM

AI-44740 **Precinct #4 14. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Chris Trevino, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Interlocal Cooperation Agreement between County of Hidalgo and Emergency Services District No. 3

BACKGROUND

- County to construct a county facility in the Linn-San Manuel area for the provision of fire protection;
- District desires to locate contracted provider's ambulance within a vehicle bay of the facility

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

Available balance as of 5-29-14 $622,175.19

From Interlocal:
District has committed the amount of $250,000 to be used for the construction of the Facility

Attachments

agreement

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 11:52 AM
Manuel Chapa	Manuel Chapa	05/30/2014 08:31 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Monica Badillo Started On: 05/28/2014 10:31 AM

Final Approval Date: 05/30/2014

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

This Agreement is made on this the ____day of_____ _____, 2014, by and between the HIDALGO COUNTY, TEXAS, hereinafter referred to as "County", and HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3. hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, through Precinct No. 4 plans to construct a county facility in the Linn-San Manuel area, for the provision of fire protection (the "Facility");

WHEREAS, District desires to locate District's contracted ambulance provider's ambulance within a vehicle bay of the Facility (the "Project");

WHEREAS, District has committed the amount of Two Hundred Fifty Thousand Dollars and no/100ths ($250,000.00) to be used for the construction of the Facility; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Sec. 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District has or will contribute to County the sum of Two Hundred Fifty Thousand and no/100ths Dollars ($250,000.00) to be used by County to construct the Facility.

2. County will permit the parking of one (1) ambulance by District's ambulance provider at the Facility provided District provides County in writing acceptable to County the designation of its contract ambulance provider together with proof of insurance acceptable to County of its contracted ambulance provider.

3. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.

4. The County agrees it is in its best interest to provide such assistance to District as described herein, as such ambulance service provides benefits to the residents of the Linn San Manuel area.

5. **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 and provision of their 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflicts exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.

8. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice and delivered in accordance herewith:

If to District:	Hidalgo County Emergency Services District No. 3 Attention: Board President P. O. Box 3489 Edinburg, Texas 78539
If to County:	Hidalgo County Attention: County Judge P. O. Box 1356 Edinburg, Texas 78540
With Copy to:	Joseph Palacios, Commissioner, Precinct No. 4 1051 Doolittle Road Edinburg, Texas 78539

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 United States Mail.

10. **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.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

12. **Assignment.** This Agreement shall not be assignable.

13. **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.

14. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

15. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex .Loc. Govt. Code Ann. Sec. 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Rudy Zamora, Board President

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of Emergency Services District No. 3 desire to locate its contracted ambulance provider's ambulance within a vehicle bay of the Facility the County will construct (the "Project"). District will contribute the sum of $250,000.00 towards the construction of the Project. County agrees it is in its best interest to accept such contribution as described herein, as such ambulance service provides benefits to the residents of the Linn San Manuel area.

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Scanned from Comm Pct 4 Xerox

From : Chris Trevino <chris.trevino@co.hidalgo.tx.us> Wed, May 28, 2014 09:27 AM

Subject : Fwd: Scanned from Comm Pct 4 Xerox 1 attachment

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Cc : Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>, Gloria Beltran <gloria.beltran@co.hidalgo.tx.us>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>

Monica, can you please place this interlocal agreement on the agenda for this Tuesday June 3, 2014 under Pct 4. This interlocal has been approved by both the auditors office and Atlas & Hall Thank you!

----- Forwarded Message -----
From: hccp4@co.hidalgo.tx.us
To: "Chris Trevino" <chris.trevino@co.hidalgo.tx.us>
Sent: Wednesday, May 28, 2014 9:28:38 AM
Subject: Scanned from Comm Pct 4 Xerox

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Number of Images: 5
Attachment File Type: pdf, Multi-Page

multifunction device Location: Admin Bldg. Comm. Pct 4
Device Name: Xerox Workcentre 7556

For more information contact:
Hidalgo County Comm. Pct 4

Scanned from Comm Pct 4 Xerox.pdf
114 KB

AI-44735 **Precinct #4 14. B.**

CC - REGULAR

Meeting Date: 06/03/2014

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

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

Vendor	Invoice No.	Amount
Rio Grande Steel LTD	R207749-IN	$399.20
Rush Truck Centers of Texas	93667298	$1,505.03

BACKGROUND

PO # 706418 will need to be modified to reflect the Motor Pool Project and reclassified to the following account:
4-1342-419-40-124-126-0-739

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

Rio Grande Steel
PO# 706418

Rush Truck Centers
PO# 705984
Funds available as of 05/28/14

Attachments

Rush Truck Centers
Rio Grande Steel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 03:24 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Veronica Lopez Started On: 05/28/2014 08:47 AM

Final Approval Date: 05/30/2014

Purchase Order
COUNTY OF HIDALGO

PO# 705984

DATE: 03/10/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 269123 REQ: 00252915

PHONE: (956)782-4511

Fax: (956)782-8822 EMAIL:

RUSH TRUCK CENTERS OF TEXAS, LP
REGIONS INTERSTATE BILLING SERVICE
DEPARTMENT 1265
P.O. BOX 2153
BIRMINGHAM AL 35287-1265

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: PCT#247

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		UNIT# - 50 YEAR - 2007 MAKE - Hino MODEL - 268 DESCRIPT - Dump Truck VEH ID - 5PVNE8JT372S51740 LIC PLATE - 102-0276		
1.00	EACH	EX SUB ASSYFUEL CONTROL HARNESS	594.01	594.01
1.00	EACH	EX PASS THRH HARNESS CONNECTOR	271.27	271.27
1.00	EACH	EX ESTIMATE FOR HARNESS REMOVALL AND INSTALLATION	640.00	640.00
		TOTAL:		1,505.28

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

4-1200-431-00-124-007-0-672 432 1,505.28

$001141 4/9/14

RECEIVED BY COUNTY AUDITOR
2014 MAR 13 PM 4 23

Authorized by: Martha L Salazar

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE
03/11/2014 15:11:22CST
INVOICE NUMBER/ACCT DOC NUMBER
93667298
CUSTOMER NO. 102469 / BRANCH 1007
PAGE:1 of 3

SOLD TO : HIDALGO CO PCT #4
1102 N DOOLITTLE RD.
EDINBURG TX 78542-8600
US

Service Invoice

SHIP TO : RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER REASON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OF SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF AND HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
705984	2104485	9563833112	2360-Joel Peralez	2371

Cust Unit # 50
Phone # 9563833112

License #
Contact #

COMPLETION DATE: 01/21/2014
UNIT: S51740
SERIAL: 5PVNE8JT372S51740

YEAR: 2007 MAKE/MODEL: HINO/268:HI
MILEAGE: 83,595

Date in Service....: 09/24/2007
Engine Make/Model..: HINO/J08E-TA
Engine Serial No...: 22097
Trans Model.....: /

Front Diff Model...:
Front Diff Serial..:
Rear Diff Model....:
Rear Diff Serial...:

RECEIVED
MAR 12 2014
2014 MAR 13 PM 4 23
RECEIVED BY
COUNTY AUDITOR

Job 1 CUST STATES CHK ENGINE LIGHT IS ON

C
UST STATES CHK ENGINE LIGHT IS ON AND ENGINE MISS FIRE / NO POWER .
REY 2696
BROUGHT TRUCK INTO THE SHOP AND INSPECTED AS PER CUSTOMER COMPLAIN ON CEL ON AND MISFIRE HOOKED UP TO HINO AND FOUND FAULTS FOR INJECTOR #2 SHORTED TO GROUND BUT DIDNT HAVE ANY ACTIVE FAULTS CHECK THE CONNECTOR AND WIRING FROM THE ROCKER BOX BULHEAD CONNECTOR TO THE ECM ALL OK ... ROADED TESTED WITH THE LAPTOP HOOKED UP ROADED TESTED TO FALFURIAS AND BACK WITH NO ISSUE FOUND A BUMPY ROAD AND CEL CAME ON AFTER AWHILE AND ENGINE STARTED TO MISFIRE CAME BACK TO SHOP AND FOUND INJECTOR #2 NOT RESPONDING ....WIGGLED THE HARNESS FROM THE ENGINE ALL THE WAY BACK TO THE ECM COULDNT GET IT TO FIRE AGAIN WOULD CYCLE THE KEY SWITCH AND WOULD WORK PERFECTLY , DECIDED TO RUN AND OVERLAY OF THE INJECTOR #2 RETURN BACK TO THE ECM FROM THE VALVE COVER CONNECTROR REROAD TESTED THE TRUCK AND HAD SAME ISSUE WOULD DROP INJECTOR #2 AND WOULD STAY OFF TIL SOME TIMES THE KEY CYCLE ... REMOVED THE VALVE COVER AND RAN A COMPLETE OVERLAY FROM THE INJECTOR ITSELF ALL THE WAY BACK TO THE ECM CONNECTOR ASSY EVERYTHING BACK AND ROAD TESTED THE TRUCK ONCE AGAIN WORKING OK WENT THREW BUMPY ROADS AND NO ISSUES SEEMS TO BE WORKING OK LEFT IT RUNNING ALL DAY OUT SIDE AND REROAD TESTED THE TRUCK WORKING OK WILL QUOTE THE INJECTOR HARNESS AND THE ROCKER BOX CONNECTOR ORDERED THE PARTS....
REY 2696
RECEIVED THE PARTS REMOVED THE VALVE COVER AND INSTALLED THE NEW INJECTOR HARNESS ALONG WITH THE NEW PASS THREW CONNECTOR ASSY EVERYTHING BACK ON THE TRUCK AND ROAD TESTED THE TRUCK NO ISSUES WORKING OK .....
Tech 2696 on 2014-01-20 at 09:42:25
Tech 2696 on 2014-01-21 at 13:55:15

Sales Qty	UOM	Item number	Item description	CORE	Unit rate	Per	Extension
1.000	EA	89411E0050:HI	SENSOR - FLY WHEEL SPEED		37.84	EA	37.84
95.000	FT	2-126:PA	WIRE-PRIMARY J1128 GPT 14GA WHT 100'		0.34	FT	32.30

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

Customer or Customer's Agent X

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
Net 10 days

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE	03/11/2014 15:11:22CST
INVOICE NUMBER/ACCT DOC NUMBER	93667298
CUSTOMER NO.	102469
BRANCH	1007
PAGE:	2 of 3

SOLD TO : HIDALGO CO PCT #4
1102 N DOOLITTLE RD.
EDINBURG TX 78542-8600
US

Service Invoice

SHIP TO : RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
705984	2104485	9563833112	2360-Joel Peralez	2371

25.000 EA	HT21140:PB	CONNECTOR-BUTT HTSHRKBL 16-14GA	0.78 EA	19.50
1.000 EA	82051E0050:HI	WIRING SUB-ASSY- FUEL CONTROL	565.72 EA	565.72
1.000 EA	S825601200:HI	CONNECTOR ASSY	258.35 EA	258.35
1.000 EA	FREIGHT	SHIPPING AND HANDLING	17.00 EA	17.00

LABOR SUBTOTAL:	574.32
PARTS SUBTOTAL:	930.71
MISC SUBTOTAL.:	0.00
EPA FEE SUBTOTAL.:	0.00
SHOP SUPPLIES FEE..:	0.00
JOB SUBTOTAL..:	1505.03

RECEIVED BY COUNTY AUDITOR 2014 MAR 13 PM 4 23

Employee(s) on above job : 00002321,00002696,

****
INTERSTATE BILLING SERVICE NUMBER : R272445 AUTHORIZATION:
****
REMIT TO:

INTERSTATE BILLING SERVICE, INC

P.O. BOX 2208
DECATUR AL 35609-0000
US

*TOTAL LABOR:	574.32
*TOTAL PARTS:	930.71
*TOTAL MISC.:	0.00
*TOTAL EPA..:	0.00
*TOTAL SHOP.:	0.00

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
			CONTINUED

Customer or Customer's Agent X Jorge I Pe

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
Net 10 days

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

(68)

*** www.rushtruckleasing.com ***
*** www.rushtruckcenters.com ***

INVOICE DATE	
03/11/2014 15:11:22CST	
INVOICE NUMBER/ACCT DOC NUMBER	
93667298	
CUSTOMER NO.	BRANCH
102469 (1)	1007
PAGE:3 of 3	

SOLD TO : HIDALGO CO PCT #4
1102 N DOOLITTLE RD.
EDINBURG TX 78542-8600
US

Service Invoice

SHIP TO : RUSH TRUCK CENTER, PHARR
4700 N CAGE BLVD
PHARR TX 78577-9694 US
956-782-4511

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
705984	2104485	9563833112	2360-Joel Peralez	2371

CUSTOMER AGREEMENT

Authorization; Charges. I represent that I (herein, "CUSTOMER") am the owner, or am acting as a duly authorized agent of and have authority to bind, the owner of the above-described vehicle (the "Vehicle"). I hereby authorize the necessary diagnostic/repair work to be done along with the necessary parts and material. I understand that any estimates are based on your preliminary inspection and do not cover any additional parts/labor that may be required after the work has been started. Occasionally, worn or damaged parts are discovered that may not be evident on the first inspection. Because of this, estimated prices are not guaranteed. Quotations on parts and labor are current and subject to change. I promise to pay for any applicable diagnostic, disassembly and reassembly services and repair work, together with all other charges for any necessary repairs (collectively, the "CHARGES"), and I understand that you will have a lien on the Vehicle in the event I fail to pay the CHARGES when due. I understand that all CHARGES are due and payable by me at the Rush truck center location indicated above. I understand that the work performed by you may not be covered by warranty and that the manufacturer or warranty company will be the one to make the final determination as to what work will be covered by warranty. I agree to pay any CHARGES that are not covered by a warranty, if any. All claims and returned goods must be accompanied by this bill. No refunds after 30 days. Customer promises to pay the amount shown hereon, together with other charges due, if any, in accordance with the customer's charge agreement with you.

Disclaimer of Warranties; Returns/Refunds. I AGREE THAT ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE.

Miscellaneous. I agree that replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) the Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery. Electrical parts are not returnable.

NOTICE TO CUSTOMER

RUSH PLACES YOU THE CUSTOMER ON NOTICE THAT YOUR TRUCK(S) FOR WHICH YOU HAVE REQUESTED RUSH TO REPAIR, MAY BE SUBJECT TO REPOSSESSION UNDER TEXAS PROPERTY CODE §70.001 SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION OF THE TRUCK(S) IN RETURN FOR A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION ON WHICH PAYMENT IS STOPPED, HAS BEEN DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE DRAWER OR MAKER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT WAS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED. SHOULD YOU CAUSE RUSH TO RELINQUISH POSSESSION DUE TO ONE OF THE ABOVE CIRCUMSTANCES, RUSH MAY TAKE REPOSSESSION OF THE TRUCK(S) IN ACCORDANCE WITH THE PROVISIONS OF TEXAS BUSINESS & COMMERCE CODE §9.609.

YOUR SIGNATURE BELOW IS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN ADVISED OF RUSH'S RIGHTS UNDER TEXAS PROPERTY CODE §70.001 AND TEXAS BUSINESS & COMMERCE CODE §9.609 AND THAT YOU HAVE AUTHORIZED RUSH TO MAKE THE REQUESTED REPAIRS WITH THE KNOWLEDGE OF RUSH'S RIGHTS TO REPOSSESS UNDER THE ABOVE-LISTED CIRCUMSTANCES.

RECEIVED
HIDALGO COUNTY
MAR 17 2014
BY

CUSTOMER Signature: _____ Date: _____

UT#50 V# 5PVNE8JT372551740 (2)

Invoice Received By: _____ on 3/12/14
Goods/Services Received By: _____ on 3/11/14

4-1200-431-00-124-007-0-677 432
Pct. # 247
Pur. Req. # 252915
P.O. # 705984 MAB

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
1505.03	EXEMPT/TX	0.00	1505.03 Rcd.

Customer or Customer's Agent X _____

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TERMS
Net 10 days

RUSH TRUCK CENTER

QUOTE

RUSH HEAVY DUTY - PHARR
4700 NORTH CAGE ST.
PHARR TEXAS 78577

PHONE (956) 782-4511
EXT. 37910
FAX (956) 782-8869

FRED KORNEGAY

RECEIVED
MAR 03 2014
BY: TM

REPAIR ESTIMATE

ATTN: JORGE

Customer: HID CO PCT4

VIN# S51740

Date: 12/02/13

Phone Number:

Fax #:

Unit #: 50

Mileage: 83595

RO: 2104485

REPAIR DESCRIPTION	LABOR	PARTS
SUB ASSY FUEL CONTROL HARNESS 520-18		
PASS THRH HARNESS CONNECTOR 060-24		594.01 271.27
ESTIMATE FOR HARNESS REMOVALL AND INSTALLATION 962-46	640.00	
ESIMATES MAY CHANGE UPON FURTHER INSPECTION & TEAR DOWN		

RECEIVED BY COUNTY AUDITOR
MAR 13 PM 4 23

NOTES
8@80

LABOR TOTAL	640.00
PARTS TOTAL	865.28
SUBLET TOTAL	
MISC TOTAL	64.00
SHOP SUPPLIES	
EPA	3.00
TAX	76.67
TOTAL	1,648.95

Signature: Pct 247

Date: Neg 252915

Title: PO 705984

RUSH HEAVY DUTY TRUCK CENTER - PHARR is hereby authorized to complete the above repairs, including parts and labor for items and condition coming to our attention during completion of the above repairs. The above signature represents that the above signer has the authority to authorize the above repairs. It is understood that this is an estimate only and additional parts and/or labor may be required to complete the necessary repairs. All estimates are valid for 30 days only. This estimate is not a guaranty of parts availability.

RUSH HEAVY DUTY - PHARR
4700 NORTH CAGE ST.
PHARR TEXAS 78577

PHONE (956) 782-4511
EXT. 37910
FAX (956) 782-8869

FRED KORNEGAY

REPAIR ESTIMATE

ATTN: JORGE
Customer: HID CO PCT4
VIN# S51740
Date: 12/02/13

Phone Number:
Fax #:
Unit #: 50
Mileage: 83595
RO: 2104485

REPAIR DESCRIPTION	LABOR	PARTS
SUB ASSY FUEL CONTROL HARNESS 520-18		
PASS THRH HARNESS CONNECTOR 460-24		594.01
		271.27
ESTIMATE FOR HARNESS REMOVALL AND INSTALLATION 962-46	640.00	
ESIMATES MAY CHANGE UPON FURTHER INSPECTION & TEAR DOWN		

RECEIVED BY COUNTY AUDITOR
2014 MAR 13 PM 4 23

NOTES		
8@80	LABOR TOTAL	640.00
	PARTS TOTAL	865.28
	SUBLET TOTAL	
	MISC TOTAL	64.00
	SHOP SUPPLIES	
	EPA	3.00
	TAX	76.67
	TOTAL	1,648.95

Signature: Pct 247
Date: Rec 252915
Title: PO 705984

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5/21/14

Taken unit # 50 Rush Peterbilt
(Engine Missing & shutting off while driving)
with diagnostic P.O.
Install parts upon themselves with out
giving us a quote and/or our concent.

Jorge L. Ramos

Purchase Order
COUNTY OF HIDALGO

PO# 706418

DATE: 03/19/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 176311 REQ: 00253777

PHONE:

EMAIL:

RIO GRANDE STEEL LTD
P.O. BOX 5178
MCALLEN TX 78502

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: PCT#320

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER Inv. R2017719		
60.00	EACH	OM 10420 # 4 X 20'.0 GR REBAR	5.08	304.80
120.00	EACH	OM 23612 # 3 X 6 X 12 STIRRUPS	.62	74.40
1000.00	EACH	OM 3008 8" BAR TIES	.02	20.00
		TOTAL:		399.20

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only
4-1200-431-00-124-007-0-679 399.20

Authorized by: Martha L Salazar

US 281 @ E Owassa Rd.
Edinburg, TX 78539
(956) 702-4434

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

1206 W Expressway 83
Peñitas, TX 78576
(956) 581-4432

Rio Grande Steel

www.riograndesteel.com

RECEIVED
LTD. MAY 08 2014
BY:

REMIT TO: RIO GRANDE STEEL, LTD.
P O BOX 5178
McALLEN, TX 78502

Invoice Number: R207749-IN

Invoice Date: 3/20/2014

Page: 1

Sold To:
HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

Ship To:
HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

Ship Via.....: PICKED UP
Salesperson..: 11S
Ship Date....: 3/20/2014
Due Date.....: 4/1/2014
Terms.....: 15 Days

Cust. I.D.....: H8118
P.O. Number..: 706418
P.O. Date....: JLV
Clerk.....:
Sales Code..:

Item. I.D./Desc.	Description	Ordered	Shipped	Unit	Price	Unit	Net	TX	Net
10420	# 4 X 20'.0 IM GR REBAR	60.000	60.000	EA	5.0800	d			304.80
23612	# 3 X 6 X 12 STIRRUPS	120.000	120.000	EA	0.6200	d			74.40
3008	8" BAR TIES	1,000.000	1,000.000	EA	0.0200	d			20.00

INVOICE

4-120-431-00-124-007-0-679
Pct. # 320
Pur. Req. # 253177
P.O. # 706418

Invoice Received By:
Doris Moore on 5-8-14
Goods/Services Received By:
Sol Hoth on 3-20-14
ticket

Subtotal:	399.20
Sales Tax:	0.00
Less Deposit:	0.00
Net Invoice:	399.20

✓
RECEIVED BY

Subtotal.....:
Tax.....:
Payments....:

By signing, customer becomes bound to terms and conditions which are set forth on the reverse side and incorporated by reference

Rio Grande Steel Ltd.
www.riograndesteel.com

US 281 @ E Owassa Rd.
Edinburg, TX 78539
(956) 702-4434

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

1206 W Expressway 83
Peñitas, TX 78576
(956) 581-4432

REMIT TO: RIO GRANDE STEEL, LTD.
P O BOX 5178
McALLEN, TX 78502

RECEIVED APR 02 2014 BY: M

Invoice Number: R207749-IN
Invoice Date: 3/17/2014
Page: 1

Sold To:
HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

Ship To:
HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

Ship Via. . . . . : PICKED UP
Salesperson . . : 11S
Ship Date . . . . : 3/17/2014
Due Date. . . . . : 4/1/2014
Terms. . . . . : 15 Days

Cust. I.D. . . . . : H8118
P.O. Number . : 706418
P.O. Date . . . . : 3/17/2014
Clerk. . . . . :
Sales Code . . :

Item. I.D./Desc.	Ordered	Shipped	Unit	Price	Net	TX	
10420	# 4 X 20'.0 IM GR REBAR	60.000	60.000	EA	5.0800	T	304.80 001
23612	# 3 X 6 X 12 STIRRUPS	120.000	120.000	EA	0.6200	T	74.40 001
3008	8" BAR TIES	1,000.000	1,000.000	EA	0.0200	T	20.00 001

4-120 431-00-124-007-0-679
Pct. # 320
Pur. Req. # 253277
P.O. # 706418 MAB

INVOICE

RECEIVED BY COUNTY AUDITOR 2014 APR 3 PM 2 23

Invoice Received By: [illegible] on 4-2-14
Goods/Services Received By: Rick Lerma on 3-17-14

✓
RECEIVED BY

By signing, customer becomes bound to terms and conditions which are set forth on the reverse side and incorporated by reference.

Subtotal . . . . . :	Net Invoice: 399.20
Tax. . . . . :	Sales Tax: 0.00
Payments. . . . :	Less Deposit: 0.00
Total . . . . . :	399.20

213 E Owassa Rd.
Edinburg, TX 78539
(956) 702-4434

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

1206 W US 83
Penitas, TX 78576
(956) 581-4432

Please remit payment to:
Rio Grande Steel, LTD.
P O Box 5178
Mcallen, TX 78502

RECEIVED
MAR 19 2014
BY:

SO Number: R207749
SO Date: 3/17/2014

Page: 1

Sold To: HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

Ship To: HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

Ship PICKED UP
Salesperson ..... House Acct. Sirl
Ship Date 12/31/5999
Due Date ..... 15 Days
Terms .....

Customer ID..... H8118
P.O. Number 706418
P.O. Date .....
Clerk ..... JLV
Sales Code .....

Sage Software, Inc.

Item I.D.	Description	Ordered	Shipped	Unit	Price	Net	WH
10420	# 4 X 20'.0 IM GR REBAR		60.000 EA	0.000	5.0800	304.80	001
23612	# 3 X 6 X 12 STIRRUPS		120.000 EA	0.000	0.6200	74.40	001
3008	8" BAR TIES		1,000.000 EA	0.000	0.0200	20.00	001

RECEIVED BY COUNTY AUDITOR 2014 MAR 24 PM 3 51

4-120-431-00-124-007-0-679
Pct. # 320
Pur. Req. # 253777
P.O. # 706418 MM

Invoice Received By: Tonie Mars on 3-19-14
Goods/Services Received By: Rick Loredo on 3-17-14

New Terms for all Charge Accounts:"Payment due on the 10th of the month following invoice date."

Rick Loredo — M Road Motor Pool (fence)
Received by (Printed Name)

By Signing, customer becomes bound to terms and conditions which are set forth on the reverse side and incorporated by reference.

Net Order:	399.20
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
	399.20

213 E Owassa Rd.
Edinburg, TX 78539
(956) 702-4434

1980 E Bus 77
San Benito, TX 78586
(956) 361-4443

1206 W US 83
Penitas, TX 78576
(956) 581-4432

Do not load Material

QUOTE

(Good for 15 Days only)

Rio Grande Steel, LTD
(956) 702-4434

RECEIVED
MAR 17 2014
BY:

SO Number: ~~R207749~~
SO Date 3/17/2014

Sales Person No 11S
H8118

George Guerra HAB 5/5/14

Sold to:

HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

Ship to:

HIDALGO COUNTY PRCNT 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX 78542-0337

P.O. Number	Ship via	Clerk	Terms
	PICKED UP	JLV	15 Days

Item ID. / Description	Unit	Ordered	Warehouse	Shipped		Price	Extension Amount
10420	EA	60.000		0.000	0.000	5.0800	304.80
# 4 X 20'.0 IM GR REBAR S70-76			Whse:	001			
23612	EA	120.000		0.000	0.000	0.6200	74.40
# 3 X 6 X 12 STIRRUPS 520-82			Whse:	001			
3008	EA	1,000.000		0.000	1,000.000	0.0200	20.00
8" BAR TIES 320-85			Whse:	001			

Pct 320
Reg 253777
Po 706418

03-17-14

Net Order:	399.20
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
	399.20

Please see atached terms and conditions of contract

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

RECEIVED BY
COUNTY AUDITOR
2014 APR 3 PM 2 23

MEMO

DATE: APRIL 03, 2014
TO: HIDALGO COUNTY AUDITORS OFFICE
FROM: HIDALGO COUNTY PCT. #4

HIDALGO COUNTY PRECINCT #4 IS REQUESTING THAT THE FOLLOWING INVOICE: R207749-IN BE PAID FROM COPY IN THE AMOUNT OF **$399.20** FROM **Rio Grande Steel LTD.**

THE REASON BEING THAT THIS IS A INV. COPY, AS ORIGINAL INVOICE WAS NEVER RECEIVED BY THE PRECINCT.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

Joseph Palacios Commissioner Pct. #4
By: Gloria A. Beltran Pct. #4 Administrative Assistant

CC: COUNTY FILES

AI-44691 **HIDTA - Task Force 15. A.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting Approval to process the following invoices as claims after auditing procedures are completed by county auditor:

VENDOR	INVOICE DATE	INVOICE NO.	AMOUNT
The Monitor	04/30/14	10013876-0414	$301.66
South Texas Communications	05/22/14	56422	$80.72
South Texas Communications	05/22/14	56421	$79.00

BACKGROUND

1. **The Monitor** (Vendor# 401374) Purchased Order No. is 709050 dated 05/15/14
2. **South Texas Communications, Inc.** (Vendor#34797) - service on two (2) undercover HIDTA vehicles radios antennas not
covered under radio warranty. HIDTA is not under the county contract with South Texas Communications.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1252-412-00-270-012-0-540

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

BUDGETARY IMPACT:

Funding available as of 5-23-14

FISCAL YEAR: 2014 **ACCT. #:** 4-1252-412-00-270-012-0-432

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

BUDGETARY IMPACT:

Funding available as of 5-23-14

Attachments

The Monitor

South Texas Communications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/23/2014 09:22 AM
Manuel Chapa	Manuel Chapa	05/23/2014 10:33 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Nelda Olivarez Started On: 05/23/2014 08:46 AM

Final Approval Date: 05/30/2014

HIDALGO COUNTY HIDTA TASK FORCE
PROCESS OF PAYMENT

DATE: 05-22-14 **PO NO.** 709050

VENDOR NAME: AIM MEDIA TEXAS OPERATING, LLC

THE MONITOR BUSINESS OFFICE

VENDOR NO 401374 **INVOICE NO** 10013876-0414

ACCOUNT NO. 13876 **BUDGET ACCOUNT:** 4-1252-412-00-270-012-0-540

AMOUNT TO BE PAID: $301.66

COMMENTS:

AIM MEDIA TEXAS

REMIT TO:
AIM Media Texas
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 10013876 BALANCE DUE $301.66 CHECK NO. _____

MKT. CONSULTANT LIZ FLORES DEPARTMENT MML AMOUNT PAID _____

HID. CO. HIDTA TASK FORCE
ATT: ~~PAT MEDINA~~
P.O. BOX 5719
MCALLEN, TX 78501

Advertising Invoice

INVOICE DATE	INVOICE NO.
4/30/2014	10013876-0414

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVER
10013876	$301.66	$0.00	$0.00	$0.00

DATE	REF #	DESCRIPTION	UNITS	AMOUNT
04/30/14	95174511	3010-MM Classified Legal *CITATION TO DEYANIRA DE LA ROS*	21.00	261.66
04/30/14	95174511	6333-MM Super Charger/Email *CITATION TO DEYANIRA DE LA ROS*		10.00
04/30/14	95174511	6010-MM Legal-Internet *CITATION TO DEYANIRA DE LA ROS*		30.00

HIDALGO COUNTY
HIDTA TASK FORCE

(1) _____ DATE: 5/22/14
GOODS/SERVICES RECEIVED BY:

(2) _____ DATE: 5/22/14
INVOICE RECEIVED BY:

(3) _____ DATE: _____
APPROVE / DEPT HEAD

4-1358-43200-270-012-0510 PO# 709050
ACCOUNT NO.

_____ PO# _____
ACCOUNT NO.

_____ PO# _____
ACCOUNT NO.

Ask your Sales Representative about joining Marketplace, our new search optimized web listing. Starting at only $49.95 per month, it's an affordable way to market your business across internet search engines.

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE DUE
$0.00	(±)	$301.66	-	$0.00	=	$301.66

THE MONITOR · VALLEY STAR · The Herald · Mid-Valley TOWN CRIER · The Coastal CURRENT · El Nuevo Heraldo · SUNDAY · El Extra

Phone: 956-683-4000
Fed ID# 45-5484496

This Statement is due and payable upon receipt.

#10013876 – Hidalgo Co. HIDTA Task Force - 95174511

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

SANDRA PEREZ, being duly sworn on his/her oath states that he/she is a Sales Representative of *THE MONITOR* and that the attached notice appeared in the following issues:

April 30, 2014,

Subscribed and sworn to before me this the 30th day of April A.D 2014

Norma I. Perez

Notary Public, Hidalgo County

NOTARY PUBLIC STATE OF TEXAS
Norma I Perez
My Commission Expires
09/22/2015

CITATION / PUBLICATION - CIVIL

THE STATE OF TEXAS

TO: DEYANIRA DELAROSA RODRIGUEZ

YOU (AND EACH OF YOU) ARE HEREBY COMMANDED to appear before the 92ND DISTRICT COURT of, Hidalgo County, Texas at the Courthouse of said County in Edinburg, Texas, by filing a written answer on or before 10 o'clock A.M. of the first Monday next after the expiration of **FORTY-TWO (42)** days from the date of the issuance of this citation, the date for answer being the 6th day of June, 2014 A.D. to Plaintiff's Petition filed in said court, on February 03, 2014 in this cause, numbered C-0664-14-A on the docket of said court and styled:

STATE OF TEXAS
VS.
A LOT AND IMPROVEMENTS, DESCRIBED AS ALAMO LAND & SUGAR CO., LOT 10-W129-N337.67 & N233-E41 - LOT #9, BLK. 60.120AC NET: AKA 4600 EAST IOWA ROAD, EDINBURG, TEXAS AND ANY RESIDENCE, MOBILE HOME, TRAILERS, IMPROVEMENTS, OR OTHER PERMANENT STRUCTURE LOCATED ON THE PROPERTY.

A brief statement of the nature of this suit is as follows: to-wit: a forfeiture action of:

STATE OF TEXAS
VS.
A LOT AND IMPROVEMENTS, DESCRIBED AS ALAMO LAND & SUGAR CO., LOT 10-W129-N337.67 & N233-E41 - LOT #9, BLK. 60.120AC NET: AKA 4600 EAST IOWA ROAD, EDINBURG, TEXAS AND ANY RESIDENCE, MOBILE HOME, TRAILERS, IMPROVEMENTS, OR OTHER PERMANENT STRUCTURE LOCATED ON THE PROPERTY.

Petitioner is represented by: **TIMOTHY A. DAVIS, ASSISTANT CRIMINAL DISTRICT ATTORNEY,** whose address is the District Attorney's Office, Felony Section, 100 N. Closner, Edinburg, Texas 78539.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs. Witness, **LAURA HINOJOSA, CLERK OF THE DISTRICT COURT OF HIDALGO COUNTY, TEXAS.**

ISSUED AND GIVEN under my hand and seal of said Court at Edinburg, Texas, this April 25th, 2014.

LAURA HINOJOSA, DISTRICT CLERK
By: MIRIAM CASTILLO, DEPUTY CLERK

A TRUE COPY I CERTIFY
J.E. "Eddie" Guerra,
Sheriff, Hidalgo County
BY: Rene Tijerina, #1089 Deputy

NOTICE: YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY-EIGHT DAYS AFTER YOU WERE SERVED THIS CITATION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU.

Purchase Order
COUNTY OF HIDALGO

PO# 709050

DATE: 05/15/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 401374 REQ: 00256874

PHONE: (956)683-4000

EMAIL:

AIM MEDIA TEXAS OPERATING, LLC
THE MONITOR BUSINESS OFFICE
P.O. BOX 3267
MCALLEN TX 78502

SHIP TO: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

CONTACT:

SITE: HIDTA

SPECIAL INSTRUCTIONS: 111

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	SS CITATION BY PUBLICATION FOR FOUR (4) CONSECUTIVE WEEKS FOR A HIDTA TASK FORCE CASE. CAUSE NO. C-0664-14-A.	1,360.60	1,360.60
			TOTAL:	1,360.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1252-412-00-270-012-0-540	1,360.60	

1001387G-044 → 301.66
1,058.94

Authorized by: Martha L Salazar mlv

SOUTH TEXAS COMMUNICATIONS, INC.
PO BOX 3712
709 E. PECAN
McAllen, TX 78502

Voice: 956-687-8591
Fax: 956-687-1735

INVOICE

Invoice Number: 56421
Invoice Date: May 22, 2014
Page: 1
Duplicate

Bill To:	Ship to:
H. I. D. T. A. P.O. BOX 5719 MCALLEN, TX 78502-	CHRIS YATES/956-381-0444 JOB TICKET # 058633 SN# 656CNZ20186 2010 FORD LOBO

Customer ID	Customer PO	Payment Terms	
MHIDTAT		Net 10 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	UPS Ground		6/1/14

Quantity	Item	Description	Unit Price	Amount
1.00	2880376E84	MINI UHF MALE CONN	4.00	4.00
1.00	L.S.B	SERVICE CENTER LABOR FULL FUNCTIONAL TEST REPLACE MINI UHF CONNECTOR ON 800 ANTENNA	75.00	75.00

Subtotal	79.00
Sales Tax	
Total Invoice Amount	79.00
Payment/Credit Applied	
TOTAL	**79.00**

Check/Credit Memo No:

SOUTH TEXAS COMMUNICATIONS, INC.
PO BOX 3712
709 E. PECAN
McAllen, TX 78502

Voice: 956-687-8591
Fax: 956-687-1735

INVOICE

Invoice Number: 56422
Invoice Date: May 22, 2014
Page: 1
Duplicate

Bill To:
H. I. D. T. A. P.O. BOX 5719 MCALLEN, TX 78502-

Ship to:
JOB TICKET#058653 SN#656CNZ0179 VIN#064281 LIC#68PHT5 2008 TOYOTA

Customer ID	Customer PO	Payment Terms	
MHIDTAT		Net 10 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
209	UPS Ground		6/1/14

Quantity	Item	Description	Unit Price	Amount
1.00	L.S.B	SERVICE CENTER LABOR	75.00	75.00
1.00	2880376E84	MINI UHF MALE CONN	5.72	5.72
		FULL FUNCTIONAL TEST		
		REPLACED MINI VHF CONNECTOR		
		REPLACED PINCH WIRE ON THE VHF		
		FENDER MOUNT ANTENNA		

Subtotal	80.72
Sales Tax	
Total Invoice Amount	80.72
Payment/Credit Applied	
TOTAL	**80.72**

Check/Credit Memo No:

AI-44524 **Purchasing Department 16. A. 1.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of contract(s) "on an as needed basis" from responsible vendor(s) submitting the lowest and best bid(s) (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for: Request for Bids titled: Hidalgo County (all funding sources, programs & entities)- "Hot Mix Cold Laid Road Material" through project No.: 2014-139-05-21-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct 1 $53,503.64 as of 05/23/14 (depending on project)

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Pct 2 - $19,321.34 as of 05/20/14 - depending on project

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Pct 3 - $45,419.29 as of 05/20/14 depending on project

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct 4 - $1,009.86 as of 5/23/14 depending on project

Attachments

Tab, Participation & Comparison

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/21/2014 02:16 PM
Budget & Management	Debbie Tamez	05/22/2014 01:37 PM
Glinda Pacheco	Glinda Pacheco	05/23/2014 09:08 AM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Sandy Suarez Started On: 05/14/2014 09:50 AM

Final Approval Date: 05/30/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (All Funding Sources)

BID OPENING DATE: May 21, 2014 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " HOT MIX-COLD LAID ROAD MATERIAL"

BID NO: 2014-139-05-21-SGS | **BUYER: Sandy Suarez**

	NAME OF COMPANY / LOCATION	UNIT PRICE PER TON	TOTAL PRICE
#1	**FRONTERA MATERIALS, INC.** **La Joya Plant: 4.5 Mi. N. of 83 on FM 2221-La Joya, TX.**	**80.50**	**80.50**
#2	CAPA (Upper Valley Materials) 3 mile line & Tom Gill Rd Penitas, TX.	85.00	85.00

Interal Use Only: Commodity Code: 745-14

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: MAY 21, 2014 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- HOT MIX COLD LAID ROAD MATERIAL"

BID NO.: 2014-139-05-21-SGS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Frontera Materials Attn: Barry Ehlinger	EM	Sandy Suarez	05/05/14	PO Box 1917 Weslaco, TX. 78596 P#956-316-8952 C#956-605-5965 bmefrontea@aol.com
2. Valley Caliche Products, Inc. Attn: Mark Motheral	EM	Sandy Suarez	05/05/14	PO Box 1086 Mission, TX. 78573 P# 956-581-2751 F# 956-585-6844 valleycaliche@aol.com
3. F & M Transportation, Inc. Attn: Frank	EM	Sandy Suarez	05/05/14	610 E. Montie Cristo Rd. Edinburg, TX. 78541 P# 956-381-6666 Frank3@fmtransport.com
4. AG III Contractors LLC	EM	Sandy Suarez	05/05/14	22414 W. US Hwy 281 San Benito, TX. 78586 P# 956-361-3011 Zapatachristine@yahoo.com
5. Allied Aggregate Elizabeth Cavazos	EM	Sandy Suarez	05/06/14	Mr. Paschal-316-215-0707 E. Cavazos 412-580-5895 ecavazos@alliedaggregatesllc.com
6. Prime Vendor, Inc. Ashley Reed	EM	Sandy Suarez	05/07/14	4622 Cedar Ave. Ste 124 Wilmington, N.C. 28403 P# 800-746-9554 F# 800-746-8307 Bids41@prime-vendor.com
7. Virtual Builders Exchange Karen Sesters	EM	Sandy Suarez	05/07/14	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902

VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON SHEET

DEPARTMENT NAME: HIDALGO COUNTY (All Funding Sources)	
BID OPENING DATE: May 21, 2014	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: " HOT MIX-COLD LAID ROAD MATERIAL"	
BID NO: 2014-139-05-21-SGS	BUYER: Sandy Suarez

PREVIOUS CONTRACT HOLDER	PROPOSED NEW BIDDER	DIFFERENCE
FRONTERA MATERIALS, INC.	**FRONTERA MATERIALS, INC.**	
$ 83.50	80.50	**3.00**

REQUIREMENTS AGREEMENT
C-14-139-06-03

THIS AGREEMENT (the "Agreement") is entered into as of the **3rd** of **June, 2014** by and between **FRONTERA MATERIALS, INC.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material, "** 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 and 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 **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **June 3, 2014** and ending **June 2, 2015** and may be extended with the County's sole discretion for an additional one (1) year period, 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 Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: **Frontera Materials Inc.**
Attn: Barry Ehlinger, Materials Mgr.
P.O. Box 1449
Elsa, Texas 78543

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 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.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Frontera Materials Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

APPROVED BY COMMISSIONERS COURT ON:_____.

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 05, 2014

Bidder's name

Address

City

State, Zip Code

RE: Hidalgo County (All Funding Sources, Programs and Entities)
Request for Bids – **"HOT MIX- COLD LAID ROAD MATERIAL"**
RFB № 2014-139-05-21-SGS

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"HOT MIX- COLD LAID ROAD MATERIAL"

RFB NO: 2014-139-05-21-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
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 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

May 05, 2014
Date

Bid No: 2014-139-05-21	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)

"HOT MIX- COLD LAID ROAD MATERIAL"

BID OPENING DATE:
MAY 21, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)-HOT MIX -COLD LAID ROAD MATERIAL"** 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-2014-139-05-21-SGS-HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITIIES) – HOT MIX COLD LAID ROAD MATERIAL"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, MAY 21, 2014.**

   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 "RFB NO.: 2014-139-05-21-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – HOT MIX- COLD LAID ROAD MATERIAL"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) – HOT MIX- COLD LAID ROAD MATERIAL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct № 1
Attn. Katia Garcia
1902 Joe Stephens
Weslaco, Texas 78596

Hidalgo County Precinct № 2
Attn. Yoli Cisneros
301 E State
Pharr, Texas 78577

Hidalgo County Precinct № 3
Attn. Norma Ceballos
724 N. Breyfogle
Mission, Texas 78574

Hidalgo County Precinct № 4
Attn. Gloria Beltran/Veronica Lopez
1102 N. Doolittle Rd.
Edinburg, Texas 78539

17. Schedule of Events:

Bid Opening, 9:30 AM	**May 21, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

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 & ENTITIES)
"HOT MIX- COLD LAID ROAD MATERIAL"
BID NO.: 2014-139-05-21-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2014-139-05-21-SGS

Hidalgo County is requesting sealed bids for the purchase of "Hot Mix-Cold Laid Road Material" on as "**As Need Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Hot Mix-Cold Laid Road Material" will be purchased only on an "**As Needed Basis**". It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per ton.

TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Award of contract will be contingent on availability of Hidalgo County funds.

6. **Method of Award**: 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. Location is an important factor in evaluation of bids, due to transportation cost which must be taken into consideration if material is picked up at plant site or transported to County Precincts.

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,

(b) Delivery and acceptance of products and/or performance of service ordered,
(c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. It is understood and agreed that in case Hidalgo County should need "Hot Mix-Cold Laid Road Material" and it is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Testing may be performed at Hidalgo County's request anytime during the length of the contract through an independent testing laboratory.

12. In the event the material furnished does not meet all 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.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

14. Hidalgo County reserves the right to seek purchases for "Hot Mix-Cold Laid Road Material" from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

15. All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

16. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

17. 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.

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. **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 contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, May 14, 2014, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, May 16, 2014, no later than 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2014-139-05-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. The purchase of material will be on an "**As Needed Basis**" only.

MATERIAL: **HOT MIX-COLD LAID ROAD MATERIAL**

BID PRICE PER TON :	Pit/Plant Location:
$_____	_____ _____

Internal use only-Commodity Code: 745-14 Asphalt Tic-concrete- Cold Laid

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					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"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 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 fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val 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 HU 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. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

REQUIREMENTS AGREEMENT
C-14-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the ____of ___, **2014** by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material,"** 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 and 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 **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing ____, **2014** and ending ____, **2015** and may be extended with the County's sole discretion for an additional one (1) year period, 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 Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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
302 W. University Drive
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.

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 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.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By_____

APPROVED BY COMMISSIONERS COURT ON:_____.

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2014-139-05-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. The purchase of material will be on an "**As Needed Basis**" only.

MATERIAL: **HOT MIX-COLD LAID ROAD MATERIAL**

BID PRICE PER TON :	Pit/Plant Location:
$ 80.50 F.O.B PLANT	La Joya Plant

Internal use only-Commodity Code: 745-14 Asphalt Tic-concrete- Cold Laid

BIDDER/COMPANY NAME: Frontera Materials, Inc.
ADDRESS: PO Box 1449
CITY/STATE/ZIP CODE: Elsa TX 78543
PHONE & FAX NUMBER: 956-316-8954 / FAX 316-8905
E-MAIL ADDRESS: barry@fmitex.com
CELLULAR NUMBER: 956-607-5965
AUTHORIZED SIGNATURE: Barry M Ehlinger
PRINTED NAME: Barry Ehlinger
TITLE: Materials Mgr.
DATE: May 21, 2014

☆ Price does NOT include freight!

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2013

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: Consuelo Cavazos, CISR	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: consuelo@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Chapter Oak Fire Ins Co	
INSURED Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	INSURER B: Travelers Casualty Ins. Co. of	
	INSURER C: The Travelers Indemnity Company	
	INSURER D: The Standard Fire Ins. Co.	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2013-2014 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			660-1C405755	9/1/2013	9/1/2014	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-5D227668	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-1C405687	9/1/2013	9/1/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1C405675	9/1/2013	9/1/2014	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)

CERTIFICATE HOLDER

Hidalgo County
100 N. Closner Blvd
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

Robert R Garza/CO Robt R Garza

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Contract Review-Hot Mix-Cold Laid Road Material

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Mar 19, 2013 03:39 PM
Subject : Fwd: Contract Review-Hot Mix-Cold Laid Road Material
To : Sandra Suarez <sandy.suarez@co.hidalgo.tx.us>, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good for you two!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 19, 2013 3:16:00 PM
Subject: RE: Contract Review-Hot Mix-Cold Laid Road Material

The contract as revised is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, March 19, 2013 2:52 PM
To: Steve Crain
Cc: Evangelina Garcia; Sandra Suarez
Subject: Fwd: Contract Review-Hot Mix-Cold Laid Road Material

Mr. Crain:
Please review and comment as to form. We made correction to "paragraph m" as you recommended.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, March 18, 2013 4:54:17 PM
Subject: Contract Review-Hot Mix-Cold Laid Road Material

Marty:
Attached for legal's review as to form is the contract for the "Hot Mix-Cold Laid Road Material" that we need to place an agenda item for approval. I sent this one for legal review also on Saturday however I notice it had the same error under paragraph "m" as the others. So, it's been corrected and now I need for legal to review for approval so as

AI-44812 **Purchasing Department 16. A. 2.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion for Hidalgo County Commissioners Court to accept and approve with authority for County Judge to execute a Memorandum of Understanding (MOU) Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise Program in connection with Hidalgo County highway/road construction and design projects partially or wholly funded through Federal Highway Administration (FHWA).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

NO IMPACT

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 02:49 PM
Budget & Management	Debbie Tamez	05/30/2014 03:43 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Rocio Villarreal Started On: 05/30/2014 02:01 PM

Final Approval Date: 05/30/2014

Texas Department of Transportation

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY Hidalgo County

This Memorandum of Understanding (MOU) is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT),** an agency of the State of Texas; and Hidalgo County, a political subdivision of the State of Texas.

Whereas, from time to time Hidalgo County receives federal funds from the Federal Highway Administration (FHWA) through TxDOT to assist Hidalgo County with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, Hidalgo County, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises (DBEs), as defined by 49 CFR 26 (DBE Program); and

Whereas, TxDOT has implemented a Disadvantaged Business Enterprise Program (DBE Program) that is approved by the FHWA pursuant to 49 CFR part 26; and

Whereas, certain aspects of Hidalgo County 's procurement of construction and design services are subject to review and/or concurrence by TxDOT as a condition of receiving federal funds from FHWA through TxDOT; and

Whereas, Hidalgo County and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, Hidalgo County desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and Hidalgo County find it appropriate to enter into this MOU to memorialize the obligations, expectations and rights each has as related to Hidalgo County 's adoption of the TxDOT DBE's Program to meet the federal requirements;

Now, therefore, TxDOT and Hidalgo County, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that is federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) Hidalgo County is a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must comply with a federally approved DBE Program. The Hidalgo County receives its federal assistance through TxDOT. As a sub-recipient, Hidalgo County has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as Hidalgo County, adopt the DBE program, administered through TxDOT, and Hidalgo County by its prescribed protocol adopted the TxDOT DBE Program as of the date when adoption occurred.

(3) This MOU evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by Hidalgo County to achieve its DBE participation in federally assisted Construction and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for Hidalgo County and for TxDOT.

(5) Hidalgo County and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by Hidalgo County :

(a) Hidalgo County will be responsible for project monitoring and data reporting to TxDOT. Hidalgo County will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, to Hidalgo County .

(b) Hidalgo County will recommend contract-specific DBE goals consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. Hidalgo County 's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. Hidalgo County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority regarding DBE goals.

(c) TxDOT will cooperate with Hidalgo County in an effort to meet the timing and other requirements of Hidalgo County projects.

(d) Hidalgo County will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its projects that use federal funds and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on Hidalgo County construction projects or design projects subject to the DBE Program. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) Hidalgo County will conduct reviews and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. Hidalgo County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews. Hidalgo County shall provide TxDOT with a listing of sanctions that will be assessed against contractors for violation of federal DBE regulations and its procedures for investigation of violations and assessment of sanctions for documented violations. Hidalgo County will require contractors for its FHWA federally assisted projects to use the attached forms as follows:

Attachment 1 – Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form SMS 4901

Attachment 2 – DBE Monthly Progress Report Form SMS 4903

Attachment 3 – DBE Final Report Form SMS 4904

Attachment 4 – Prompt Payment Certification Form (Federal-air Projects) 2177

(g) Hidalgo County will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding Hidalgo County 's administration of the DBE Program through TxDOT.

(h) Hidalgo County will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. Hidalgo County and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in Hidalgo County area.

(j) Hidalgo County will submit DBE semi-annual progress reports to TxDOT.

(k) Hidalgo County will participate in TxDOT sponsored training classes to include topics on Title VI of the Civil Rights Act of 1964, DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on Hidalgo County projects in the DBE Education and Outreach Programs.

(l) The Executive Director of Hidalgo County will implement all federal requirements, including those stated in Attachments A through F, which are incorporated as though fully set out herein for all purposes.

(m) In accordance with 23 CFR 200.1, Hidalgo County shall develop procedures for the collection of statistical data (race, color, religion, sex, and national origin) of participants in , and beneficiaries of Sate highway programs, i.e., relocatees, impacted citizens and affected communities; develop a program to conduct Title VI review of program areas; and conduct annual reviews of special emphasis program areas to determine the effectiveness of program area activities at all levels. TxDOT, in accordance with federal law, may conduct compliance reviews by TxDOT's Office of Civil Rights (OCR).

(n) Hidalgo County will comply with 49 CFR 26.29 as stated in Attachment F.

(6) In the event there is a disagreement between TxDOT and Hidalgo County about the implementation of the TxDOT DBE Program by Hidalgo County the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by Hidalgo County can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This MOU becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this MOU is terminated for any reason, Hidalgo County will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non- compliant with 49 CFR Part 26.

(9) This MOU applies only to projects for which Hidalgo County is a sub-recipient of federal funds through TxDOT. Hidalgo County may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. Hidalgo County may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this MOU are also incorporated as if fully set out herein for all purposes:

Attachment A – FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973);

Attachment B – SPECIAL PROVISION – LOCAL GOVERNMENT / RMA / NON-STANDARD CONTRACTS

Attachment C – 49 CFR §26.13 (contractual assurances)

Attachment D – DBE Program Compliance Guidance for Local Government Agencies

Attachment E – FHWA Form 1273

Attachment F – Texas Department of Transportation (TxDOT) Disadvantaged Business Enterprise (DBE) Program with attachments as follows:

- Attachment F1 – DBE Regulations: 49 CFR Part 26
- Attachment F2 – DBE Special Provisions 000-1966
- Attachment F3 – TxDOT's Organizational Chart
- Attachment F4 – Measurement and Payment Special Provision 009-007
- Attachment F5 – Texas Unified Certification Program (TUCP) DBE directory example and website address to the directory
- Attachment F6 – DBE Goal Methodology
- Attachment F7 – DBE Bidder Certification
- Attachment F8 – DBE Joint Check Approval Form
- Attachment F9 – TUCP Standard Operating Procedures (SOP)
- Attachment F10 – TUCP Memorandum of Agreement (MOA)
- Attachment F11 – Forms list

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this MOU shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by

registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

Hidalgo County

Judge Ramon Garcia
Hidalgo County Judge

Hand Delivery:

302 W. University Dr., Edinburg, Texas 78539

Registered or Certified Mail (Return receipt requested):

302 W. University Dr., Edinburg, Texas 78539

TEXAS DEPARTMENT OF TRANSPORTATION
DBE Liaison
Office of Civil Rights
Address: 125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This MOU may be modified or amended only by written instrument, signed by both

Hidalgo County and the TxDOT and dated subsequent to the effective date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however,
Hidalgo County and TxDOT may mutually agree to terminate this MOU.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This MOU shall not be construed in any way as a waiver by the parties of any immunity from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

EXECUTED in duplicate originals by TxDOT and Hidalgo County, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Phil Wilson
Executive Director

Date: _____

Hidalgo County

By: _____
Ramon Garcia
Hidalgo County Judge

Date: _____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
STEPHEN L. CRAIN

AI-44788 **Purchasing Department 16. A. 3.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: D. Flores/Mgr-HC-Bldg. Maint. **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Facilities Management:
Acceptance and approval of turn-key proposal and service contract submitted by Pro Tech Mechanical, Inc. in the amount of $111,650.00 (thru County's participation with TIPS/TAPS Contract No. 2012414) for the replacement of a 160 ton Chiller for the Old Administration Building (100 E. Cano-Edinburg) with authority for County Judge to execute Service Contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Account available balance as of 5-30-14 $184,282.20
Req # 256279

Attachments

TIPS Proposal Certification Letter

Final Proposal from Pro Tech Mechanical

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 04:40 PM
Budget & Management	Debbie Tamez	05/30/2014 04:45 PM
Manuel Chapa	Manuel Chapa	05/30/2014 05:09 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Moises Salazar Started On: 05/30/2014

Final Approval Date: 05/30/2014

THE INTERLOCAL PURCHASING SYSTEM 4845 US Highway 271 North, Pittsburg, Texas 75686 Tel 866-839-8477 Fax 866-839-8472

May 28, 2014

Hidalgo County
3100 S. Business Hwy. 281
Edinburg, TX 78539

RE: Pro Tech Mechanical, Inc.
Contract # 2042414
Commodity Contract: Trades, Labor and Materials
Awarded Date effective through 04/24/2015

TO WHOM IT MAY CONCERN:

The Interlocal Purchasing System (TIPS) verifies that Pro Tech Mechanical, Inc. has an Awarded Contract with The Interlocal Purchasing System (TIPS), and is authorized to sell products, supplies and services under **Contract # 02042414.**

This Authorization for Pro Tech Mechanical, Inc. to Hidalgo County dated **4/29/2014** for "Chiller Replacement at the County Administration Building" in the amount of **$111,650.00** has been reviewed by TIPS and found to be within the parameters of the awarded contract as listed above.

If you have any questions, you may reach me at 866-413-6574 or by email to david.mabe@tips-usa.com.

Sincerely,

David Mabe

David Mabe
TIPS National Coordinator
JOC and Trades Manager

6346 Harwick Drive□Corpus Christi, Texas 78417
Phone 361-882-2101 □Fax 361-882-2154
TACLA20619E

Service Proposal

Proposal Number: QV0414028
Hidalgo County
3100 South Highway 281
Edinburg, Texas 78540

4/29/2014
Tips/Taps Contract # 2042414
Hidalgo County Vendor # 413046

Re:Replace 160 ton chiller on roof of Hidalgo County Administration Building

Mr. Daniel Flores:

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:
Replace the York YCAS 160 ton screw chiller on the roof of the Hidalgo County Administration Building. Pro Tech Mechanical will replace the old York machine with a new McQuay air cooled scroll machine. Please see the attached description of equipment for specs on the machine. Pro Tech will disconnect the old York, remove it with a crane, and set the new McQuay in the same spot as the old machine. Pro Tech will connect the new machine to the existing power and piping connections. The old machine will be disposed of following EPA and local waste regulations.**PRICE WILL INCREASE 2% EFFECTIVE JUNE 1, 2014**

1. All work shall be performed in accordance with all applicable State and Local codes and standards.
2. All work to be performed by EPA certified technicians and executed in a professional workman like manner.
3. All equipment and material installed on this project shall be new and unused unless otherwise noted.
4. All work to be performed during normal business hours, Monday through Friday unless otherwise noted.
5. Other labor and material is excluded unless specifically mentioned in the above scope.
6. If the work is delayed or stopped at the request of the CUSTOMER or by third parties, additional charges may apply.

Exclusions: Controls and building system automation by others.

Labor: $7,440.00
Materials: $104,210.00

Total investment for this service is: (**$111,650.00) One Hundred Eleven Thousand Six Hundred Fifty Dollars and No Cents.**All applicable Freight and Taxes are excluded and will be billed in addition to the proposed price. All prices are firm for thirty-30 days.

Thank you for the confidence that you have shown in Pro Tech Mechanical by requesting this proposal. We sincerely appreciate the opportunity to provide these services for your organization. Should you have any questions about this proposal or any other request please call us at 361-882-2101 or e-mail me at hank@protechmech.com

Regards,

Hank Troppy
Pro Tech Mechanical, Inc.

Acceptance of Proposal -The undersigned affirm that they have read and understand the entire PROPOSAL AGREEMENT and agree to abide by the above prices, specifications and conditions. You are authorized to do the work as specified according to the above scope. Payment will be made as outlined above. Pro Tech Mechanical will warranty all parts per the standard manufacturers warranty and labor will be warranted for 90 days.

Execution by Authorized
Representative: _____

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157 Austin, TX 78711, 800-803-9202, 512-463-6599.

Service Contract

This AGREEMENT entered into by and between:

Hidalgo County

Hereinafter referred to as "CUSTOMER"

AND

Pro Tech Mechanical, Inc.

Service	4/29/2014	QV0414028
Proposal Type	Date	Proposal Number

- This AGREEMENT shall be administered by Pro Tech Mechanical's office presently located at:
  Pro Tech Mechanical, Inc.
  6346 Harwick Drive
  Corpus Christi, Texas 78417

- The service(s) and/or parts to be provided at the following CUSTOMER location(s):
  Hidalgo County Administration Building
  100 E. Cano St.
  Edinburg, Texas 78540

SCOPE OF SERVICE to be provided by Pro Tech Mechanical in accordance with the following description:

- Including any attachments indicated (with an `x') below N/A is Not Applicable)

__X__ PROPOSAL DATED: 4/29/2014
_____ SCOPE OF SERVICE Page(s)
_____ Other attachments

The AGREEMENT PRICE is: (**$111,650.00) One Hundred Eleven Thousand Six Hundred Fifty Dollars and No Cents.**excluding applicable freight & taxes. This price is based on normal working hours, Monday through Friday, unless otherwise stated herein. If the work is delayed or stopped at the request of the CUSTOMER or requirements of third parties, additional charges will be applicable.

The undersigned affirm that they have read and understand the entire AGREEMENT including the Terms and Conditions appearing below.

Execution by Authorized Representatives:
SUBMITTED BY:Hank Troppy **DATE:**4/29/2014

CUSTOMER ACCEPTANCE: P.O. # _____

_____ Pro Tech Mechanical, Inc.
COMPANY

_____ Hank Troppy
CUSTOMER NAME

_____ Account Executive
TITLE

_____ _____ 4/29/2014
Customer Acceptance (signature) Date PRO TECH MECHANICAL (signature) Date

Description of Unit

McQuay AGZ160D Series Air Cooled Package Chiller complete with the following:

- Copeland Compliant scroll type compressors – dual circuits, 6 steps unloading, R-410a refrigerant
- Roto-lock compressor couplings
- DX shell and tube evaporator, ASME construction with ¾" insulation, dual circuits
- Copper condenser coil with aluminum fins and integral sub cooler
- Direct drive, prop type condenser fans with 3 ph. TEAO motors
- Microprocessor controller with control XMFR
- 460/3/60, single point power, MCA = 347, MOCP = 400
- 1 year total parts warranty
- 2^{nd} to 5^{th} year compressor parts only warranty
- Louvered hail guards
- Phase and under/over voltage protection
- Paddle type flow switch, field installed
- R-I-S isolators, field installed
- **UNIT INCLUDES COATED COILS**

Price Breakdown

Equipment:		$96,191.66
Parts and Material:		$ 4,846.12
Labor:		$ 7,440.00
Warranty:		$ 983.00
Buyboard Participation Cost:		$ 2,189.22
	Total:	$111,650.00

PRO TECH MECHANICAL, INC
TERMS AND CONDITIONS OF SALE

1. **PAYMENT AND TAXES--** Payment shall be made 1.25% 10/net 30 days from date of invoice. Pro Tech Mechanical, Inc reserves the right to require cash payment or other alternative method of payment prior to completion of work if Pro Tech Mechanical, Inc determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Pro Tech Mechanical, Inc any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

2. **WORKING HOURS–** All services performed under this Agreement including major repairs, are to be provided during Pro Tech Mechanical, Inc's normal working hours unless otherwise agreed.

3. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Pro Tech Mechanical, Inc's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

4. **EXCLUSIONS–** Pro Tech Mechanical, Inc is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Pro Tech Mechanical, Inc is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Pro Tech Mechanical, Inc's control.
   Pro Tech Mechanical, Inc is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Pro Tech Mechanical, Inc encounters any asbestos product or any hazardous material in the course of performing its work, Pro Tech Mechanical, Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Pro Tech Mechanical, Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
   Pro Tech Mechanical, Inc shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Pro Tech Mechanical, Inc, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Pro Tech Mechanical, Inc shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY–** Pro Tech Mechanical, Inc warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Pro Tech Mechanical, Inc also warrants all Pro Tech Mechanical, Inc parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Pro Tech Mechanical, Inc shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Pro Tech Mechanical, Inc in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Pro Tech Mechanical, Inc's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.

6. **PROPRIETARY RIGHTS–** During the term of this Agreement and in combination with certain services, Pro Tech Mechanical, Inc will retain all rights to Advanced Chiller Technology software and it shall remain the personal proprietary property of Pro Tech Mechanical, Inc. Customer shall not acquire any interest, title or equity in any software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing installation or service on this software.

7. **DELAYS–** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

8. **CUSTOMER RESPONSIBILITIES–** Customer shall:
   - Provide a safe work environment.
   - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
   - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
   - Promptly notify Pro Tech Mechanical, Inc of any unusual operating conditions.
   - Upon agreement of a timely mutual schedule, allow Pro Tech Mechanical, Inc to stop and start equipment necessary to perform service.
   - Provide adequate water treatment.
   - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
   - Where Pro Tech Mechanical, Inc's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
   - Operate the equipment properly and in accordance with instructions.

9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE–** In the event Pro Tech Mechanical, Inc recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Pro Tech Mechanical, Inc shall not be responsible for any equipment or control failures, operability or any long-term damage that may result.

10. **CUSTOMER TERMINATION–** Customer shall have the right to terminate this Agreement for Pro Tech Mechanical, Inc's non-performance provided Pro Tech Mechanical, Inc fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Pro Tech Mechanical, Inc shall have free access to enter Customer locations to disconnect and remove any Pro Tech Mechanical, Inc personal proprietary property or devices as well as remove any and all Pro Tech Mechanical, Inc-owned parts, tools and personal property. Additionally, Customer agrees to pay Pro Tech Mechanical, Inc for all incurred but unamortized service costs performed by Pro Tech Mechanical, Inc including overheads and a reasonable profit.

11. **PRO TECH MECHANICAL, INC TERMINATION–** Pro Tech Mechanical, Inc reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Pro Tech Mechanical, Inc.

12. **LIMITATION OF LIABILITY–** Under no circumstances shall Pro Tech Mechanical, Inc be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Pro Tech Mechanical, Inc shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Pro Tech Mechanical, Inc's negligent acts or omissions directly contributed to such injury or property damage. Pro Tech Mechanical, Inc's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Pro Tech Mechanical, Inc under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Pro Tech Mechanical, Inc.

13. **CLAIMS–** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

14. **GOVERNMENT PROCUREMENTS-** Pro Tech Mechanical, Inc offers standard commercial items, which may not comply with Government specifications. Pro Tech Mechanical, Inc does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Pro Tech Mechanical, Inc provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.

15. **SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Pro Tech Mechanical, Inc's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

16. Customer agrees not to hire or attempt to hire any of Pro Tech Mechanical's employees during this agreement term or within one year of the last date of the last invoice to the customer.

PROTECH-03 GCROUCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2014

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
Donegan Insurance Agency, Inc.
314 North Camp Street
Seguin, TX 78155

CONTACT NAME:
PHONE (A/C, No, Ext): (830) 303-8300 FAX (A/C, No): (830) 303-8318
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company.LTD	11000
INSURER B : Texas Mutual Ins. Co.	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pro Tech Mechanical Valley LLC
6346 Harwick Drive
Corpus Christi, TX 78517

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			61SBMTC1192	12/13/2013	12/13/2014	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 200,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			61SBMTC1192	12/13/2013	12/13/2014	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TSF-0001175483	01/01/2014	01/01/2015	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Hidalgo County Facilities Management
3100 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

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AI-44636 **Purchasing Department 16. A. 4.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority for the following for “Pre-Paid (Post-Tax) Voluntary Legal Services”-Hidalgo County:

1. Advertise and approval of procurement packet (draft specifications/requirements, legal notice, etc.) for: Pre-Paid (Post-Tax) Voluntary Legal Services”-Hidalgo County (RFB #2014-054) with the following conditions;

A. Employees would have opportunity to keep current awarded vendor but not through a payroll deduction option;

B. New vendor, if one awarded, would offer the product on a "post-tax payroll deduction option";

2. Exercise the County's option for the sixty (60) day grace period extension for contract #E-13-205-06-11 for: “Pre-Paid (Post-Tax) Voluntary Legal Services”-Hidalgo County while procurement process is completed and awarded under the same rate, term and conditions.

BACKGROUND

Benefit agreement is to no cost to the County

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact to Hidalgo County

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

PO# 702413 - Advertising

Attachments

pre paid documents

pre paid backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 12:27 PM
Budget & Management	Debbie Tamez	05/30/2014 01:19 PM
Manuel Chapa	Manuel Chapa	05/30/2014 04:43 PM

Auditor's Office Monica Badillo 05/30/2014 05:22 PM

Form Started By: Yvette Islas Started On: 05/20/2014 05:46 PM

Final Approval Date: 05/30/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 21, 2014

Pre-Paid Legal Services, Inc. Via Email: tmkldj@gmail.com
Attn: Kathy Pinson Vice President of Regulatory Compliance
One Pre-Paid Way
Ada, OK 74820

Re: Sixty-Day Extension for "**PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES HIDALGO COUNTY**"-Hidalgo County
E-13-205-06-11

Dear Ms. Pinson:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department via email to: yvette.salinas@co.hidalgo.tx.us by May 27, 2014 so as to meet the agenda request form deadlines.

By: Kathy Pinson Date: 5/21/14
Kathy Pinson Vice President of Regulatory Compliance

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette Salinas
Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

xc: file

152731

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2013

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: Samantha Scheibel
Commercial Lines - (952) 830-3000	PHONE (A/C, No, Ext): (952) 583-0877 FAX (A/C, No): (866) 723-7864
Wells Fargo Insurance Services USA, Inc.	E-MAIL ADDRESS: samantha.scheibel@wellsfargo.com
4300 MarketPointe Drive, Suite 600	INSURER(S) AFFORDING COVERAGE / NAIC #
Bloomington, MN 55435-5455	INSURER A: Federal Insurance Company 20281
INSURED	INSURER B:
MidOcean PPL Holdings Corp	INSURER C:
Pre-Paid Legal Services, Inc. dba LegalShield	INSURER D:
1 Prepaid Way	INSURER E:
Ada OK 74820-5813	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 6124568 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			35983718	06/01/2013	06/01/2014	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			73580470	06/01/2013	06/01/2014	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	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71749133	06/01/2013	06/01/2014	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 Certificate Holder is named as Additional Insured as respects General Liability where required by written contract or agreement.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept, Martha Salazar
100 E Cano 4th Fl Adm Bldg
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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APPROVED

AI-38873 **9. D.**

CC CONSENT

Meeting Date: 06/11/2013

Submitted For: Martha L. Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the second (2nd) year of the two (2)-one (1) year renewal as provided in Agreement under Contract #E-12-148-05-22 (original contract #C-11-059-06-21) with Pre-Paid Legal Services, Inc. for the "Pre-Paid (Post Tax) Voluntary Legal Services" with same rates, terms and conditions.

BACKGROUND

Benefit agreement is at no cost to Hidalgo County.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact to Hidalgo County.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/31/2013 10:27 AM
Budget & Management	Obdett Calzada	05/31/2013 11:34 AM
Olga Garza	Olga Garza	06/05/2013 02:15 PM
Auditor's Office	Monica Badillo	06/07/2013 05:22 PM

Form Started By: Vangie Garcia Started On: 05/21/2013 08:52 AM

Final Approval Date: 06/07/2013

PRE-PAID LEGAL SERVICES, INC.

Serving North American Families Since 1972

CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

BENEFIT AGREEMENT

This Agreement made and entered into this 21st day of June, 2011 by and between Pre-Paid Legal Services, Inc. ("Pre-Paid"), One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas ("County") 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, Pre-Paid is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the "Pre-Paid Legal Plan" and

WHEREAS, County desires to make available to their employees the Pre-Paid Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING

County will make available to its employees, as a payroll deduction benefit, the Pre-Paid Legal Plan outlined in Appendix A.

Pre-Paid will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST

The monthly cost to the member for the outlined plans shall be as follows

Comprehensive Group Plan & Legal Shield	$15.75
Comprehensive Group Plan, Legal Shield & Identity Theft Shield	$25.70
Comprehensive Group Plan, Legal Shield, Identity Theft Shield & Safeguard	$26.70
Identity Theft Shield (Stand-Alone)	$12.95
Identity Theft Shield & Safeguard (Stand-Alone)	$13.95

The $10 Pre-Paid Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for One (1) year.

SERVICE ENROLLMENT

Independent marketing associates of Pre-Paid shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the Comprehensive Group Plan and Legal Shield at any time.

County employees may enroll or discontinue the Identity Theft Shield & Safeguard at any time, but may not re-enroll until one year after their cancelation date.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING

Pre-Paid shall bill County each month for the membership fees due for each active member and County shall remit such funds to Pre-Paid.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the agreement shall be for One (1) Year, with the County's option to renew the agreement for an additional two (2)-one (1) year terms based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

This Agreement may be terminated with or without cause by County with thirty (30) day's written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Vice President of Regulatory Compliance
Pre-paid Legal Services, Inc.
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

Approved by Commissioners' Court
on 6-21-11 RO

Ramon Garcia, County Judge

Date

Pre-Paid Legal Services, Inc.

Kathy Pinson, Vice President of Regulatory Compliance

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved As To Form:
ATLAS & HALL, L.L.P.

Stephen L. Crain

Approved By Commissioners Court: June 21,2011

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

APPENDIX A

Dear Member:

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney). This Contract covers legal matters within the state of the Named Member's primary residence. For legal matters that arise within the United States and outside of the Named Member's primary residence, the Provider Attorney will assign an attorney who is duly licensed to practice law in the jurisdiction of the legal matter to provide benefits under this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's contract to one available in that state.

BENEFIT I: UNLIMITED TOLL-FREE TELEPHONE CONSULTATIONS

The Covered Person may receive toll-free telephone consultations on unlimited legal matters, personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, if, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

BENEFIT II: PHONE CALLS AND LETTERS ON YOUR BEHALF

If the consulting Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be written or made on behalf of the Covered Person. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per Membership Year on business legal matters with no more than one (1) per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard rate.

BENEFIT III: CONTRACT AND DOCUMENT REVIEW

After consultation, the Covered Person may have reviewed by the Provider Attorney, any personal legal document of ten (10) pages or less in which the Covered Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per Membership Year, in which the Covered Person is signing on behalf of the business so long as the business is a sole proprietorship owned by the Covered Person. The Covered Person shall mail a copy of the document to be reviewed, retaining the original, together with his/her telephone number, to the Provider Attorney. The Provider Attorney will review the copy and thereafter advise the Covered Person by telephone.

BENEFIT IV: MORTGAGE DOCUMENT ASSISTANCE

The Named Member and Named Member's spouse are entitled to have any and all mortgage loan documents, as may be required by the lending institution and not otherwise provided or prepared by the seller, lender or other third party, prepared by the Provider Attorney, as required by state law. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least three (3) business days prior to the closing date. Legal services under this benefit are available once each Membership Year for the Named Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least three (3) business days prior to the closing date. This benefit does not include review of the Abstract and preparation of a Title Opinion thereon nor the Provider Attorney's presence at closing. Any and all costs and expenses payable in connection with the loan; any and all costs and expenses required to be paid by the lender in advance; benefit charges; recording/transfer charges; survey and pest inspection charges; attorney, notary, closing charges, and any other settlement charge required by law to be disclosed in a settlement statement prepared in accordance with state law will be the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT V: UNCONTESTED SEPARATION

The Named Member is entitled to representation by the Provider Attorney for an uncontested legal separation or uncontested civil annulment if available in the state of the Named Member's primary residence. Uncontested separation is defined as a separation where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Benefits for a contested separation or contested civil annulment are available at a twenty-five percent (25%) discount from the Provider Attorney's standard rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested legal separation or uncontested annulment becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VI: UNCONTESTED DIVORCE

The Named Member is entitled to representation by the Provider Attorney for an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, net material assets of the marriage are under $100,000 and no division of retirement benefits is applicable. If the court with jurisdiction over the divorce action changes any term of an agreed upon decree, the divorce shall be considered contested unless both parties to the divorce agree to accept the court's order. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These services are provided at the twenty-five percent (25%) discount rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested divorce becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VII: UNCONTESTED ADOPTION

The Covered Person is entitled to an uncontested adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are attainable and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested adoption becomes contested, subsequent benefits will be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person. Guardianship proceedings are specifically excluded under this benefit.

BENEFIT VIII: UNCONTESTED NAME CHANGE

The Covered Person is entitled to an uncontested name change prepared by the Provider Attorney. Uncontested name change is defined as a name change where all consents are attainable and the name change is not contested or challenged. This benefit includes the preparation for and attendance, if required, at the

initial hearing to obtain the change in name. Preparation for and work required for the publication are available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person.

BENEFIT IX: HEALTH CARE POWER OF ATTORNEY

The Named Member and Named Member's Spouse will be entitled to have a Health Care Power of Attorney prepared according to their instructions and which conforms to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any changes thereto which are necessary.

BENEFIT X: DIRECTIVE TO PHYSICIAN

The Named Member and Named Member's Spouse will be entitled to have a Directive to Physician / Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any changes thereto which are necessary.

BENEFIT XI: WILL PREPARATION

The Covered Person is entitled to have a standard Last Will and Testament prepared by the Provider Attorney. Trusts are available at the twenty-five percent (25%) discount rate. Any Covered Person desiring a Last Will and Testament should complete a Will Questionnaire and return it by mail to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person (Testator).

The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testatment and make any changes which are necessary. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

BENEFIT XII: MOTOR VEHICLE RELATED BENEFITS

Legal services requested under Benefit XII are available fifteen (15) days after the Effective Date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a pre-existing condition and will not be covered.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations during the Membership Year. The Provider Attorney must have five (5) business days notice for court representation or benefits will not be available.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of two and one-half (2-1/2) hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where a right to appeal is provided by statute.

2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters.

3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.

D. Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of $2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

E. **Exclusions:**

1. Pre-existing Conditions as defined in the General Provisions of this Contract.

2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

3. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

4. Any traffic tickets received while driving a commercial vehicle. A commercial vehicle is defined as any vehicle with more than two (2) axles and with a gross vehicle weight exceeding 7,500 pounds.

5. Hit and run related charges, leaving the scene of an accident or similar charges.

6. Charges where the Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection.

BENEFIT XIII: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the specified Covered Person to receive legal services under this benefit, the criminal action must be one which arises as a result of the Covered Person's conduct within the scope of his or her legal employment.

B. During the first Membership Year, the legal services under this benefit shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the legal services available under this benefit increase as follows:

1. Second Membership Year: 120 hours of trial time, which includes 3 hours of pre-trial time.

2. Third Membership Year: 180 hours of trial time, which includes 3-1/2 hours of pre-trial time.

3. Fourth Membership Year: 240 hours of trial time, which includes 4 hours of pre-trial time.

4. Fifth Membership Year: 300 hours of trial time, which includes 4-1/2 hours of pre-trial time.

D. **Exclusions:**

1. This benefit does not cover defense of claims or charges relating to alcohol, drugs, substance

abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.

2. This benefit does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.

3. This benefit provides legal services for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.

4. This benefit does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Benefits XII and XIV of this Contract.

5. Class actions or interventions or amicus curiae filings or class actions filed in which the Covered Person is a party or potential party are excluded.

6. Pre-existing Conditions are excluded under this benefit. Pre-existing Conditions for Benefit XIII are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.

7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.

8. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this benefit.

10. This benefit does not cover garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.

BENEFIT XIV: IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to fifty (50) hours of professional services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15 of the year this Contract is effective.

C. Legal services to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. **Exclusions:**

1. Garnishment, attachment or any other post judgment relief action.

2. Class actions or interventions or amicus curiae filings.

3. Charges of tax fraud or income tax evasion.

4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.

5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.

6. Services rendered by an enrolled agent are not coverable.

7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

BENEFIT XV: IN-OFFICE CONSULTATION

The Named Member and/or Named Member's Spouse are entitled to one (1) hour of in-office consultation per Membership Year at the main office of the Provider Attorney.

BENEFIT XVI: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard rate.

All the above Benefits are a part of and are subject to all General Provisions of this Contract.

GENERAL PROVISIONS

A. **Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

B. **Covered Person Shall Include:**

1. The Named Member.

2. The Named Member's spouse.

3. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.

4. Any child under 18 years of age for whom the Named Member, or the Named Member's spouse, is the legal guardian.

5. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 23 years of age who are full-time students.

6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member, or the

Named Member's spouse, for support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member, or the Named Member's Spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle, except commercial vehicles with more than two (2) axles.

D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Named Member.

E. **Availability of Benefits:** Not all benefit provisions are available in every state. A Covered Person is entitled to the benefits outlined in this Contract only to the extent such benefit is available and permitted by the laws of the state having jurisdiction over the legal matter.

F. **Entire Agreement:** This Contract represents the entire agreement between the Named Member and the Company.

G. **Provider Attorney:** Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

H. **Territory:** This Contract provides services within the United States.

I. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

J. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

K. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

L. **The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc.

M. **Pre-existing Conditions:** Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the Effective Date of the Contract, even though the citation might not be issued until after fifteen (15) days following the Effective Date of the membership.

N. **Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Benefits XII and XIII of this Contract. This Exclusion does not apply to legal services provided under Benefits I or XVI of this Contract.

O. **Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Any action, proceeding or dispute relating to the Named Member's employment.

2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.

3. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its subsidiaries, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc. or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any benefit of this Contract, during the pendency of such lawsuit or until its resolution.

4. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

P. **Attorney-Client Contract:** All services provided under any benefit herein, except Benefit I, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

Q. **Attorney of Choice:** If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person must contact the Provider Attorney before contacting the attorney of his/her choice. The Provider Attorney and the Attorney of Choice shall enter into a contract before services are rendered, such contract setting forth the fees to be paid by the Provider Attorney to the Attorney of Choice which fees shall be the normal capitated rate paid to the Provider Attorney. If the Attorney of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those covered by the normal capitated rate paid by the Provider Attorney to the Attorney of Choice.

R. **Provider Attorney's Professional Judgment:** It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any benefit of this Contract presents a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

S. **Examination Right:** The Named Member shall have ten (10) days after delivery to examine the Contract and, if the Named Member is not satisfied with it for any reason, the Named Member may return the Contract and have the paid premium refunded. Upon return of the Contract to the Company or the agent through whom it was purchased, within ten (10) days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

T. **Cancellation of Contract:** The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

U. **Settlement of Disputes:** All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between you and the company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If you file a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, you may do so only on an

individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

V. **Application:** No statement made by the Named Member in his application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

W. **Duplication of Coverage:** A Covered Person may not secure services from the Attorney Provider for the same matter under more than one of the Company's or its subsidiaries' or affiliates' contracts, no matter how many such contracts the Covered Person owns. Once a Covered Person has been determined to be entitled to legal services under any benefit of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those legal services rather than utilizing the legal services available under any other benefit for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

X. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

Y. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee, without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

Z. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.

Chairman of the Board

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

LEGAL SHIELD ADDENDUM

This Addendum is to be attached to and form a part of your family plan membership number
In addition to the services covered by the aforementioned family plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained by a Law Enforcement Officer.

2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.

3. The Covered Person is involved in an accident that results in bodily harm or physical injury to the Covered Person.

4. The Covered Person is served with a warrant.

ADDITIONAL PROVISIONS

A. This Addendum is subject to the General Provisions of the aforementioned family plan.

B. As used herein, a "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or private security personnel in the course of such person's employment.

C. As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.

D. These benefits are available subject to the following exclusions:

1. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

2. Assistance in making, posting, or obtaining bond, bail or other security required for release.

3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.

E. The telephone access provided in this Addendum is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

PRE-PAID LEGAL SERVICES, INC.
Serving North American Families Since 1972
CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

IMPLEMENTATION SCHEDULE

Pre-Paid Legal Services, Inc. Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once the Pre-Paid Legal Services, Inc. has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
    a. Signature of the authorizing officer will be secured for authorization of payroll deduction
    b. Establish employee enrollment meeting dates, times and locations
    c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand

2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.

3. A conference call will be set-up and initiated by Pre-Paid Legal Services Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.

4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.

5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.

6. If onsite enrollment is elected by your company, Pre-Paid Legal Services, Inc. will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.

7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.

8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome.

PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.

C-11-059-06-21

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BENEFIT AGREEMENT

This Agreement made and entered into this 21st day of June, 2011 by and between Pre-Paid Legal Services, Inc. ("Pre-Paid"), One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas ("County") 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, Pre-Paid is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the "Pre-Paid Legal Plan" and

WHEREAS, County desires to make available to their employees the Pre-Paid Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING
County will make available to its employees, as a payroll deduction benefit, the Pre-Paid Legal Plan outlined in Appendix A.

Pre-Paid will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST
The monthly cost to the member for the outlined plans shall be as follows

Comprehensive Group Plan & Legal Shield	$15.75
Comprehensive Group Plan, Legal Shield & Identity Theft Shield	$25.70
Comprehensive Group Plan, Legal Shield, Identity Theft Shield & Safeguard	$26.70
Identity Theft Shield (Stand-Alone)	$12.95
Identity Theft Shield & Safeguard (Stand-Alone)	$13.95

The $10 Pre-Paid Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for One (1) year.

SERVICE ENROLLMENT
Independent marketing associates of Pre-Paid shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the Comprehensive Group Plan and Legal Shield at any time.

County employees may enroll or discontinue the Identity Theft Shield & Safeguard at any time, but may not re-enroll until one year after their cancelation date.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING

Pre-Paid shall bill County each month for the membership fees due for each active member and County shall remit such funds to Pre-Paid.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the agreement shall be for One (1) Year, with the County's option to renew the agreement for an additional two (2)-one (1) year terms based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

This Agreement may be terminated with or without cause by County with thirty (30) day's written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Vice President of Regulatory Compliance
Pre-paid Legal Services, Inc.
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

Approved by Commissioners' Court
on 6-21-11 RO

Ramon Garcia, County Judge

Date

Pre-Paid Legal Services, Inc.

Kathy Pinson, Vice President of Regulatory Compliance

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved As To Form:
ATLAS & HALL, L.L.P.

Stephen L. Crain

Approved By Commissioners Court: June 21,2011

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

APPENDIX A

Dear Member:

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney). This Contract covers legal matters within the state of the Named Member's primary residence. For legal matters that arise within the United States and outside of the Named Member's primary residence, the Provider Attorney will assign an attorney who is duly licensed to practice law in the jurisdiction of the legal matter to provide benefits under this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's contract to one available in that state.

BENEFIT I: UNLIMITED TOLL-FREE TELEPHONE CONSULTATIONS

The Covered Person may receive toll-free telephone consultations on unlimited legal matters, personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, if, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

BENEFIT II: PHONE CALLS AND LETTERS ON YOUR BEHALF

If the consulting Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be written or made on behalf of the Covered Person. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per Membership Year on business legal matters with no more than one (1) per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard rate.

BENEFIT III: CONTRACT AND DOCUMENT REVIEW

After consultation, the Covered Person may have reviewed by the Provider Attorney, any personal legal document of ten (10) pages or less in which the Covered Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per Membership Year, in which the Covered Person is signing on behalf of the business so long as the business is a sole proprietorship owned by the Covered Person. The Covered Person shall mail a copy of the document to be reviewed, retaining the original, together with his/her telephone number, to the Provider Attorney. The Provider Attorney will review the copy and thereafter advise the Covered Person by telephone.

BENEFIT IV: MORTGAGE DOCUMENT ASSISTANCE

The Named Member and Named Member's spouse are entitled to have any and all mortgage loan documents, as may be required by the lending institution and not otherwise provided or prepared by the seller, lender or other third party, prepared by the Provider Attorney, as required by state law. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least three (3) business days prior to the closing date. Legal services under this benefit are available once each Membership Year for the Named Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least three (3) business days prior to the closing date. This benefit does not include review of the Abstract and preparation of a Title Opinion thereon nor the Provider Attorney's presence at closing. Any and all costs and expenses payable in connection with the loan; any and all costs and expenses required to be paid by the lender in advance; benefit charges; recording/transfer charges; survey and pest inspection charges; attorney, notary, closing charges, and any other settlement charge required by law to be disclosed in a settlement statement prepared in accordance with state law will be the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT V: UNCONTESTED SEPARATION

The Named Member is entitled to representation by the Provider Attorney for an uncontested legal separation or uncontested civil annulment if available in the state of the Named Member's primary residence. Uncontested separation is defined as a separation where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Benefits for a contested separation or contested civil annulment are available at a twenty-five percent (25%) discount from the Provider Attorney's standard rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested legal separation or uncontested annulment becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VI: UNCONTESTED DIVORCE

The Named Member is entitled to representation by the Provider Attorney for an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, net material assets of the marriage are under $100,000 and no division of retirement benefits is applicable. If the court with jurisdiction over the divorce action changes any term of an agreed upon decree, the divorce shall be considered contested unless both parties to the divorce agree to accept the court's order. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These services are provided at the twenty-five percent (25%) discount rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested divorce becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VII: UNCONTESTED ADOPTION

The Covered Person is entitled to an uncontested adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are attainable and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested adoption becomes contested, subsequent benefits will be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person. Guardianship proceedings are specifically excluded under this benefit.

BENEFIT VIII: UNCONTESTED NAME CHANGE

The Covered Person is entitled to an uncontested name change prepared by the Provider Attorney. Uncontested name change is defined as a name change where all consents are attainable and the name change is not contested or challenged. This benefit includes the preparation for and attendance, if required, at the

initial hearing to obtain the change in name. Preparation for and work required for the publication are available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person.

BENEFIT IX: HEALTH CARE POWER OF ATTORNEY

The Named Member and Named Member's Spouse will be entitled to have a Health Care Power of Attorney prepared according to their instructions and which conforms to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any changes thereto which are necessary.

BENEFIT X: DIRECTIVE TO PHYSICIAN

The Named Member and Named Member's Spouse will be entitled to have a Directive to Physician / Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any changes thereto which are necessary.

BENEFIT XI: WILL PREPARATION

The Covered Person is entitled to have a standard Last Will and Testament prepared by the Provider Attorney. Trusts are available at the twenty-five percent (25%) discount rate. Any Covered Person desiring a Last Will and Testament should complete a Will Questionnaire and return it by mail to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person (Testator).

The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testatment and make any changes which are necessary. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

BENEFIT XII: MOTOR VEHICLE RELATED BENEFITS

Legal services requested under Benefit XII are available fifteen (15) days after the Effective Date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a pre-existing condition and will not be covered.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations during the Membership Year. The Provider Attorney must have five (5) business days notice for court representation or benefits will not be available.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of two and one-half (2-1/2) hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where a right to appeal is provided by statute.

2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters.

3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.

D. Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of $2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

E. **Exclusions:**

1. Pre-existing Conditions as defined in the General Provisions of this Contract.

2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

3. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

4. Any traffic tickets received while driving a commercial vehicle. A commercial vehicle is defined as any vehicle with more than two (2) axles and with a gross vehicle weight exceeding 7,500 pounds.

5. Hit and run related charges, leaving the scene of an accident or similar charges.

6. Charges where the Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection.

BENEFIT XIII: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the specified Covered Person to receive legal services under this benefit, the criminal action must be one which arises as a result of the Covered Person's conduct within the scope of his or her legal employment.

B. During the first Membership Year, the legal services under this benefit shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the legal services available under this benefit increase as follows:

1. Second Membership Year: 120 hours of trial time, which includes 3 hours of pre-trial time.

2. Third Membership Year: 180 hours of trial time, which includes 3-1/2 hours of pre-trial time.

3. Fourth Membership Year: 240 hours of trial time, which includes 4 hours of pre-trial time.

4. Fifth Membership Year: 300 hours of trial time, which includes 4-1/2 hours of pre-trial time.

D. **Exclusions:**

1. This benefit does not cover defense of claims or charges relating to alcohol, drugs, substance

abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.

2. This benefit does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.

3. This benefit provides legal services for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.

4. This benefit does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Benefits XII and XIV of this Contract.

5. Class actions or interventions or amicus curiae filings or class actions filed in which the Covered Person is a party or potential party are excluded.

6. Pre-existing Conditions are excluded under this benefit. Pre-existing Conditions for Benefit XIII are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.

7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.

8. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this benefit.

10. This benefit does not cover garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.

BENEFIT XIV: IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to fifty (50) hours of professional services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15 of the year this Contract is effective.

C. Legal services to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. **Exclusions:**

1. Garnishment, attachment or any other post judgment relief action.

2. Class actions or interventions or amicus curiae filings.

3. Charges of tax fraud or income tax evasion.

4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.

5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.

6. Services rendered by an enrolled agent are not coverable.

7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

BENEFIT XV: IN-OFFICE CONSULTATION

The Named Member and/or Named Member's Spouse are entitled to one (1) hour of in-office consultation per Membership Year at the main office of the Provider Attorney.

BENEFIT XVI: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard rate.

All the above Benefits are a part of and are subject to all General Provisions of this Contract.

GENERAL PROVISIONS

A. **Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

B. **Covered Person Shall Include:**

1. The Named Member.

2. The Named Member's spouse.

3. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.

4. Any child under 18 years of age for whom the Named Member, or the Named Member's spouse, is the legal guardian.

5. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 23 years of age who are full-time students.

6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member, or the

Named Member's spouse, for support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member, or the Named Member's Spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle, except commercial vehicles with more than two (2) axles.

D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Named Member.

E. **Availability of Benefits:** Not all benefit provisions are available in every state. A Covered Person is entitled to the benefits outlined in this Contract only to the extent such benefit is available and permitted by the laws of the state having jurisdiction over the legal matter.

F. **Entire Agreement:** This Contract represents the entire agreement between the Named Member and the Company.

G. **Provider Attorney:** Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

H. **Territory:** This Contract provides services within the United States.

I. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

J. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

K. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

L. **The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc.

M. **Pre-existing Conditions:** Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the Effective Date of the Contract, even though the citation might not be issued until after fifteen (15) days following the Effective Date of the membership.

N. **Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Benefits XII and XIII of this Contract. This Exclusion does not apply to legal services provided under Benefits I or XVI of this Contract.

O. **Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Any action, proceeding or dispute relating to the Named Member's employment.

2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.

3. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its subsidiaries, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc. or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any benefit of this Contract, during the pendency of such lawsuit or until its resolution.

4. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

P. **Attorney-Client Contract:** All services provided under any benefit herein, except Benefit I, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

Q. **Attorney of Choice:** If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person must contact the Provider Attorney before contacting the attorney of his/her choice. The Provider Attorney and the Attorney of Choice shall enter into a contract before services are rendered, such contract setting forth the fees to be paid by the Provider Attorney to the Attorney of Choice which fees shall be the normal capitated rate paid to the Provider Attorney. If the Attorney of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those covered by the normal capitated rate paid by the Provider Attorney to the Attorney of Choice.

R. **Provider Attorney's Professional Judgment:** It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any benefit of this Contract presents a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

S. **Examination Right:** The Named Member shall have ten (10) days after delivery to examine the Contract and, if the Named Member is not satisfied with it for any reason, the Named Member may return the Contract and have the paid premium refunded. Upon return of the Contract to the Company or the agent through whom it was purchased, within ten (10) days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

T. **Cancellation of Contract:** The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

U. **Settlement of Disputes:** All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between you and the company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If you file a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, you may do so only on an

individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

V. **Application:** No statement made by the Named Member in his application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

W. **Duplication of Coverage:** A Covered Person may not secure services from the Attorney Provider for the same matter under more than one of the Company's or its subsidiaries' or affiliates' contracts, no matter how many such contracts the Covered Person owns. Once a Covered Person has been determined to be entitled to legal services under any benefit of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those legal services rather than utilizing the legal services available under any other benefit for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

X. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

Y. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee, without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

Z. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.

Chairman of the Board

PRE-PAID LEGAL SERVICES®, INC.
One Pre-Paid Way PO Box 145 • Ada, OK 74821-0145 • 1.800.654.7757

LEGAL SHIELD ADDENDUM

This Addendum is to be attached to and form a part of your family plan membership number
In addition to the services covered by the aforementioned family plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained by a Law Enforcement Officer.

2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.

3. The Covered Person is involved in an accident that results in bodily harm or physical injury to the Covered Person.

4. The Covered Person is served with a warrant.

ADDITIONAL PROVISIONS

A. This Addendum is subject to the General Provisions of the aforementioned family plan.

B. As used herein, a "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or private security personnel in the course of such person's employment.

C. As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.

D. These benefits are available subject to the following exclusions:

1. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

2. Assistance in making, posting, or obtaining bond, bail or other security required for release.

3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.

E. The telephone access provided in this Addendum is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

PRE-PAID LEGAL SERVICES, INC.
Serving North American Families Since 1972
CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

IMPLEMENTATION SCHEDULE

Pre-Paid Legal Services, Inc. Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once the Pre-Paid Legal Services, Inc. has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
    a. Signature of the authorizing officer will be secured for authorization of payroll deduction
    b. Establish employee enrollment meeting dates, times and locations
    c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand

2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.

3. A conference call will be set-up and initiated by Pre-Paid Legal Services Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.

4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.

5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.

6. If onsite enrollment is elected by your company, Pre-Paid Legal Services, Inc. will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.

7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.

8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome.

PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES-HIDALGO COUNTY"

RFP № 2014-054-00-00-YSS

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 9 pages.
3. Exhibit "A", Requirements/Scope of Services/Proposal Page(s), consisting of 18 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 1 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Agreement, consisting of 12 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that nay 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,

_____ Month day, 2014

Martha L. Salazar, CPPB, Purchasing Agent Date

RFP NO: 2014-054-00-00	Buyer: Yvette Salinas	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES"

Month day, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2014-054-00-00

1. Sealed proposals will be received for **"Hidalgo County –PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2014-053-00-00-YSS-Hidalgo County-Pre-Paid (Post Tax) Voluntary Legal Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Month day, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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: RFP NO: 2014-054-00-00-YSS-HIDALGO COUNTY-PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via e-mail to: yvette.salinas@co.hidalgo.tx.us, BY NO LATER THAN **Wednesday, Month day, 2014 5:00 p.m. Responses will be sent to all applicants by Friday, Month day, 2014**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer

resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – "**Hidalgo County- Pre-Paid (Post Tax) Voluntary Legal Services"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., **Month day, 2014**
Project/Anticipated Award Date: **_____, 2014**
Commence Work or Deliver Products **_____, 2014**

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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 therefor 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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 proposer 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 and benefits as required by Federal or State law. Successful proposers' 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 proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer 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 Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer 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 proposer 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.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal

as non conforming.

REQUEST FOR PROPOSAL
"HIDALGO COUNTY PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES"
RFP NO: 2011-059-03-02-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____
Printed Name:_____

EXHIBIT A

HIDALGO COUNTY
REQUEST FOR PROPOSAL

“PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES”

RFP NO: 2014-054-00-00-YSS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES"
RFP NO: 2014-054-00-00-YSS

Overview:
Hidalgo County is accepting proposals from qualified legal firms to provide legal and counseling services for Hidalgo County Employees on an "As Needed Basis". The qualified firm(s) must be prepared to devote sufficient time to the County to assure that the services offered provide the most benefit to the participant and would be strictly on a *employee voluntary payroll deduction participation*.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES "** as specified herein. Sealed proposals will be accepted until **9:30 A.M., MARCH 2, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: _2011-059-03-02-VYG_____

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at

:**US Postal Mail Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via e-mail to: yvette.salinas@co.hidalgo.tx.us, BY NO LATER THAN **Wednesday, Month day, 2014 at 5:00**

p.m. Responses will be sent to all applicants by Friday, Month day, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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 TAX Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant 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 complete CIQ forms to the Hidalgo County TAX Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **One (1) *Year***, with the County's option to renew the agreement **two (2)-one (1) year terms** based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENT

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

The firms must be registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Must have a minimum of Five (5) years experience in legal services;
- At least Five (5) years experience in litigation on behalf of plaintiff;
- At least Five (5) years experience in the South Texas Courts;
- The firm/company must assign a minimum of one qualified account representative to service Hidalgo County;
- A Certificate of the representative's Errors and Omission insurance must be provided within 21 days from award and prior to execution of contract;
- The firm and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plan;

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. In addition, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The information contained in these scope of services is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan. The contract will encompass all project-related legal services to the County of Hidalgo, including but not limited to, the following:

- Firm will evaluate and prosecute all claims;
- The selected firm will be expected to provide knowledgeable staff to explain the benefits to employees during the initial enrollment and during an annual enrollment period;

- Group employee education meetings, up to 20 minutes, will be allowed prior to or following the scheduled working day;
- Hidalgo County will sponsor only one Legal Services Benefit Plan;
- Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County;
- Hidalgo County is to be provided with a master payroll deduction list;
- After enrollment is held, Hidalgo County Treasurer's Office need to be provided with a spreadsheet including the names, addresses, social security numbers, and effective date for coverage;
- When change occurs, Hidalgo County Treasurer's Office needs to be formally notified by the awarded company; these changes include in services, deletion of certain services, or cancellation; and an effective date for these changes.

GENERAL REQUIREMENTS AND INSTRUCTIONS

A. Information

1. The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan:

   "Pre-Paid Voluntary Legal Services Benefit Plan"

2. Hidalgo County reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of Hidalgo County. Hidalgo County also reserves the right to waive or dispense with any of the formalities contained herein.

3. Proposals are to be submitted on the basis of the specifications contained herein. Alternate proposals will also be considered, provided they are clearly explained. All deviations from the specifications must be clearly identified and explained.

4. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty.

5. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, other courier services or personally delivered by proposer. The County of Hidalgo will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened upon proposer's request and expense.

6. Vendors are cordially invited to the proposals opening, but are not required to attend.

7. Can you provide a sample of company's agreement for services being requested? If yes, please include with your RFP response.

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submissions of insurance proposals, when applicable. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Communication

1. Proposals are to be sealed in an envelope clearly labeled **" Pre-Paid (Post Tax) Voluntary Legal Services Benefit Plan".** Proposer is required to provide one (1) original and seven (7) copies of proposal and submitted to:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

2. Requests for information, must be in writing and must be faxed to:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281-New Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

3. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.

4. **COMMUINCATION WITH COUNTY MEMBERS/EMPLOYEES:**
Firm/Company submitting proposals shall not discuss this RFP with Members of Commissioners Court and or employees of Hidalgo County, other than the assigned staff member(s) at the Purchasing Department.

IF DISCUSSION IS NECESSARY, YOUR COMPANY WILL BE NOTIFIED IN WRITING. FAILURE TO ABIDE BY THIS REQUIREMENT MAY RESULT IN AUTOMATIC DISQUALIFICATION.

D. Time Frame

1. The specifications will be available to interested parties on or after Monday, February 14, 2011 at the Hidalgo County Purchasing Department, Administration Bldg, 2812 S. Business Hwy. 281, New Administration Building - Edinburg, Texas.

2. Proposals (one (1) original and seven (7) copies) must be delivered to Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration

Building, Edinburg, Texas 78539, no later than Wednesday, March 2, 2011 by 9:30 a.m. .

"Request for Proposal No. - Pre-Paid (Post Tax) Voluntary Legal Services Plan"

3. The proposal will be opened in public at 9:30 a.m., Wednesday, March 2, 2011 at the Hidalgo County Purchasing Departments' Conference Room, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. The proposal shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept secret during the process of proposal negotiations.

E. Proposals

1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications **must** be explicitly identified.

2. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications.

3. Request for interpretation of the specifications will be provided by:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

All such responses will be made in writing. Oral explanations will not be binding.

4. The amount of commission and service work to be provided by the representative is to be included as part of the submitted proposal.

5. The contents of the proposals shall be kept confidential during the process of negotiations. After the agreement is awarded, all proposals will be available for public inspection.

F. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

G. Selection of Vendor

Hidalgo County reserves the right to reject any or all of the proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the County. The County reserves the right to request Best and Final Offer(s) from one or more vendor(s). Hidalgo County Commissioners'

Court will make the final decision of agreement award. **AGREEMENT WILL BE SUBJECT TO FINAL NEGOTIATION AND CONTRACT DELIVERY.**

H. Terms of Agreement

Hidalgo County is seeking an agreement for a primary term of one (1) year with the option to renew the agreement for two (2) additional one (1) year terms.

Hidalgo County reserves the right to terminate the agreement at the expiration of the budget period, during the term of the agreement or at the end of the anniversary date on a thirty (30) day notice. The agreement will be for current revenues only. The agreement will be for the current revenues only in accordance with Local Government Section 271.903 to terminate the agreement.

The agreement is to contain cancellation provision that provides for thirty (30) days notice of cancellation (except for non-payment) and sixty (60) days notice for non-renewal or material charge.

Hidalgo County reserves the right to terminate the agreement at any time for any or no reason. **If termination of agreement is necessary, NO termination penalties will be imposed.**

I. Qualification of Companies

Company shall comply with all applicable laws and requirements of the State of Texas.

J. Representatives Minimum Qualifications

All representatives submitting proposals must meet the following minimum qualifications:

- The representative must have insurance for errors and omissions liability with a limit of at least $1 million per occurrence.
- The representative must have been in the legal services contract business for at least five (5) years.
- The company must assign a minimum of one qualified account representative to service Hidalgo County. A certificate of the representative's E & O insurance must be provided within ten (10) days from date of award and prior to execution of contract.

K. Copies of Contracts

It is required that a complete specimen contract (including all forms, endorsements, exclusions and policy jackets) and appropriate contractual documents be furnished with proposal.

L. Authorized Signature

All proposal forms must be signed by persons who have legal authority to bind the company and administrator to the services that are proposed.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

BACKGROUND INFORMATION AND RFP ASSUMPTIONS

1. Eligible employees:

Number	Description
3800	Employees

2. A Pre-Paid Voluntary Legal Services Benefit Plan is being considered by Hidalgo County.

3. Hidalgo County will sponsor only one Pre-Paid Voluntary Legal Services Benefit Plan.

4. The selected provider will be expected to provide knowledgeable staff to explain the benefits to employees during the initial enrollment and ruing an annual enrollment period. Group employee education meetings, up to 20 minutes will be allowed.

5. Hidalgo County is to be provided with a master payroll deduction list.

6. Will be at no cost to Hidalgo County but to the participating employee for the Pre-Paid (Post Tax) Voluntary Legal Services by voluntary payroll deduction.

7. Pre-Paid Voluntary Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County.

8. The Company and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plans.

HOLD HARMLESS AGREEMENT
VOLUNTARY PAYROLL DEDUCTION

Hidalgo County requests that the Voluntary Deduction Company (the Company) execute a Hold Harmless Agreement that will include the following provisions:

1. The Company, its agents and representatives shall comply with all pertinent written directives and reasonable request of Hidalgo County regarding the solicitation of employees and at the purchase of Voluntary Payroll Deduction of Pre-Paid Voluntary Legal Services Contracts.

2. The Company shall indemnify and hold harmless Hidalgo County's employees, from every claim and demand, excluding those based upon negligence or act of Hidalgo County's employees, which may be made by reason of the negligence of the Company or its officers, directors, employees, agents or representatives resulting in the purchase of Voluntary Deduction of Pre-Paid Voluntary Legal Services Contracts by the County through the Company.

3. The Company, at its own expense, shall defend any legal proceedings that may be brought against Hidalgo County, employees, regarding any claim or demand for which the Company is required hereunder to indemnify the County, its employees shall satisfy any judgement that may be rendered against any of them by reason of the purchase of Voluntary Payroll Deduction of Legal Services Contracts by Hidalgo County through the Company. Hidalgo County shall promptly notify the Company by Registered or Certified Mail upon the receipt of any such claim or demand.

4. Hidalgo County reserves the right, upon thirty (30) days written notice by Hidalgo County to firm, by Registered or Certified Mail, to terminate this Agreement but such termination shall in no manner affect any liability of the Company incurred prior to such termination.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. Provide sufficient proof of financial stability to ensure continued service throughout the contract term. **25 points**

2. Cost: Provide the required turnkey system(s) at a reasonable cost. **20 Points**

3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services. **20 Points**

4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time. **20 Points**

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional Systems' performance in city, county and other entities in the area. **15 Points**

Total 100 Points

B. RANKING OF PROPOSALS:

At the sole discretion of Hidalgo County Commissioners' Court: (a) score/evaluate themselves and/or (b) may appoint or designate a Committee to score and evaluate the written RFPs. Firms may be asked to provide additional information for clarification purposes based on the information provided within the Proposal response. Thereafter, Hidalgo County Commissioners' Court will finalize the evaluation and rank the respondents based upon their presentations to the Court.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

HIDALGO COUNTY
Pre-Paid (Post Tax) Voluntary Legal Services Benefit Plan
Request for Proposal No. 2014-054-00-00-YSS

QUESTIONNAIRE

Describe organization submitting proposal:

1. Company Name:
   a. Number of years in the Legal Services Benefit Plan business:
   b. Number of counties serviced with Legal Services Benefits Plans:
   c. Contact Person:
   d. Telephone Number:
2. Name of Representative:
   a. Address:
   b. Telephone Number:
   c. Number of years in the Legal Services Benefit Plan Business:
   d. Number of years representing Legal Services Benefit Plans:
   e. Number of counties serviced with Legal Services Benefit Plans:
   f. Relationship with company (length of time, number of groups, amount of premium)
3. What is your agency estimated premium volume for Legal Services Benefit Plans with Counties?
4. What is current A.M. Best rating of your Company and financial size category, if any?
5. Provide three (3) Texas client references (preferably counties) where the proposed product is enrolled.

Name of Client	Contact Person	Telephone Number	No. of Employees

6. Please attach rates for Individual and Family Coverage for all proposed plans.
For what period of time are quoted rates guaranteed?

7. Is a longer rate guarantee available? Yes ☐ No ☐
If so, please describe:

8. Please provide commission structure included in your quoted rates:

9. Will a "Hold Harmless Agreement" with provision comparable to those presented in the RFP Specifications be executed? Yes ☐ No ☐

10. Will a Group Contract be issued to Hidalgo County? Yes ☐ No ☐

11. Is the product Portable? Yes ☐ No ☐

12. If so, at the same group rate? Yes ☐ No ☐
Is the product Cafeteria Plan Eligible? Yes ☐ No ☐
If not, please explain:

_____

_____

13. Number of Affiliated Attorneys & coverage areas: _____

_____

14. Is access to services available outside listed coverage areas? Yes ☐ No ☐

15. May the participant choose the attorney without a reduction in benefits? Yes ☐ No ☐

16. Is Direct Access to an attorney available? Yes ☐ No ☐

If No, please describe "Gatekeeper" procedure:

_____

_____

17. Are costs such as filing fees, recording costs, depositions, fines, and court costs included as a covered benefit?
Yes ☐ No ☐

18. Please list all benefits covered in full:

_____

_____

19. Please list all benefits covered at a discount and the discounted rate:

_____

_____

_____

_____

20. Please list the rate per hour and any caps for benefits not specifically covered by the plan.

_____

_____

_____

_____

21. Please list all plan exclusions and waiting periods:

_____

_____

_____

_____

22. Please describe claim filing process and turnaround time:

_____

_____

_____

_____

23. Will Hidalgo County be provided with utilization or other reports on a scheduled basis?

Yes ☐ No ☐

24. Please describe billing procedures:

25. Please state any variations to RFP Assumptions or Qualifications in your proposal:

26. Describe initial enrollment procedures. (Include sample of education material):

REPRESENTATIVE'S STATEMENT

I certify that all specified coverage will be provided except as indicated on the attached explanation. If needed, please add separate sheet(s) to explain reasons why your proposal differs from criteria outlined in the specifications. Also, specifically state which of the optional coverage provision are not included.

The coverage's quoted and insurance companies providing coverage are the following:

COVERAGES/SERVICES	**COMPANY**

_____ _____

Type Representative's Name Representative's Telephone

_____ _____

Representative's Signature Date

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;

2. This proposal has not been knowingly disclosed and will not knowingly disclosed, prior to the opening of proposal for this project, to any other proposer competitor or potential competitor;

3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;

4. The person signing this proposal certifies that he/she has been fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

_____	_____
Company Name	Authorized Signature
_____	_____
Address	Type Signatory's Name and Title
_____	_____
City, State, Zip Code	Telephone Number
_____	_____
Representative's Name	Fax Number

_____
Representative's Address

EXHIBIT B

SOQ's EVALUATION FORM

Selection Criteria **Range Points** **Score**

1. Provide sufficient proof of financial stability to ensure continued service throughout the throughout the contract term.

   Comments/Rationale for Points: **25 Points** _____

   _____

   _____

   _____

2. Cost: Provide the required turnkey system(s) at a reasonable cost.

   Comments/Rationale for Points: **20 Points** _____

   _____

   _____

   _____

3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services.

   Comments/Rationale for Points: **20 Points** _____

   _____

   _____

   _____

4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

   Comments/Rationale for Points: **20 Points** _____

   _____

   _____

   _____

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional, systems' performance in city, county and other entities in the area.

   Comments/Rationale for Points: **15 Points** _____

   _____

   _____

   _____

   Provider:_____

   Evaluator:_____Date:_____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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 award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My commission expires:_____, 20____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 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. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-00

THIS CONTRACT is made and entered into this_____ day of _____**,** 2011 by and between the County of Hidalgo, Texas ("County"), and _____("____").

WHEREAS, Company responded to request for bids for "**Pre-Paid (Post Tax) Voluntary Legal Services" (**the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in

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accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **_____, 2014** and ending **_ _____, 2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

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payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth

DRAFT

below:

If to County: **The County of Hidalgo**
Attn: County Judge
ADDRESS
Edinburg, Texas 78539

If to Company

_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use

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reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

17. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

DRAFT

Approved by Commissioners Court on:

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

DRAFT

EXHIBIT “A” SPECIFICATIONS

DRAFT

EXHIBIT “B” VENDOR’S BID

DRAFT

EXHIBIT “C” INSURANCE REQUIREMENTS

DRAFT

EXHIBIT “D”
CONFLICT OF INTEREST FORM
(CIQ)

DRAFT

VENDOR/BIDDER APPLICATION

DRAFT

DEBARMENT FORM

DRAFT

RFB PACKET

DRAFT

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: pre-paid legal agrmnt

From : Steve Crain <scrain@atlashall.com> Tue, May 27, 2014 02:21 PM
Subject : RE: pre-paid legal agrmnt 1 attachment
To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The draft contract is fine.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, May 27, 2014 1:49 PM
To: Steve Crain
Subject: Fwd: pre-paid legal agrmnt

Please see attached with revisions.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Tuesday, May 27, 2014 8:40:09 AM
Subject: FW: pre-paid legal agrmnt

Good Morning Yvette:

See page 6 with revision.

Thank you,
Marynel

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, May 23, 2014 4:16 PM
To: Steve Crain
Subject: Fwd: pre-paid legal agrmnt

Please see attached changes as requested.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Friday, May 23, 2014 8:10:32 AM
Subject: FW: pre-paid legal agrmnt

Good Morning Yvette:

See the attached pdf doc with Mr. Crain's proposed changes. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, May 22, 2014 5:09 PM
To: Steve Crain
Subject: pre-paid legal agrmnt

Please review/approve attached document as to form.

Thank you,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

Atlas Hall Rodriguez

image001.jpg
5 KB

AI-44723 **Purchasing Department 16. B. 1.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the amendment to Contract #C-14-056-02-11 with Chanin Engineering Services for Professional Engineering Services for project specific "Delta Lake Pavilion"-Hidalgo County Precinct One of the revision of 5.1 of Article 5 Compensation and Fees and 6.1 of Article 6 Method of Payment pursuant to Exhibit C Fee Breakdown of Contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on this agenda item....

Attachments

Amendment

Contract documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/29/2014 02:58 PM
Budget & Management	Debbie Tamez	05/29/2014 04:22 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Vangie Garcia Started On: 05/27/2014 09:37 AM

Final Approval Date: 05/30/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDEDMENT TO PROFESSIONAL ENGINEERING AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND CHANIN ENGINEERING LLC
C-14-056-02-11

This **AMENDMENT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** (Owner) and **CHANIN ENGINEERING LLC.**, (Company), effective the 3rd day of **JUNE 2014**, is made between the parties, as follows:

WHEREAS, on February 11, 2014, Hidalgo County (the "Owner") entered into a Professional Engineering Agreement (the "Agreement") with Chanin Engineering LLC. (the "Engineer"), in which the Engineer would provide "Professional Engineering Services" for the project specific "Delta Lake Pavilion-Hidalgo County Precinct One", as described in the Agreement;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Agreement, Owner and Engineer hereby agree to the following Amendment to the Agreement:

1. 5.1 Services. The first sentence of Article 5.1 titled Services is deleted in its entirety and the following is inserted in lieu thereof:

   For and in consideration of the *Services* to be rendered by the *Engineer*, as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the amount payable by the Owner to the Engineer for Services will be the amount described in EXHIBIT "C" attached hereto and incorporated herein at this point and it is subject to adjustment in accordance with the terms and provisions of Article 6.1 herein.

2. The fifth sentence of Article 6.1 shall be deleted in its entirety.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Company and Owner ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

Chanin Engineering LLC

By: _____

Printed Name: Miguel Chanin

Title: P.E.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

FW: Engineering Contract with Chanin Engineering for a project specific

From : Stephen L. Crain <scrain@atlashall.com> Wed, May 28, 2014 11:43 AM
Subject : FW: Engineering Contract with Chanin Engineering for a project specific 2 attachments
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Hi Vangie:
Attached is the revised Draft Amendment.

Thank you,
Marynel for Stephen L. Crain

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, May 27, 2014 4:02 PM
To: Steve Crain
Cc: Martha Salazar
Subject: Re: Engineering Contract with Chanin Engineering for a project specific

Here you go Mr. Crain; as discussed, attached for your review/approval is the draft amendment.
Thank you

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, May 27, 2014 1:13:45 PM
Subject: RE: Engineering Contract with Chanin Engineering for a project specific

Please call me and we can discuss.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, May 27, 2014 12:40 PM
To: Steve Crain
Cc: Martha Salazar
Subject: Engineering Contract with Chanin Engineering for a project specific

Mr. Crain:

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-14-056-02-11

T**HIS AGREEMENT** is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Chanin Engineering LLC, Professional Engineers of McAllen, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Structural Engineering Services for project specific, "Delta Lake Pavilion-Hidalgo County Precinct One.".

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site structural engineering as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" - *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer** are more particularly identified in **EXHIBIT "B"**, attached hereto.

ARTICLE 3
Period of Service

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate one (1) year from the date of execution (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner**

may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a

percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4
Progress and Coordination

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved Scope of Services, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be **5% of the Total Construction Cost**, and it is subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C**- ***Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6
Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount

due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 8. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9
Changes or Revisions in Work

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

9.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents. All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

ARTICLE 11
Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 12
Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 13
Engineer's Seal, Responsibility and Warranties

13.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

13.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

ARTICLE 14
Engineer's Resources

The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

14.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work

required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners,

subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 16
Joint and Several Liability

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to

eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 17
Insurance

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "E"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 18
Gratuities

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 19
Payment of Franchise Tax

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 20
Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 21
Notices

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Owner: Hidalgo County
302 W. University Drive
Edinburg, Texas 78539

Engineer: Chanin Engineering LLC
400 Nolana, Suite N2
McAllen, Texas 78504

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 22
Miscellaneous Provisions

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23
Signatory Warranty

The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____day of January, 2013.

ENGINEER:

CHANIN ENGINEERING, LLC

BY: _____
Miguel Chanin, P.E.

OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 2/11/14

Chanin Engineering LLC, Professional Engineers of McAllen, Texas, hereinafter called the "Engineer". C-14-056-02-11

Arturo Guajardo, Jr., County Clerk

Approved as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Fee Breakdown
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

APPROVED BY COMMISSIONERS COURT: **FEBRUARY 11, 2014**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 12, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-002-12-05-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-002-12-05-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 12, 2012
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2013-002-12-05-YZV

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2013-002-12-05-"HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012**.

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05, 2012**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	01/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanksgiving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2013 and ending February 08, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number *2012-002-12-05-YZV* **, Project Title** *Professional Engineering Services Pool*, **and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services

from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, November 19, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?_____

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes

- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal.
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing

similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2013-002-12-05-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU: ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2013-002-12-05-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

Scope of Services to be Provided by the Engineer

CHANIN
ENGINEERING LLC

EXHIBIT B -Scope of Services to be Provided by the Engineer

Phase 1 - Kickoff and Mobilization

1) Initial site visit to assets existing condition
2) Structural site survey to acquire as-built drawings

Phase 2 – Analysis and Design

1) Determine condition of existing base connection
2) Provide construction drawings of retrofit recommendations

Phase 3 - Bidding and Negotiation

1) Assist the County as needed during the Bidding and Negotiation Phase

Phase 5 - Construction

1) Answer any contractor generated RFI's
2) Provide (1) site observation visit and provide site observation visit report to client

Chanin Engineering, LLC
400 Nolana, Suite N2
McAllen, Texas 78504
Phone: (956) 687-9421 | Fax: (956) 687-3211
TBPE Firm Reg. Number F-9369

EXHIBIT C

Fee Breakdown

CHANIN
ENGINEERING LLC

EXHIBIT C – Fee Breakdown

Professional Engineering Fee:	**$7,500**
Construction Drawings 80%	
Construction Completion 20%	

Chanin Engineering, LLC
400 Nolana, Suite N2
McAllen, Texas 78504
Phone: (956) 687-9421 | Fax: (956) 687-3211
TBPE Firm Reg. Number F-9369

EXHIBIT D

Engineer's Contract Rates

CHANIN
ENGINEERING LLC

EXHIBIT D – Engineer's Contract Rate

Chanin Engineering, LLC's prevailing rates are as follows:

Engineering:	Hourly rate
E-1 Graduate Engineer 1	$ 65.00
E-2 Graduate Engineer 2	$ 75.00
E-3 Project Engineer 1 *	$105.00
E-4 Project Engineer 2 *	$115.00
E-5 Principal Engineer *	$135.00
Technicians:	
T-1 Technician I	$ 65.00
T-2 Technician II	$ 75.00
T-3 Technician III	$ 85.00
Computer Aided Drafting:	
C-1 CAD I	$ 35.00
C-2 CAD II	$ 45.00
C-3 CAD III	$ 55.00
Administrative:	
A-1 Clerical	$ 30.00
A-2 Accounts Payable/Billable	$ 35.00
A-3 Office Manager/Executive Assistant	$ 45.00

* Licensed professional engineer, unless noted otherwise.

The Basic Service fee shall be billed by monthly invoice based on project progress.

Chanin Engineering, LLC
400 Nolana, Suite N2
McAllen, Texas 78504
Phone: (956) 687-9421 | Fax: (956) 687-3211
TBPE Firm Reg. Number F-9369

CHANIN
ENGINEERING LLC

ENGINEERING AND TECHNICAL CLASSIFICATIONS
Engineering:

E-1	Graduate Engineer I -	Graduate Engineer with 0-3 years experience, work under close supervision.
E-2	Graduate Engineer 2 -	Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.
E-3	Project Engineer 1 -	Registered Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.
E-4	Project Engineer 2 -	Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.
E-5	Principal Engineer -	Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

T-1	Technician I -	5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.
T-2	Technician II -	7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.
T-3	Technician III -	10-plus years experience and/or education, capable of handling all drafting add many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Chanin Engineering, LLC
400 Nolana, Suite N2
McAllen, Texas 78504
Phone: (956) 687-9421 | Fax: (956) 687-3211
TBPE Firm Reg. Number F-9369

CHANIN
ENGINEERING LLC

Computer Aided Drafting:

C-1	Junior Drafter I -	Capable of drawing tasks and tracing-type work, under close supervision of others.
C-2	Drafter II -	2-plus years experience and/or education, handles many drafting tasks under supervision.
C-3	Senior Drafter III -	3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project for the expenses listed below:

a) Expenses due to any asbestos remediation necessary or incurred from destructive testing performed during the Project.

b) Expense of reproduction, postage, delivery, handling of drawings, photos, specifications, and other documentation.

c) Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner will be charged at 1.5 times of hourly rates listed above.

d) Expense of materials for structural sketches, models, mock-ups, binders, exhibit boards and other miscellaneous exhibits requested by the client.

e) Expense of additional insurance coverage or limits including Professional Liability Insurance, requested by the Owner in excess of that normally carried by Chanin Engineering, LLC.

f) Reimbursable expenses will be billed at actual cost X 1.1.

EXHIBIT E

Certificate of Insurance
(*Hidalgo County*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2014

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
Soyla R. Gonzalez Ins. Agency
709 Angelita Dr. Ste B
Weslaco, Texas 78596

CONTACT NAME: Soyla R Gonzalez
PHONE (A/C, No, Ext): 956/969-1551 FAX (A/C, No): 956/973-0814
E-MAIL ADDRESS: sreyna1045@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farmers Insurance Exchange	
INSURER B : Truck Insurance Exchange	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Miguel Chanin
Chanin Engineering, LLC
400 W Nolana Suite D
McAllen, Tx 78504

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		604740001	05/20/14	05/20/15	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 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [x] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		604334447	03/01/14	03/01/15	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	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A0708-08-31 14	02/15/14	02/15/15	[X] PER STATUTE [ ] 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder as Additional Insured

CERTIFICATE HOLDER
Hidalgo County Purchasing Dept
2812 S. Business Hwy 281
Edinburg, TX. 78539

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

AUTHORIZED REPRESENTATIVE
Soyla R. Gonzalez

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Client#: 169285 CHANIENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2013

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 USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : XL Specialty Insurance Company — 37885
INSURED Chanin Engineering, LLC 400 Nolana, Suite D Mcallen, TX 78504	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9711275	07/28/2013	07/28/2014	$1,000,000 per claim $1,000,000 annl aggr.	

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

This Certificate is issued for insured operations usual to engineering services.

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S Highway
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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MZWHA

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Contract #13-262-10-29-Chanin Engineering-Pct. 1

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Oct 15, 2013 08:31 AM
Subject : Fwd: Contract #13-262-10-29-Chanin Engineering-Pct. 1
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, October 15, 2013 7:25:15 AM
Subject: RE: Contract #13-262-10-29-Chanin Engineering-Pct. 1

The contract is OK

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, October 14, 2013 4:51 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: Contract #13-262-10-29-Chanin Engineering-Pct. 1

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, October 14, 2013 4:45:18 PM
Subject: Contract #13-262-10-29-Chanin Engineering-Pct. 1

Marty:
Attached for legal's review as to form and approval is the complete contract document with Chanin Engineering for Precinct One-project specific in order to proceed with an agenda item.

Thank you

APPROVED

AI-41237 **Purchasing Department 27. B. 0.**

CC REGULAR

Meeting Date: 02/11/2014

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of a Professional Engineering Service Agreement as reviewed and approved by legal with Chanin Engineering LLC for the purposes of "Engineering Services" for project specific "Delta Lake Pavilion-Hidago County Precinct One" in the amount of $7,500.00 as approved for negotations by CC on 08/20/13 through County's protocol from the "POOL" of Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM is initiating the process of appropriating the funding for this project.

Attachments

Contract Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/07/2014 01:19 PM
Budget & Management	Debbie Tamez	02/07/2014 01:25 PM
Purchasing Department	Marty Salazar	02/07/2014 01:19 PM
Budget & Management	Debbie Tamez	02/07/2014 01:25 PM
Glinda Pacheco		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 10/15/2013 08:34 AM

SPECIAL MEETING - February 11, 2014

BE IT REMEMBERED, that on this 11th day of February A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

Vote: 4 - 0 - Unanimously

C. Discussion and applicable action on alternative options

NO ACTION taken on this Item.

B. **Pct. 1**

1. **AI-41237** Approval of a Professional Engineering Service Agreement as reviewed and approved by legal with Chanin Engineering LLC for the purposes of "Engineering Services" for project specific "Delta Lake Pavilion-Hidago County Precinct One" in the amount of $7,500.00 as approved for negotations by CC on 08/20/13 through County's protocol from the "POOL" of Engineering.

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-42747** Presentation of sole responsible, lowest and best bid received as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award with approval of contract for Request for Sealed Quotes (as yearly amount purchased does not exceed statutory bid limit) titled: Waste Water Management System" through project No.: 2014-015-01-10-SGS.

NO ACTION taken on this Item.

C. **Pct. 4**

1. **AI-42989** Request by Time Warner Cable Texas, LLC, dba, Time Warner Cable for Hidalgo County Commissioners Court to accept, approve and execute a Right of Entry Agreement so as to have ROE and provide TWCBC services to Nuestra Clinica Del Valle's Mobile structure at address 300 North 86th Street-Edinburg, Texas a County-owned property.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI-43007** a. Requesting approval of a "professional engineering services" agreement# **C-13-188-02-11** with **TEDSI INFRASTRUCTURE GROUP, INC.,** for the purposes of "Professional Engineering Services" for "Job Specific" - **PROJECT:"The Reconstruction of Mon Mack Rd from Mile 11 N. Rd north for 0.4 miles"** located within Hidalgo County Precinct No. 4;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

AI-44737 **Purchasing Department 16. C. 1.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following requisitions listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Sanitation	257338	Holt Truck Center	$7.891.20	Parts & Repair for Sanitation Unit
Pct 2 Rd Maint	257037	Frontera Materials, Inc.	$8,050.00	Type D Cold Mix for Road Repairs

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-122-001-0-432

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

BUDGETARY IMPACT:

Req. 257338

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Req. 257037

Attachments

257338

257037

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	05/30/2014 03:14 PM
Purchasing Department	Marty Salazar	05/30/2014 03:21 PM
Budget & Management	Debbie Tamez	05/30/2014 03:36 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Erika Zamora Started On: 05/28/2014

Final Approval Date: 05/30/2014

Requisition

Req # 00257338

PO #

Date: 05/20/14

Bill To: x
x

Vendor : 94366
BD HOLT CO
D/B/A HOLT TRUCK CENTER
P.O. BOX 911975
DALLAS TX 75391-1975
FAX (361)854-3367

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **ROCKY CAVAZOS**
956-787-1891

Contract No:

Special Instructions:
REQ. #0069

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		UNIT #78 - 2006 PETERBILT MODEL 335 TRUCK {VIN #2NPLLZ0X46M884566 L/P #203-039}		
		DO NOT DUPLICATE ORDER		
1.00	EACH	PARTS: PARTS CONSISTS OF A REMAN TRANSMISSION, AN EATON CLUTCH, TRANSMISSIION OIL, AND A CLUTCH BRAKE	.00	.00
1.00	EACH	CLUTCH	608.22	608.22
1.00	EACH	TRANSMISSION	5,228.98	5,228.98
1.00	EACH	MISCELLANEOUS	150.00	150.00
1.00	EACH	TROUBLE SHOOT	224.00	224.00
1.00	EACH	DIAGNOSE: THIS UNIT WAS BROUGHT TO US WITH A COMPLAINT OF "TRUCK WILL NOT MOVE AND A GRINDING NOISE COMING FROM THE TRANSMISSION". PROCEEDED TO DROP TRANSMISSION TO INSPECT INTERNAL DAMAGE. FOUND THE CLUTCH TO BE IN PIECES, AND FOUND METAL CONTAMINATION IN TRANMISSION. ADVISED CUTOMER TO REPLACE BOTH THE CLUTCH & TRANSMISSION	1,680.00	1,680.00
		Account No	Encumbrance	
		4-1100-432-00-122-001-0-432	7,891.20	
			Freight	.00
			Total	7,891.20
		PARTS & LABOR SERVICE FOR SANITATION UNIT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00257037

PO #

Date: 05/14/14

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **YOLI CISNEROS**
956-787-1891

Contract No:

Special Instructions:
REQ. #0242

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ROAD MAINTENANCE DEPARTMENT / CONTRACT #		
		DO NOT DUPLICATE ORDER		
100.00	TON	TYPE D COLD MIX	80.50	8,050.00
		Account No	Encumbrance	
		4-1200-431-00-122-006-0-673	8,050.00	
			Freight	.00
			Total	8,050.00
		BLANKET PO FOR ROAD MATERIALS - STOCKPILE		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-44774 **Purchasing Department 16. C. 2.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting clarification/correction to the estimated amount for Work Authorization No. 4 with R. Gutierrez Engineering Corporation for Pct. 2 Owassa Road Project previously approved (CC 5/27/14 AI#44705) to reflect from $18,573.00 to $24,938.00.

BACKGROUND

Estimated amount increased due to the project being extended from .5 miles to .75 miles.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-097-0-731

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

BUDGETARY IMPACT:

Available balance as of 5-30-14 $18,573

Funding pending approval of transfer AI# 44824

Attachments

Work Authorization #4

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	05/30/2014 03:35 PM
Purchasing Department	Marty Salazar	05/30/2014 04:01 PM
Budget & Management	Debbie Tamez	05/30/2014 04:46 PM
Manuel Chapa	Manuel Chapa	05/30/2014 05:05 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Erika Zamora Started On: 05/29/2014 09:28 AM

Final Approval Date: 05/30/2014

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide services in the development of the Owassa Road project. Hidalgo County desires to reconstruct Owassa Road to a two-lane rural county road section with 12-foot lanes. The limits of work are from Cesar Chavez Road on the west to Alamo Road on the east. The length of the project is approximately 0.75 miles. The proposed work will consist of providing: preliminary engineering, topographic surveying, final design, and construction plans development and construction management and support for the project.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization shall be funded through funding source:

Account No. 4-1200-431-00-122097-0-731

Requisition No. 257575 (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of 27th day of May, 2014.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 5/27/14

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 4

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 4

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer will perform, or provide for, professional engineering and surveying as well as geotechnical engineering services for the development and upgrading of Owassa Road, with limits from Cesar Chavez Rd east to Alamo Road. The proposed improvements will be to reconstruct, resurface and/or widen Owassa Road from a 20-foot wide two-lane rural county road section to a 24-foot wide 2-lane roadway facility within the existing right-of-way.

The Engineer will perform field surveying for the purpose of establishing vertical and horizontal control for the Project. The Engineer will perform detailed topographic surveying for use in developing the project. The Engineer will also provide an inventory of existing utility information and provide coordination with the owners of these utilities for their adjustment. The Engineer will utilize topographic information provided by the County as well. The Engineer will obtain the services of a geotechnical engineering firm to obtain geotechnical information, or utilize geotechnical information provided by the Owner, for use in the design of the project. The Engineer will prepare a Preliminary Schematic in sufficient detail to indicate the proposed work. The Engineer will develop preliminary layouts and a cost estimate for the Project for the Owner's review. The Engineer will perform the final design of the project and develop the construction plans for the project based on the Owner's direction after review of the Preliminary Schematic and cost estimate. The Engineer will assist the Owner with the bidding process as well as provide construction management and support.

PHASE I – PRELIMINARY PHASE

Preliminary Engineering Report. The Engineer will prepare a Preliminary Schematic in sufficient detail to indicate the proposed work. The Engineer will develop preliminary layouts and a cost estimate for the Project for the Owner's review.

Field Surveying. The Engineer will review the survey information provided by the County and will obtain additional topographic information as may be necessary for development of the project. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project.

Geotechnical Investigation. The engineer will provide for the performance of a geotechnical investigation and testing for the purpose of pavement design and determining the suitability of existing soils to be used in the proposed construction. The Owner may provide this Geotechnical information for use by the Engineer. The Geotechnical Investigation work, if provided under this work authorization, will be considered an additional service.

PHASE II – DESIGN PHASE

The Engineer will perform, or provide for, professional engineering services for the plans, specifications and estimate part for of the development and upgrading of Owassa Road as determined by the Owner after review of the Preliminary Schematic and cost estimate.

Plans Development (PS&E). The Engineer will perform, or provide for, professional, surveying, and engineering design services for the preparation of plans for the development and upgrading of Owassa Road. The engineer will perform field surveys to obtain additional information that may not have been gathered during the schematic design phase of the project. The engineer will utilize the Geotechnical investigation data obtained during the Preliminary Phase for the proper design of the project. The engineer will provide the engineering design services necessary for the development of the final construction plans, specifications and estimate (PS&E) for the project.

Engineering Design. The Engineer will utilize Hidalgo County established Standards in the development of the project design. The engineer will provide, or provide for, the development of the plans, specifications and estimate for the construction of the project. The plans will be developed on 11"x17" sheets. The plans may include, but not be limited to, title sheet, project layout, general notes, estimate and quantity, typical sections, sequence of construction, traffic control plan, plan & profile, roadway & drainage layout, bridge layout & details (if necessary), culvert layout & details (as necessary), hydraulic data, drainage area map, drainage details, drain ditch details, storm water pollution prevention plan (SW3P), irrigation structure adjustment details, signing details, striping details, and traffic signal layout & details (if necessary). The project cost estimate will be developed based on the unit price system of bidding utilizing recent bids received by the Owner or utilizing TxDOT's 12-month average bid data. The engineer will not be required to guarantee the accuracy of those estimates. The engineer will develop the horizontal and vertical design for the proposed roadway improvements utilizing GEOPAK.

The Engineer will develop the hydraulic design in accordance with Hidalgo County/Local Municipal or TXDOT guidelines. The engineer will also provide the drainage design utilizing HEC-HMS, HEC-RAS, TR-55, Winstorm or other approved methods.

Plans will be developed utilizing a Microstation or AutoCADD software package. All design shall in all respects combine the application of sound engineering principles with a high degree of economy.

PHASE III – CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under the PS&E phase.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner 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

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. Based on the Engineer's periodic site visits, the Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of

work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide periodic Project site observations of the authorized construction as follows:

a) Project Engineer. The Engineer will provide periodic site 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). If requested and authorized by Owner as an additional service, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on-site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

b) Observe Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12) Record Drawings. The Engineer will develop "record drawings", based on Contractor mark-ups, to depict the work as constructed. The Owner will be furnished three (3) set of prints.

ADDITIONAL SERVICES

Geotechnical Investigation work and Resident Engineer and/or Construction Inspector work will be considered as an additional service as stipulated in the Agreement.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-085-04-08
Work Authorization Form

Work Authorization No. 4

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the design and construction for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

HIDALGO COUNTY

Professional Engineering Services
Contract #C-14-085-04-08
Work Authorization No. 4

EXHIBIT D
FEE ESTIMATE

TASK	CONTRACT AMOUNT ($)
Basis for Engineering Fee based on Article 6A of Contract	
Project Estimated Construction Cost	$262,510
Engineering Services Fee (8% of Construction Cost)	$21,001
Topographic Survey Services Fee (1.5% of Construction Cost)	$3,938
Total Fee (Prelim Eng, Design & Construction Services Fee)	**$24,938**
PART I - PRELIMINARY ENGINEERING (50% of Total Fee)	**$12,469**
TOPOGRAPHIC SURVEY (50% of Prelim Eng Fee)	$6,235
SCHEMATIC DESIGN (50% of Prelim Eng Fee)	$6,235
SUB-TOTAL (Prelim Eng Fee)	**$12,469**
PART II - DESIGN (30% of Total Fee)	**$7,482**
60% Plans Submittal (60% of PS&E Fee)	$4,489
90% Plans Submittal (30% of PS&E Fee)	$2,244
100% Plans Submittal (10% of PS&E Fee)	$748
SUB-TOTAL (PS&E Fee)	**$7,482**
PART III - CONSTRUCTION (20% of Total Fee)	**$4,988**
CONSTRUCTION PHASE SERVICES	$4,988
SUB-TOTAL (PS&E Fee)	**$4,988**
TOTAL PROFESSIONAL SERVICES FEE	**$24,938**

AI-44801 **Purchasing Department 16. D. 1.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Comm. Joe Flores, HC-Pct. 3 **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Mile 2 North Roadway Reconstruction Project subject to receipt of TXDOT's approval of packet, receiving TXDOT letter of authority and HC-CC's adoption of TXDoT's DBE program-Pct No. 3 - RFB No. 2014-153.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: June 07, 2014
2nd Advertisement: June 14, 2014
Bid Opening Date: July 01, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1315-431-00-123-094-0-731

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

BUDGETARY IMPACT:

PO 702788

Attachments

proc pckt mile 2 n

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 02:49 PM
Budget & Management	Debbie Tamez	05/30/2014 03:34 PM
Auditor's Office	Debbie Tamez	05/30/2014 04:57 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Yvette Islas Started On: 05/30/2014 10:59 AM

Final Approval Date: 05/30/2014

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

MILE 2 NORTH ROADWAY RECONSTRUCTION PROJECT

FROM LA HOMA RD. TO MOOREFIELD ROAD
BID NO. 2014-153
CSJ 0921-02-323

MAY 2014

PREPARED FOR:
Hidalgo County Precinct No. 3

L&G CONSULTING ENGINEERS, INC.
TBPE REG # F-4105

The seal appearing on this
document was authorized by
ARMANDO J. SANDOVAL, P.E.
MAY 5, 2014

Advertisement for Bids A1
Responsive & Nonresponsive Proposal Checklist..... B1
Receipt of Addenda..... C1
Proposal to Hidalgo County..... D1
Bid Bond..... E1
Bidder's Bond/Check Return F1
Total Bid Amount..... G1
Bid Proposal Sheets..... H1
Child Support Business Ownership Form..... I1
Disclosure of Lobbying Activities J1
Certifications by Proposal Signature K1
- Interest in Other Bid Proposals for this Work
- Non-Collusion
- Child Support
- Contractor's Assurance
- DBE Requirements

Notice to Contractors..... L1
- Eligibility of Bidders
- Buy America
- Equipment Rental Rates
- Time Extensions
- Liquidated Damage Rate
- Termination of Contract
- Safety & Trench Protection

Differing Site Conditions..... M1
Convict Labor and Convict Produced Materials N1
Change Orders..... O1
Hidalgo County Forms
- Construction Contract..... P1
- Performance Bond..... P3
- Payment Bond P5
- Certificate of Owner's Attorney P7
- Sales Tax Statement P8
- Bidder Application..... P9
- Form W-9..... P10

Engineer's Seal Q1
General Notes R1
Specification List S1
Special Provisions T1
Form FHWA-1273 ..... U1
Wage Rate Determinations V1
Special Specifications W1

Hidalgo County would like to invite you to submit a bid on the following:

BID No.:	**Project Name:**
2014-153	**Mile 2 North Roadway Reconstruction Project**
Project scope consists of reconstructing an existing roadway facility to a 54' f-f curb and gutter section with storm drain pipes, signing, delineation, flashing beacons, and pavement markings from La Homa Rd. to Moorefield Rd..	

Interested contractors may obtain bid packets at Project Engineer's office: **L&G Engineering, Mr. Damien Tijerina, P.E. 900 S. Stewart Rd. Suite 5, Mission, Texas (956) 585-1909** for the amount of **$100.00 (non-refundable)**. Proposals will be posted on Hidalgo County's website at: www.co.hidalgo.tx.us.

A **Non-Mandatory** Pre-Bid Conference will be held on **Friday, June 20, 2014 at 3:00 p.m.** at **Hidalgo County Purchasing Department Conference Room located at 2802 S. Business Hwy 281, Edinburg, Texas**.

Sealed bids shall be properly identified as follows: ***Bidders' name and address*** on the upper left hand corner and "***Bid No. 2014-153 Mile 2 North Roadway Reconstruction Project*"** on the lower left hand corner of sealed envelope/and or packet. Overnight mail shall also be properly labeled on the outside of the 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:	**Physical Location:**
Hidalgo County New Administration Building	**Hidalgo County New Administration Building**
2812 S. Business Hwy 281	**2802 S. Business Hwy. 281, Edinburg, TX**
Edinburg, TX 78539	**(Southeast of Canton Rd & Business Hwy 281)**

Sealed bids will be accepted until **4:00p.m. on Tuesday, July 1, 2014. T**hey will be opened and read aloud at 4:01p.m. in the **Hidalgo County Purchasing Department Conference Room located in the Hidalgo County New Administration Building at 2802 S. Business Hwy 281, Edinburg, Texas**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Eligibility of Bidders: Any Contractor intending to bid on this project to be awarded by Hidalgo County must be prequalified by Texas Department of Transportation (TxDOT). If Contractor is not prequalified, the Contractor must submit a satisfactory Confidential Questionnaire Form and an audited financial statement, or a Bidder's Questionnaire Form to the TxDOT Construction Division at least ten (10) days prior to the date that bids are to be opened. Obtain prequalification forms from the TxDOT Construction Division.

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

Davis-Bacon Prevailing Wage Rates
Bidders must adhere to Texas State Prevailing Wage Requirements for Hidalgo County and Davis-Bacon Federal Wage Rates, including Certified Payroll. Be advised applicable wage rates may change. 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.

Disadvantaged Business Enterprise Policy
This project is financed in part by Federal funds. A 6% DBE goal has been established for this project in accordance with 49 CFR Part 26. Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246, as amended).

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Project Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be submitted by **Tuesday, June 24, 2014**. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **XXTH day** of **MONTH, 2014.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

The bidder must complete the following proposal items to be considered **RESPONSIVE**:

- ☐ The Bidder must be pre-qualified by TxDOT per the TxDOT 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges; Item 2 Instructions to Bidders; Section 2.2 Eligibility of Bidders. Obtain prequalification forms from the Texas Department of Transportation Construction Division.
- ☐ Page C1 - The "Addendum Acknowledgement" must be check marked in the appropriate box(es). The Bidder may contact L&G Consulting Engineers, Inc. at ASandoval@LGEngineers.com to verify the number of Addendums that have been issued for this project.
- ☐ Page D1 - The "Proposal to Hidalgo County" must be signed.
- ☐ Page E1 - The "Bid Bond" must be completed and signed, provided the bidder does not submit a proposal guaranty in the form of a Cashier's Check, Teller's Check, or Bank Money Order. A "Bid Bond" must be issued per the instructions provided and submitted as a part of the Proposal. The "Proposal Guaranty" or Bid Bond must be payable to Hidalgo County.
- ☐ Page F1 - Complete the "Bidder's Bond/Check Return".
- ☐ Page G1 - Complete the "Total Bid Amount" form.
- ☐ Pages H1 thru H8 - Complete the "Bid Proposal Sheets" with Unit Prices and Extensions for every item. Sign the Bid.
- ☐ Page I1 - Complete the Child Support Business Ownership Form and Sign.
- ☐ Page J1 - Complete the "Disclosure of Lobbying Activities" if applicable. If not applicable to the Bidder, then indicate "NOTHING TO REPORT" on the first page of the form.
- ☐ Page K1 – Check the appropriate response, yes or no, under "Certification of Interest".
- ☐ Enclose the complete proposal form with the Guarantee Check or Bid Bond in a plain sealed envelope marked to indicate the contents and submit to the County Official **prior to 4:00 P.M. on July 1, 2014** as follows.

Bidder's Name
Bidder's Address

Martha L. Salazar, CPPB, Hidalgo County Purchasing Department
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, TX 78539

Bid No. 2014-153
Mile 2 North Roadway Reconstruction Project

The Bid Opening will be at **4:01 P.M. on July 1, 2014** in **Hidalgo County Purchasing Department Conference Room** located in the Hidalgo County New Administration Building at 2802 S. Business Hwy 281, Edinburg, Texas

A proposal that has one or more of the deficiencies listed in Article 2.7 is **NONRESPONSIVE** and will not be considered.

ADDENDUM ACKNOWLEDGEMENT

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

Each Bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging addendum(s). Any addenda issued amending his proposal and/or plans that have been acknowledged by the bidder, become part of this proposal.

The bidder by affixing their signature to this signature page of this proposal is acknowledging that they have taken the addendum (s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the City Council or other designees.

Receipt is hereby acknowledged of the following Addenda to the Contract Documents.

Addendum No. 1 ☐

Addendum No. 2 ☐

Addendum No. 3 ☐

Addendum No. 4 ☐

PROPOSAL TO HIDALGO COUNTY

Mile 2 North Roadway Reconstruction Project

Bid No. 2014-153

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in **120 Working Days** and will be accepted when fully completed and finished to the satisfaction of the Engineer or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit union made payable to **Hidalgo County** in the amount of **5% of the Bidder's Total Bid.**

A bid bond may be used as the required proposal guaranty. The bond form included in this bid proposal book may be detached from the proposal for completion. The proposal book may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

By signing this proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure payment and performance bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and that they have full and signatory authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.
5. that the bid prices contained in the proposed have been carefully checked and are submitted as correct and final.
6. See Section ***"CERTIFICATIONS BY PROPOSAL SIGNATURE"*** for additional certifications made by signing this proposal.

Signed:**

(1) _____ **(2)** _____ **(3)** _____

Print Name:

(1) _____ **(2)** _____ **(3)** _____

Title:

(1) _____ **(2)** _____ **(3)** _____

Company:

(1) _____ **(2)** _____ **(3)** _____

Signatures shall comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

***When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

The bidder proposes and agrees to perform all work of whatever nature required, in strict accordance with the drawings and specifications, for the following sum of prices, to which:

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Drawings.

It is understood that **Hidalgo County** reserves the right to reject any and all bids and to waive any informality received in the bids.

In the event of the award of a Contract to the Company named above, the Company will furnish a Performance Bond and a Payment Bond for the full amount of the Contract and a Certificate of Insurance, secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance to guarantee payment of all lawful claim for labor performed and materials furnished in the fulfillment of the Contract, and to guarantee the Bidder is covered by insurance as required by the Contract Documents.

KNOWN ALL MEN BY THESE PRESENTS,

that we, the undersigned, *(Contractor Name)* _____

as Principal, and *(Surety Name)* _____

as Surety, are hereby held and firmly bound unto **HIDALGO COUNTY** as Owner in the penal sum of *(5% of the Contractor's total bid)* _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns,.

Signed, this _____ day of _____ 20_____

The condition of the above obligation is such that whereas the Principal has submitted to **Hidalgo County** a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the **Mile 2 North Roadway Reconstruction Project.**

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(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 as 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.

By: _____

(Contractor/Principal Name)

_____

(Signature and Title of Authorized Signatory for Contractor/Principal)

* By: _____

(Surety Name)

_____

(Signature of Attorney-in-Fact)

*Attach Power of attorney (Surety) for Attorney-in-Fact

Impressed Surety Seal Only

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT) (*Complete this section for submission with the Proposal*):

Project No.: **Bid No. 2014-153**

Project Name: **Mile 2 North Roadway Reconstruction Project**

(*Complete this section, below, when the Bid Bond/Check is returned to the Bidder*)

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project No.: **Bid No. 2014-153**

Project Name: **Mile 2 North Roadway Reconstruction Project**

TOTAL BID AMOUNT

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or **Hidalgo County**.

The contract will be awarded by competitive bidding and on the basis of unit pricing.

It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices WRITTEN IN WORDS for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Unit prices must be submitted in accordance with Item 2 of the Standard Specifications or Special Provision to Item 2 FOR EACH ITEM LISTED in this proposal and with the following: For each item listed in the Bid Proposal Sheets, write in a unit bid price in words and in figures in the spaces provided. Also, write in the extended amount (Item Cost) in figures for each item listed in the Bid Proposal Sheets by multiplying the unit bid price by its respective estimated quantity.

$_____

Total Bid Amount

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
100	2002		PREPARING ROW _____ DOLLARS and _____ CENTS	STA	32.61		
104	2009		REMOVING CONC (RIPRAP) _____ DOLLARS and _____ CENTS	SY	12.00		
104	2022		REMOVING CONC (CURB AND GUTTER) _____ DOLLARS and _____ CENTS	LF	126.00		
106	2001		OBLITERATING ABANDONED ROAD _____ DOLLARS and _____ CENTS	STA	6.24		
110	2001		EXCAVATION (ROADWAY) _____ DOLLARS and _____ CENTS	CY	12,437.00		
132	2006		EMBANKMENT (FINAL)(DENS CONT)(TY C) _____ DOLLARS and _____ CENTS	CY	668.00		
160	2005		FURNISHING AND PLACING TOPSOIL _____ DOLLARS and _____ CENTS	CY	25.00		
164	2036		DRILL SEEDING (PERM) (RURAL) (CLAY) _____ DOLLARS and _____ CENTS	AC	0.77		
164	2042		DRILL SEEDING (TEMP) (WARM) _____ DOLLARS and _____ CENTS	AC	0.77		
204	2003		SPRINKLING (DUST CONTROL) _____ DOLLARS and _____ CENTS	MG	130.00		
247	2225		FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) _____ DOLLARS and _____ CENTS	CY	4,742.35		

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
251	2159		REWORK BS MATL (TY B)(10")(DC)(ORG POS) _____ DOLLARS and _____ CENTS	CY	827.00		
260	2011		LIME TRT (EXST MATL) (12") _____ DOLLARS and _____ CENTS	SY	21,156.11		
260	2016		LIME (HYD, COM, OR QK(SLURRY)) _____ DOLLARS and _____ CENTS	TON	518.83		
260	2054		LIME TRT (NEW BASE)(10") _____ DOLLARS and _____ CENTS	SY	20,079.83		
310	2026		PRIME COAT (EC-30) _____ DOLLARS and _____ CENTS	GAL	3,782.64		
400	2005		CEM STABIL BKFL _____ DOLLARS and _____ CENTS	CY	234.00		
400	2006		CUT & RESTORING PAV _____ DOLLARS and _____ CENTS	SY	54.00		
400	2007		STRUCT EXCAV (SPECIAL) _____ DOLLARS and _____ CENTS	CY	306.00		
400	2011		SAND BACKFILL _____ DOLLARS and _____ CENTS	CY	1,271.00		
402	2001		TRENCH EXCAVATION PROTECTION _____ DOLLARS and _____ CENTS	LF	2,531.00		
416	2032		DRILL SHAFT (TRF SIG POLE) (36 IN) _____ DOLLARS and _____ CENTS	LF	60.80		

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
432	2001		RIPRAP (CONC)(4 IN) _____ DOLLARS and _____ CENTS	CY	12.00		
464	2089		RC PIPE (CL III)(18 IN)(SPL) _____ DOLLARS and _____ CENTS	LF	606.00		
464	2090		RC PIPE (CL III)(24 IN)(SPL) _____ DOLLARS and _____ CENTS	LF	983.00		
464	2091		RC PIPE (CL III)(30 IN)(SPL) _____ DOLLARS and _____ CENTS	LF	389.00		
464	2092		RC PIPE (CL III)(36 IN)(SPL) _____ DOLLARS and _____ CENTS	LF	697.00		
464	2093		RC PIPE (CL III)(42 IN)(SPL) _____ DOLLARS and _____ CENTS	LF	396.00		
465	2005		MANH (COMPL)(TY M) _____ DOLLARS and _____ CENTS	EA	3.00		
465	2103		INLET (COMPL)(TY F) _____ DOLLARS and _____ CENTS	EA	19.00		
465	2109		INLET EXT (TY F) _____ DOLLARS and _____ CENTS	EA	12.00		
465	2113		INLET (COMPL)(TY CC) _____ DOLLARS and _____ CENTS	EA	2.00		
496	2004		REMOV STR (SET) _____ DOLLARS and _____ CENTS	EA	2.00		

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
496	2007		REMOV STR (PIPE) _____ DOLLARS and _____ CENTS	LF	174.00		
496	2042		REMOV STR (SMALL) _____ DOLLARS and _____ CENTS	EA	1.00		
500	2001		MOBILIZATION _____ DOLLARS and _____ CENTS	LS	1.00		
502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING _____ DOLLARS and _____ CENTS	MO	6.00		
508	2002		CONSTRUCTING DETOURS _____ DOLLARS and _____ CENTS	SY	2,868.00		
529	2012		CONC CURB & GUTTER (TY A)(BARRIER) _____ DOLLARS and _____ CENTS	LF	5,868.00		
530	2010		DRIVEWAYS (CONC) _____ DOLLARS and _____ CENTS	SY	153.00		
530	2011		DRIVEWAYS (ACP) _____ DOLLARS and _____ CENTS	SY	462.00		
531	2005		CURB RAMPS (TY 1) _____ DOLLARS and _____ CENTS	EA	14.00		
531	2006		CURB RAMPS (TY 2) _____ DOLLARS and _____ CENTS	EA	4.00		
531	2015		CONC SIDEWALKS (4") _____ DOLLARS and _____ CENTS	SY	1,699.00		

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
618	2024		CONDT (PVC) (SCHD 40) (4") _____ DOLLARS and _____ CENTS	LF	16.00		
620	2009		ELEC CONDR (NO. 6) BARE _____ DOLLARS and _____ CENTS	LF	140.00		
620	2010		ELEC CONDR (NO. 6) INSULATED _____ DOLLARS and _____ CENTS	LF	70.00		
621	2004		TRAY CABLE (4 CONDR) (12 AWG) _____ DOLLARS and _____ CENTS	LF	390.00		
625	2004		ZINC-COAT STL WIRE STRAND (3/8 IN) _____ DOLLARS and _____ CENTS	LF	255.00		
628	2145		ELC SRV TY T 120/240 000 (NS)GS(L)TS(O) _____ DOLLARS and _____ CENTS	EA	2.00		
644	2022		IN SM RD SN SUP&AM TYS80(1)SA(P) _____ DOLLARS and _____ CENTS	EA	18.00		
644	2077		REMOVE SM RD SN SUP & AM (SIGN ONLY) _____ DOLLARS and _____ CENTS	EA	22.00		
662	2004		WK ZN PAV MRK NON-REMOV (W) 4" (SLD) _____ DOLLARS and _____ CENTS	LF	8,348.00		
662	2016		WK ZN PAV MRK NON-REMOV (W) 24" (SLD) _____ DOLLARS and _____ CENTS	LF	361.00		
662	2032		WK ZN PAV MRK NON-REMOV (Y) 4" (SLD) _____ DOLLARS and _____ CENTS	LF	13,534.00		

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
666	2003		REFL PAV MRK TY I (W) 4" (BRK)(100MIL) _____ DOLLARS and _____ CENTS	LF	1,270.00		
666	2036		REFL PAV MRK TY I (W) 8" (SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	625.00		
666	2042		REFL PAV MRK TY I (W) 12"(SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	926.00		
666	2048		REFL PAV MRK TY I (W) 24"(SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	261.00		
666	2111		REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) _____ DOLLARS and _____ CENTS	LF	6,720.00		
668	2064		PREFAB PAV MRK TY B (W) (ARROW) _____ DOLLARS and _____ CENTS	EA	8.00		
668	2074		PREFAB PAV MRK TY B (W) (WORD) _____ DOLLARS and _____ CENTS	EA	4.00		
672	2012		REFL PAV MRKR TY I-C _____ DOLLARS and _____ CENTS	EA	105.00		
672	2015		REFL PAV MRKR TY II-A-A _____ DOLLARS and _____ CENTS	EA	342.00		
680	2001		INSTALL HWY TRF SIG (FLASH BEACON) _____ DOLLARS and _____ CENTS	EA	2.00		
682	2027		VEH SIG SEC (12 IN) LED (RED) _____ DOLLARS and _____ CENTS	EA	16.00		

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
684	2010		TRF SIG CBL (TY A) (12 AWG) (5 CONDR) _____ DOLLARS and _____ CENTS	LF	250.00		
686	2018		INS TRF SIG PL AM(S) STR (TY D) LUM _____ DOLLARS and _____ CENTS	EA	4.00		
1122	2017		CONSTRUCTION EXITS (INSTALL) (TY 2) _____ DOLLARS and _____ CENTS	SY	78.00		
1122	2019		CONSTRUCTION EXITS (REMOVE) _____ DOLLARS and _____ CENTS	SY	78.00		
1122	2037		TEMPORARY SEDIMENT CONTROL FENCE INSTLL _____ DOLLARS and _____ CENTS	LF	180.00		
1122	2048		BIOGRD EROSN CONT LOGS (12" DIA)INSTALL _____ DOLLARS and _____ CENTS	LF	520.00		
3268	2039		D-GR HMA TY-D SAC-B PG64-22 _____ DOLLARS and _____ CENTS	TON	3,228.49		
4035	2005		RC LOW HEAD PRSSR PIPE (CL III)(24") _____ DOLLARS and _____ CENTS	LF	228.00		
4035	2006		RC LOW HEAD PRSSR PIPE (CL III)(30IN) _____ DOLLARS and _____ CENTS	LF	161.00		
4035	2009		RC LOW HEAD PRSSR PIPE (CL III)(36") _____ DOLLARS and _____ CENTS	LF	39.00		
4035	2012		RC LOW HEAD PRSSR PIPE (CL III)(42") _____ DOLLARS and _____ CENTS	LF	48.00		

Mile 2 North Roadway Construction Project							
Item	Code		UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
4061	2014		WELL GATE (24") _____ DOLLARS and _____ CENTS	EA	4.00		
4269	2003		PRESS IRRIG PVC PIPE (24 IN) _____ DOLLARS and _____ CENTS	LF	318.00		
						TOTAL BID	$

TOTAL BID IN WORDS

BIDDER/COMPANY NAME

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

(Amounts are to be shown in both words and figures.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc.,

to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids to waive any informality in the bidding.

State of Texas Child Support Business Ownership Form

County: **HIDALGO** Project Name: **Mile 2 North Rd.**

TxDOT CSJ: **0921-02-323** LG Project Number: **2014-153**

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by **Hidalgo County** With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the cover Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

EF Created by: PSC Media Arts (301) 443-2454

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Standard Form - LLL-A

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, **the bidding firm and the signer certify that** the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_____ NO

B. If this proposal is the low bid, **the bidder agrees to** provide the following information prior to award of the contract.
   1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
   2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

NON-COLLUSION CERTIFICATION

By signing this proposal, **the bidder certifies that** the person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit this certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

CHILD SUPPORT

"Under Section 231.006, Family Code, **the vendor or applicant certifies that** the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CONTRACTOR'S ASSURANCE (Subcontracts-Federal Aid Projects)

By signing this proposal, **the contractor is giving assurances that** all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.6.B. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment"
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE – 6.0%

Certification of DBE Goal Attainment

By signing the proposal, **the Bidder certifies that** the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the County and the bidder will be excluded for rebidding on the project when it is re-advertised

See Special Provision 000-1966, "Disadvantaged Business Enterprise in Federal Aid Contracts".

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

See Special Provision 000---009, "Certification of Nondiscrimination in Employment".

NOTICE TO CONTRACTORS

Hidalgo County (County) has entered into an agreement with the State of Texas (TxDOT), to construct Mile 2 North Road from La Homa Road to Moorefield Rd. (CSJ 0921-02-323). The County is responsible for implementation of the project including the planning, design, construction and administration in accordance with TxDOT standards and is subject to the State's oversight. TxDOT has also entered into an agreement with the City of Mission for the construction of Mile 2 North Road from Moorefield Rd. to SH107 (CSJ 0921-02-284). It is anticipated that bids will be opened for both projects within weeks of each other and that both projects will be under construction simultaneously.

The County has adopted the Texas Department of Transportation (TxDOT) 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, including Items 1 – 9 General Requirements and Covenants, (Standard Specs) as the governing specifications for this project *(See Section "Governing Specifications")*.

Unless otherwise specified, the County will assume the responsibilities of TxDOT where "TxDOT" or "Department" is referred to in the Standard Specs as stipulated in Special Provision 001-007 *(See Section "Governing Specifications")*.

Eligibility of Bidders: Refer to the Standard Spec Item 2, "Instructions to Bidders", Section 2.2, "Eligibility of Bidders". Any Contractor intending to bid on this project to be awarded by Hidalgo County must be prequalified by TxDOT. If Contractor is not prequalified, the Contractor must submit a satisfactory Confidential Questionnaire Form and an audited financial statement, or a Bidder's Questionnaire Form to the TxDOT Construction Division at least ten (10) days prior to the date that bids are to be opened. Obtain prequalification forms from the Texas Department of Transportation Construction Division.

Buy America: Refer to Standard Spec Item 6, "Control of Materials", Section 6.1.A, "Buy America". The Contractor will comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contractor cost or $2,500, whichever is greater;
- the materials are temporarily installed.

The Contractor will be required to provide a notarized original of the FORM D-9-USA-1 with the proper attachment for verification of compliance.

Equipment Rental Rates: The equipment rental rates method of payment, per Standard Spec Article 9.5.D is incorporated into the Contract by reference.

Time Extensions: Time charges for this project are based on a Five-Day Workweek as defined in Standard Spec Article 8.3.A.1. Time extensions will be considered for reasons outside of the contractor's control which may include inclement weather, unusual market conditions, or other conditions preventing work to progress as described in the referenced section.

Liquidated Damage Rate: Liquidated damages will be assessed in accordance with Standard Spec Section 8.5. The Liquidated Damage Rate for this contract is stipulated in Special Provision 000-2332 *(See Section "Governing Specifications")*.

Termination of Contract: The terms under which the County may terminate the Contract in whole or in part are as indicated in Standard Spec Section 8.7.

Safety & Trench Protection: The contractor shall be responsible to implement a project safety program compliant with OSHA standards and in accordance with FHWA-1273 Section VII (Safety: Accident Prevention) and Health and Safety Code 756.022 and 756.023. Trench Protection, as defined by the Health and Safety Code 756.022, may be required if the following conditions occur due to the Contractor's methods:

- Trenches 5 feet deep or more require a trench protection system.
- Trenches 20 feet deep or more require that the trench protection system be designed by a registered Professional Engineer.
- OSHA standards require daily inspections of trenches and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards.

§ 635.106 Use of publicly owned equipment.

(a) Publicly owned equipment should not normally compete with privately owned equipment on a project to be let to contract. There may be exceptional cases, however, in which the use of equipment of the State or local public agency for highway construction purposes may be warranted or justified. A proposal by any STD for the use of publicly owned equipment on such a project must be supported by a showing that it would clearly be cost effective to do so under the conditions peculiar to the individual project or locality.

(b) Where publicly owned equipment is to be made available in connection with construction work to be let to contract, Federal funds may participate in the cost of such work provided the following conditions are met:

(1) The proposed use of such equipment is clearly set forth in the Plans, Specifications and Estimate (PS&E) submitted to the Division Administrator for approval.

(2) The advertised specifications specify the items of publicly owned equipment available for use by the successful bidder, the rates to be charged, and the points of availability or delivery of the equipment; and

(3) The advertised specifications include a notification that the successful bidder has the option either of renting part or all of such equipment from the State or local public agency or otherwise providing the equipment necessary for the performance of the contract work.

(c) In the rental of publicly owned equipment to contractors, the State or local public agency shall not profit at the expense of Federal funds.

(d) Unforeseeable conditions may make it necessary to provide publicly owned equipment to the contractor at rental rates agreed to between the contractor and the State or local public agency after the work has started. Any such arrangement shall not form the basis for any increase in the cost of the project on which Federal funds are to participate.

(e) When publicly owned equipment is used on projects constructed on a force account basis, costs may be determined by agreed unit prices or on an actual cost basis. When agreed unit prices are applied the equipment need not be itemized nor rental rates shown in the estimate. However, if such work is to be performed on an actual cost basis, the STD shall submit to the Division Administrator for approval the scheduie of rates proposed to be charged, exclusive of profit, for the publicly owned equipment made available for use.

§ 635.107 Participation by disadvantaged business enterprises.

(a) The STD shall schedule contract lettings in a balanced program providing contracts of such size and character as to assure an opportunity for all sizes of contracting organizations to compete. In accordance with Title VI of the Civil Rights Act of 1964, subsequent Federal-aid Highway Acts, and 49 CFR part 26, the STD shall ensure equal opportunity for disadvantaged business enterprises (DBEs) participating in the Federal-aid highway program.

(b) In the case of a design-build project funded with title 23 funds, the requirements of 49 CFR part 26 and the State's approved DBE plan apply. If DBE goals are set, DBE commitments above the goal must not be used as a proposal evaluation factor in determining the successful offeror.

[67 FR 75925, Dec. 10, 2002]

§ 635.108 Health and safety.

Contracts for projects shall include provisions designed:

(a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and

(b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

§ 635.109 Standardized changed condition clauses.

(a) Except as provided in paragraph (b) of this section, the following

changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

(1) *Differing site conditions.* (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) *Suspensions of work ordered by the engineer.* (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.* (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term ''significant change'' shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use ''suspensions of work ordered by the engineer'' clauses, and may consider ''differing site condition'' clauses and ''significant changes in the character of work'' clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

§635.110 Licensing and qualification of contractors.

(a) The procedures and requirements a STD proposes to use for qualifying and licensing contractors, who may bid for, be awarded, or perform Federal-aid highway contracts, shall be submitted to the Division Administrator for advance approval. Only those procedures and requirements so approved shall be effective with respect to Federal-aid highway projects. Any changes in approved procedures and requirements shall likewise be subject to approval by the Division Administrator.

(b) No procedure or requirement for bonding, insurance, prequalification, qualification, or licensing of contractors shall be approved which, in the judgment of the Division Administrator, may operate to restrict competition, to prevent submission of a bid by, or to prohibit the consideration of a bid submitted by, any responsible contractor, whether resident or nonresident of the State wherein the work is to be performed.

(c) No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract. This, however, is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Prequalification of contractors may be required as a condition for submission of a bid or award of contract only if the period between the date of issuing a call for bids and the date of opening of bids affords sufficient time to enable a bidder to obtain the required prequalification rating.

(d) Requirements for the prequalification, qualification or licensing of contractors, that operate to govern the amount of work that may be bid upon by, or may be awarded to, a contractor, shall be approved only if

Convict Produced Material: FHWA Federal-aid projects are subject to 23 CFR 635.417, Convict produced materials. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

Convict Labor: No construction work shall be performed by convict labor at the site or within the limits of any Federal-aid highway construction project from the time of the ward of the contract or the start of work on force account until final acceptance of the work by the TxDOT unless it is labor performed by convicts who are on parole, supervised release, or probation.

CHANGE ORDERS

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree upon the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under the 2004 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (TXDOT Specification) Article 9.5, “Force Account,” or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any Item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more than 25% from the original Contract quantity. (The 25% variance is not applicable to non-site-specific Contracts.)

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with TxDOT Specification Item 8, “Prosecution and Progress.”

STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement entered into this _____ day of _____20____ by and between Hidalgo County, hereinafter called "OWNER", and _____ (a corporation, partnership, or individual) of _____ County, State of Texas, hereinafter called "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned, to be made and performed by OWNER, the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

PROJECT: Mile 2 North Roadway Reconstruction Project

PROJECT No. : 2014-153

hereinafter called "PROJECT", for the sum of $_____ and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by L&G Consulting Engineers, Inc., Damien Tijerina, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph l.Ol.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 **120 working days** after commencement of work. The CONTRACTOR further agrees to pay, as liquidated damages, the sum stipulated in the Specifications for each consecutive working day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed and original, in the year and day first above mentioned.

APPROVED BY COMMISSIONER'S COURT ON: _____, 2014

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 _____ 2014, by *(Title)*_____ of and on

behalf of *(A corporation)* _____.

_____

Notary Public Signature

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

_____

Ramon Garcia, County Judge

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That we (Name of Contractor) _____, hereinafter called **Principal** and (Name of Surety) _____, hereinafter called **Surety**, are held and firmly bound unto **Hidalgo County**, hereinafter called **Owner,** in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in Hidalgo County, Texas, 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 by these presents.

THE CONDITION OF THIS OBLIGATION

is such that Whereas, the Principal entered into a certain contract with Owner, dated the _____ day of _____ , 20_____, a copy of which is hereto attached and made a part hereof for the **Mile 2 North Roadway Reconstruction Project**, hereinafter called the "Work".

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 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, alteration 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 ___, day of _____,20____.

ATTEST:

_____
PRINCIPAL

_____ _____
(Principal) Secretary Signature

_____ _____
Witness as to Principal (Print/Type Name)

_____ _____
Address Address

ATTEST:

_____
SURETY **(SEAL)**

_____ _____
(Surety) Secretary Attorney-in-Fact (Signature)

_____ _____
Witness as to Surety (Print/Type Name)

_____ _____
Address Address

NOTE: If Contractor is partnership, all partners should execute bond.

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That we (Name of Contractor) _____, hereinafter called **Principal** and (Name of Surety) _____, hereinafter called **Surety**, are held and firmly bound unto **Hidalgo County**, hereinafter called **Owner,** and unto all person, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ ($_____) Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION

is such that Whereas, the Principal entered into a certain contract with Owner, dated the _____ day of _____ , 20_____, a copy of which is hereto attached and made a part hereof for the **Mile 2 North Roadway Reconstruction Project**.

NOW, THEREFORE, the condition of this obligation is such, that if the 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, Acts 56th legislature, Regular Session, 1959, 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 protection 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 Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, 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, 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 ____, day of _____,20____.

ATTEST:

_____
PRINCIPAL

_____ _____
(Principal) Secretary Signature

_____ _____
Witness as to Principal (Print/Type Name)

_____ _____
Address Address

ATTEST:

_____
SURETY **(SEAL)**

_____ _____
(Surety) Secretary Attorney-in-Fact (Signature)

_____ _____
Witness as to Surety (Print/Type Name)

_____ _____
Address Address

NOTE: If Contractor is partnership, all partners should execute bond.

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

Date: _____

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment oftaxes 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

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – __ – ____

or

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 11-2005)

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Control : 0921-02-323

Project :

Highway : CS (Mile 2 North Rd.)

County : Hidalgo

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

The seal appearing on this document was authorized by

ARMANDO J. SANDOVAL, P.E.

MAY 5, 2014

GENERAL NOTES:

2004 SPECS
GENERAL NOTES MASTER

****

GENERAL REQUIREMENTS AND COVENANTS - ITEM 1 THRU 9

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 5: Control of the Work

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8: Prosecution and Progress

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer. Item 100 will be charged in accordance with Article 8.3.A.1, Five-Day Workweek.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120-Working days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 working days utility work period or earlier if mutually agreed in writing by the engineer and contractor.

ITEM 100: Preparing Right of Way

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project engineer for select problem areas. Unless otherwise approved by the project engineer, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 “Drill Seeding”. Watering shall not be used with the Drill Seed Method.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2”	0
½”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the State's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 251: Reworking Base Material

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300: Asphalts, Oils and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 3268. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 3268.

ITEM 310: Prime Coat (Cutback Asphaltic Material)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 3268: Dense-Graded Hot-Mix Asphalt (QC/QA)

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

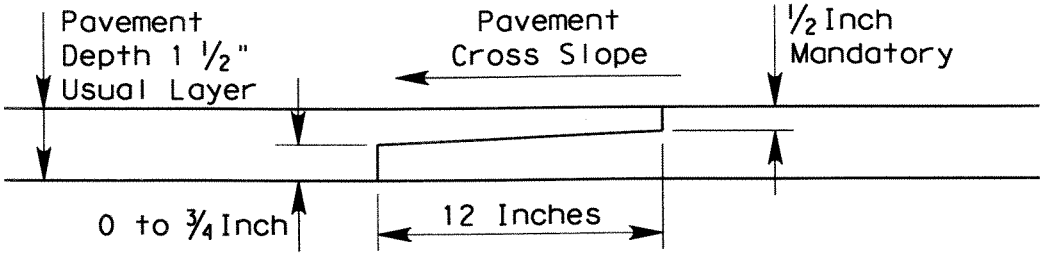
Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	0921-02-323	Mile 2 Rd.	B

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The contractor is to add a vertical taper if needed which will be subsidiary to Item 3268.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 416: Drilled Shaft Foundations

Payment for furnishing and installing anchor bolts mounted in drill shafts will be included in the unit price bid for the various diameter drill shafts.

The Contractor shall coordinate with the utility companies to verify utility locations before drilling foundations.

The Contractor shall form, or provide a smooth finish, the portions of drilled shaft that project above the ground line. Place a ¾ inch chamfer on the top edge of each pole foundation. This work will not be paid for directly, but will be considered subsidiary to this bid item.

All drilled shaft foundations will be based on the lengths shown on the plans or those established in writing. Adequate calculations for measurements of foundations have been made in accordance with Article 9.1 of the Standard Specifications. Increases or decreases in the quantities required by change in design will be measured as specified and the revised quantities will be the basis for payment.

In the presence of excess ground water and/or unstable conditions in sub-grade soils prevents excavation to the line and depths indicated on the plans for "Drilled Shaft Foundation", other proposed methods of foundation installation such as casing, etc. shall be submitted for review and approved by the Engineer.

ITEM 420: Concrete Structures

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 421: Portland Cement Concrete

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Air entrain all concrete used in Drilled Shafts.

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 465: Manholes & Inlets

For TY C, CC, and TY C(SPL-1&2) inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the plans. The cost will be subsidiary to Item 465 unless otherwise shown in the plans.

ITEM 467: Safety End Treatment

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 471: Frames, Grates, Rings and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 502: Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The "Safety Contingency" is not intended to be used in lieu of bid items established by the contract.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the Department's use in the asphalt laboratory one (1) desktop computer.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 3268 respectively, except for measurement and payment.

ITEM 529: Concrete Curb, Gutter and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

ITEM 610: Roadway Illumination Assemblies

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

In addition to ED (2)-03, each cable for luminaires shall be identified in each ground box, pole base, or other accessible location with yellow electrical tape wrapped around the cable. The tape marking shall be at least 2 inches.

All luminaires on traffic signal poles shall be rated for 240 vac.

Luminaires installed on traffic signal poles will not be paid for directly, but shall be considered subsidiary to the various bid items of the project.

ITEM 618: Conduit

All conduit ends in pole bases, controllers and ground boxes shall be plugged with 4 to 6 inches of polyurethane sealant or its equivalent after cables are in place.

Conduit shall be placed in a straight line not to exceed 2.0 feet in any direction. The depth of the conduit shall be 1.5 feet except when crossing a roadway where the depth shall not be more than 3.0 feet nor less than 1.0 foot below the bottom of the base material in the roadway when placed by the jacking or boring method. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop the method being used.

Conduit runs under paved roadways or driveways shall be jacked or bored and then pushed across. At these locations, galvanized rigid metal may be used. All other runs shall be made by trenching. Existing pavement which will be removed, reconstructed or overlaid with new pavement may be trenched across.

Trenches for conduit runs shall be a minimum 2 feet deep and 4 inches wide. The conduit shall be placed on a 2-inch sand cushion and then backfilled with a minimum of 6 inches sand fill. The remainder of the trench shall be backfilled with flexible base, soil or two-sack concrete as required by location of conduit on the project or as directed. The top 3 inches shall match the existing surface material.

All conduit elbows and rigid extensions required to be installed on PVC conduit systems will not be paid for separately, but will be considered subsidiary to the various bid items.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) materials producers list. Category is "Roadway Illumination and Electrical Supplies."

ITEM 621: Tray Cable

Connect luminaires on traffic signal poles using a 4 conductor tray cable with conductor colors of red, black and green #12 AWG (XHHW). The white (neutral) conductor will not be needed and will be capped.

ITEM 628: Electrical Service

Arrange for and cooperate with the utility company to provide electrical power for the service(s) shown and as required by the plans. A meter will be required on all electrical services.

ITEMS 636: Aluminum Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Supports and Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the “Sign Crew Field Book” (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEM 656: Foundations for Traffic Control Devices

The dimensions shown on the plans for location of signal pole foundations, conduit and other items may be varied to meet existing conditions as approved.

The work area shall be cleaned up and all loose material resulting from the contract operations shall be removed from the work area each day before work is suspended.

No traffic signal pole shall be placed on the foundations prior to seven (7) days following placement of concrete.

ITEMS 662 and 666: Work Zone Pavement Markings and Reflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.
Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity
in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

For expressway projects, provide channelizing devices at the ramp connections when temporary pavement marking tabs are placed. These channelizing devices will be subsidiary to item 502.

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

ITEM 680: Installation of Highway Traffic Signals

Sequence of work

1. The existing flashing beacon installation(s) shall remain in operation at all times during construction of the proposed flashing beacon installation(s) or modification(s).
2. The complete removal of the specified existing flashing beacon installation or specified Items will be required when the proposed flashing beacon installation(s) are in place and operational.
3. All labor, tools, and materials used to remove the specified existing flashing beacon material shall not be paid for directly, but be considered subsidiary to the various items of work.
4. Final inspection shall be performed in conjunction with the district signal shop.

ITEM 682: Vehicle and Pedestrian Signal Heads

All flashing beacon heads shall be covered with burlap from the time of installation until they are placed in operation. All flashing beacon heads shall be of polycarbonate material and yellow in color. Flashing beacon heads shall have standard detachable visors. LED's shall be furnished for all traffic signal heads.

Flashing beacon heads shall be positioned carefully to provide the best view of head indications to motorists. All beacon heads shall be installed to a neat overall appearance.

Nominal height for flashing beacon heads above pavement surface shall be 18 feet 6 inches, plus/minus 3 inches.

ITEM 684: Traffic Signal Cables

All signal cable shall be #12 AWG;2/c loop.

ITEM 686: Traffic Signal Pole Assemblies (Steel)

The locations for the proposed traffic signal poles are approximate. The exact locations will be determined in the field in coordination with the District Signal Shop.

Erection and/or removal of poles and luminaries located near any overhead electrical power lines shall be accomplished using established industry and utility safety practices. The appropriate utility company shall be consulted with prior to beginning such work.

ITEM 1122: Temporary Erosion, Sedimentation, and Environmental Controls

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if erosion control logs are needed; it shall be placed as directed by the Engineer.

ITEM 4061: Irrigation Wells, Gates and Valves

If the Contractor elects, a larger size Item may be furnished and installed at no extra cost to the State.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED BELOW:

STANDARD SPECIFICATIONS:

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (103)
ITEM 104 REMOVING CONCRETE
ITEM 106 OBLITERATING ABANDONED ROAD
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100)(204)(210)(216)(400)
ITEM 160 TOPSOIL
ITEM 164 SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 168 VEGETATIVE WATERING
ITEM 204 SPRINKLING
ITEM 247 FLEXIBLE BASE (105)(204)(210)(216)(520)
ITEM 251 REWORKING BASE COURSES (210)(216)(247)(520)
ITEM 260 LIME TREATMENT (ROAD-MIXED)
(105)(132)(204)(210)(216)(247)(300)(310)(520)
ITEM 310 PRIME COAT (300)(316)
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES (132)(401)(420)(421)
ITEM 402 TRENCH EXCAVATION PROTECTION
ITEM 416 DRILLED SHAFT FOUNDATIONS (420)(421)(440)(448)
ITEM 432 RIPRAP <247><420><421><427><440><431>
ITEM 464 REINFORCED CONCRETE PIPE (400)<476>
ITEM 465 MANHOLES AND INLETS (400)(420)(421) <440><471>
ITEM 496 REMOVING STRUCTURES <430>
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 508 CONSTRUCTING DETOURS
ITEM 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
(360)(420)(421)(440)
ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS
(247)(260)(263)(275)(276)(292)(316)(330)(334)(340)(360)(421)(440)
ITEM 531 SIDEWALKS (104)(360)(420)(421)(440)(530)
ITEM 618 CONDUIT (400)(445)(476)(622)
ITEM 620 ELECTRICAL CONDUCTORS
ITEM 621 TRAY CABLE
ITEM 625 ZINC-COATED STEEL WIRE STRAND
ITEM 628 ELECTRICAL SERVICES (441)(445)(449)(618)(620)(627)(656)
ITEM 636 ALUMINUM SIGNS (643)
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
(421)(440)(441)(442)(445)(634)(636)(643)(656)
ITEM 662 WORK ZONE PAVEMENT MARKINGS (666)(668)(672)(677)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316)(318)(662)(677)(678)
ITEM 668 PREFABRICATED PAVEMENT MARKINGS

ITEM 672 RAISED PAVEMENT MARKERS (677)(678)
ITEM 680 INSTALLATION OF HIGHWAY TRAFFIC SIGNALS
(610)(625)(627)(634)(636)(656)
ITEM 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
ITEM 684 TRAFFIC SIGNAL CABLES
ITEM 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)
(416)(421)(441)(442)(445)(449)

SPECIAL PROVISIONS (SEE SECTION T):
SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

Required Contract Provisions, Federal-Aid Construction Contracts
(Form FHWA 1273, May, 2012) ***(SEE SECTION U)***

Wage Rates ***(SEE SECTION V)***

Special Provision (000--003) "Notice to All Bidders"
Special Provision (000--004) "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity Special Provision (Executive Order 11246)"
Special Provision (000--006) "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)"
Special Provision (000--009) "Certification of Nondiscrimination in Employment"
Special Provision (000--011) "Department Division Mailing and Physical Address"
Special Provision (000--1483) "Notice of Changes to U.S. Department of Labor Required Payroll Information"
Special Provision (000--1966) "Disadvantaged Business Enterprise in Federal Aid Contracts"
Special Provision (000--2329) "Partnering"
Special Provision (000--2332) "Schedule of Liquidated Damages"
Special Provision (000--2607) "Nondiscrimination"
Special Provision (000--2638) "On the Job Training Program"
Special Provision (000--2839) "IMPORTANT NOTICE TO CONTRACTORS"
Special Provision (000--2859) "IMPORTANT NOTICE TO CONTRACTORS"
Special Provision to Item 1 (001--007)
Special Provision to Item 1 (001--015)
Special Provision to Item 2 (002--017)
Special Provision to Item 3 (003--033)
Special Provision to Item 4 (004--017)
Special Provision to Item 5 (005--004)
Special Provisions to Item 6 (006--030) (006--047)
Special Provision to Item 7 (007--918)
Special Provision to Item 8 (008--119)
Special Provisions to Item 9 (009--009) (009--015)
Special Provision to Item 100 (100--002)
Special Provision to Item 164 (164--002)
Special Provision to Item 247 (247--033)
Special Provision to Item 260 (260--003)
Special Provision to Item 316 (316--016)

Special Provision to Item 462 (462--015)
Special Provision to Item 464 (464--006)
Special Provision to Item 465 (465--002)
Special Provision to Item 500 (500--011)
Special Provision to Item 502 (502--033)
Special Provision to Item 530 (530--006)
Special Provision to Item 560 (560--001)
Special Provision to Item 620 (620--001)
Special Provision to Item 628 (628--003)
Special Provision to Item 672 (672--034)
Special Provision to Item 682 (682--003)
Special Provision to Item 1122 (1122--001)
Special Provision to Item 6266 (6266--017)

SPECIAL SPECIFICATIONS (SEE SECTION W):

ITEM 1122 Temporary Erosion, Sedimentation, and Environmental Controls
ITEM 3268 Dense-Graded Hot-Mix Asphalt (3214)
ITEM 4035 Reinforced Concrete Low-Head Pressure Pipe
ITEM 4061 Irrigation Wells, Gates and Valves
ITEM 4269 PRESS IRRIG PVC PIPE(24 IN)
ITEM 6266 VIVDS COMMUNICATION CABLE (COAXIAL)

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE- LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

2004 Specifications

SPECIAL PROVISION

000---003

Notice to All Bidders

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

2004 Specifications

SPECIAL PROVISION

000---004

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. **General.** In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. **Goals.**

   a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

   b. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade (percent)	**Goals for female participation in each trade (percent)**
See Table 1	6.9

   c. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

d. A contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. **Subcontracting.** The Contractor shall provide written notification to the Department within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of the Department in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. **Covered Area.** As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.

5. **Reports.** The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1

County	Goals for Minority Participation	County	Goals for Minority Participation
Anderson	22.5	Concho	20.0
Andrews	18.9	Cooke	17.2
Angelina	22.5	Coryell	16.4
Aransas	44.2	Cottle	11.0
Archer	11.0	Crane	18.9
Armstrong	11.0	Crockett	20.0
Atascosa	49.4	Crosby	19.5
Austin	27.4	Culberson	49.0
Bailey	19.5	Dallam	11.0
Bandera	49.4	Dallas	18.2
Bastrop	24.2	Dawson	19.5
Baylor	11.0	Deaf Smith	11.0
Bee	44.2	Delta	17.2
Bell	16.4	Denton	18.2
Bexar	47.8	DeWitt	27.4
Blanco	24.2	Dickens	19.5
Borden	19.5	Dimmit	49.4
Bosque	18.6	Donley	11.0
Bowie	19.7	Duval	44.2
Brazoria	27.3	Eastland	10.9
Brazos	23.7	Ector	15.1
Brewster	49.0	Edwards	49.4
Briscoe	11.0	Ellis	18.2
Brooks	44.2	El Paso	57.8
Brown	10.9	Erath	17.2
Burleson	27.4	Falls	18.6
Burnet	24.2	Fannin	17.2
Caldwell	24.2	Fayette	27.4
Calhoun	27.4	Fisher	10.9
Callahan	11.6	Floyd	19.5
Cameron	71.0	Foard	11.0
Camp	20.2	Fort Bend	27.3
Carson	11.0	Franklin	17.2
Cass	20.2	Freestone	18.6
Castro	11.0	Frio	49.4
Chambers	27.4	Gaines	19.5
Cherokee	22.5	Galveston	28.9
Childress	11.0	Garza	19.5
Clay	12.4	Gillespie	49.4
Cochran	19.5	Glasscock	18.9
Coke	20.0	Goliad	27.4
Coleman	10.9	Gonzales	49.4
Collin	18.2	Gray	11.0
Collingsworth	11.0	Grayson	9.4
Colorado	27.4	Gregg	22.8
Comal	47.8	Grimes	27.4
Comanche	10.9	Guadalupe	47.8

County	Goals for Minority Participation	County	Goals for Minority Participation
Hale	19.5	Lavaca	27.4
Hall	11.0	Lee	24.2
Hamilton	18.6	Leon	27.4
Hansford	11.0	Liberty	27.3
Hardeman	11.0	Limestone	18.6
Hardin	22.6	Lipscomb	11.0
Harris	27.3	Live Oak	44.2
Harrison	22.8	Llano	24.2
Hartley	11.0	Loving	18.9
Haskell	10.9	Lubbock	19.6
Hays	24.1	Lynn	19.5
Hemphill	11.0	Madison	27.4
Henderson	22.5	Marion	22.5
Hidalgo	72.8	Martin	18.9
Hill	18.6	Mason	20.0
Hockley	19.5	Matagorda	27.4
Hood	18.2	Maverick	49.4
Hopkins	17.2	McCulloch	20.0
Houston	22.5	McLennan	20.7
Howard	18.9	McMullen	49.4
Hudspeth	49.0	Medina	49.4
Hunt	17.2	Menard	20.0
Hutchinson	11.0	Midland	19.1
Irion	20.0	Milam	18.6
Jack	17.2	Mills	18.6
Jackson	27.4	Mitchell	10.9
Jasper	22.6	Montague	17.2
Jeff Davis	49.0	Montgomery	27.3
Jefferson	22.6	Moore	11.0
Jim Hogg	49.4	Morris	20.2
Jim Wells	44.2	Motley	19.5
Johnson	18.2	Nacogdoches	22.5
Jones	11.6	Navarro	17.2
Karnes	49.4	Newton	22.6
Kaufman	18.2	Nolan	10.9
Kendall	49.4	Nueces	41.7
Kenedy	44.2	Ochiltree	11.0
Kent	10.9	Oldham	11.0
Kerr	49.4	Orange	22.6
Kimble	20.0	Palo Pinto	17.2
King	19.5	Panola	22.5
Kinney	49.4	Parker	18.2
Kleberg	44.2	Parmer	11.0
Knox	10.9	Pecos	18.9
Lamar	20.2	Polk	27.4
Lamb	19.5	Potter	9.3
Lampasas	18.6	Presidio	49.0
LaSalle	49.4	Rains	17.2

County	Goals for Minority Participation	County	Goals for Minority Participation
Randall	9.3	Webb	87.3
Reagan	20.0	Wharton	27.4
Real	49.4	Wheeler	11.0
Red River	20.2	Wichita	12.4
Reeves	18.9	Wilbarger	11.0
Refugio	44.2	Willacy	72.9
Roberts	11.0	Williamson	24.1
Robertson	27.4	Wilson	49.4
Rockwall	18.2	Winkler	18.9
Runnels	20.0	Wise	18.2
Rusk	22.5	Wood	22.5
Sabine	22.6	Yoakum	19.5
San Augustine	22.5	Young	11.0
San Jacinto	27.4	Zapata	49.4
San Patricio	41.7	Zavala	49.4
San Saba	20.0		
Schleicher	20.0		
Scurry	10.9		
Shackelford	10.9		
Shelby	22.5		
Sherman	11.0		
Smith	23.5		
Somervell	17.2		
Starr	72.9		
Stephens	10.9		
Sterling	20.0		
Stonewall	10.9		
Sutton	20.0		
Swisher	11.0		
Tarrant	18.2		
Taylor	11.6		
Terrell	20.0		
Terry	19.5		
Throckmorton	10.9		
Titus	20.2		
Tom Green	19.2		
Travis	24.1		
Trinity	27.4		
Tyler	22.6		
Upshur	22.5		
Upton	18.9		
Uvalde	49.4		
Val Verde	49.4		
Van Zandt	17.2		
Victoria	27.4		
Walker	27.4		
Waller	27.3		
Ward	18.9		
Washington	27.4		

2004 Specifications

SPECIAL PROVISION

000---006

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its

obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of

applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both

minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is per-formed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

2004 Specifications

SPECIAL PROVISION

000---009

Certification of Nondiscrimination in Employment

By signing this proposal, the bidder certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if he has not participated in a previous contract of this type, or if he has had previous contract or subcontracts and has not filed, he will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

2004 Specifications

SPECIAL PROVISION

000---011

Department Division Mailing and Physical Addresses

For this project, Item 000, "Department Division Mailing and Physical Addresses," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Use the information in Table 1 to contact the Department Divisions referenced in the Standard Specifications or Special Provisions and Special Specifications in the Contract. This listing is for the purposes of providing addresses for transmission of information in accordance with the specifications. Unless otherwise stated in the specifications, address all correspondence and transmission of information to the Engineer responsible for the oversight of construction. Submit bidding documents to the location shown in the official advertisement. Address changes will be posted on the Department's Internet site at http://www.txdot.gov/.

Table 1
Department Division Mailing and Physical Addresses

Division/Section Name	U.S. Post Office Address	Physical Address
Bridge Division		
	Texas Department of Transportation Bridge Division 125 E 11th Street Austin TX 78701-2483	Bridge Division Fabrication Branch 118 E. Riverside Dr. Austin, Texas 78704 (512) 416-2187
Construction Division		
Construction Section	Texas Department of Transportation Construction Division Construction Section 125 E.11th St. Austin TX 78701-2483	Construction Division 200 E. Riverside Dr. Austin, TX 78704 (512) 416-2500
Materials & Pavements Section	Texas Department of Transportation Construction Division Materials & Pavements Section 125 E 11th Street Austin TX 78701-2483	Construction Division Materials & Pavements Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5800

Division/Section Name	U.S. Post Office Address	Physical Address
Maintenance Division		
Maintenance Section	Texas Department of Transportation Maintenance Division Maintenance Section 125 E 11th Street Austin, TX 78701	Maintenance Division Maintenance Section 150 East Riverside Drive Austin, TX 78704 (512) 416-3185
Vegetation Management Section	Texas Department of Transportation Maintenance Division Vegetation Management Section 125 E 11th Street Austin, TX 78701	Maintenance Division Vegetation Management Section 150 East Riverside Drive Austin, TX 78704 (512) 416-3093
Traffic Operations Division		
Traffic Operations Division	Texas Department of Transportation Traffic Operations Division 125 E 11th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division 200 E. Riverside Bldg. 118 Austin, Texas 78704 512-416-3200
Traffic Engineering	Texas Department of Transportation Traffic Operations Division Traffic Engineering Section 125 E 11th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division Traffic Engineering Section 200 E. Riverside Bldg. 118 Austin, Texas 78704 (512) 416-3118
Traffic Management-ITS Branch	Texas Department of Transportation Traffic Operations Division Traffic Management Section 125 E 11th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division Traffic Management Section Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5100
Traffic Management-Signal/Radio Branch	Texas Department of Transportation Traffic Operations Division Traffic Management Section-Signal/Radio Branch 125 E 11th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division Traffic Management Section-Signal/Radio Branch Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5100

2004 Specifications Federal-Aid Projects Only

SPECIAL PROVISION

000--1483

Notice of Changes to U.S. Department of Labor Required Payroll Information

Do not include employee addresses and social security numbers on the payroll submissions to the department. In lieu of the social security number, include an individually identifying number for each employee (Example: last four digits of the individual's social security number).

Maintain the full social security number and current address of each covered employee in files for 3 years after project completion and make the information available upon the Department's request.

Form FHWA 1273 and optional form WH-347 will be revised in the future to reflect these changes.

2004 Specifications

SPECIAL PROVISION

000--1966

Disadvantaged Business Enterprise in Federal Aid Contracts

1. **Description.** The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal Aid Contracts", of this Special Provision shall apply to this contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation", of this Special Provision shall apply to this contract. The percentage goal for DBE participation in the work to be performed under this contract will be shown on the proposal.

   A. Article A. Disadvantaged Business Enterprise in Federal Aid Contracts.

   1. **Policy**. It is the policy of the DOT and the Texas Department of Transportation (henceforth the "Department") that DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:

      a. The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this contract.

      b. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

      c. The requirements of this Special Provision shall be physically included in any subcontract.

      d. By signing the contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Department will determine the adequacy of a Contractor's efforts to meet the contract goal, within 10 business days,

excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.A.3, "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met, the conditional situation will be removed and the contract will be forwarded to the Contractor for execution.

2. Definitions.

a. "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.

b. "Disadvantaged Business Enterprise" or "DBE" is defined in the standard specifications, Article 1, Definition of Terms.

c. "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

d. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

e. "Federal Aid Contract" is any contract between the Texas Department of Transportation and a Contractor which is paid for in whole or in part with DOT financial assistance.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications."

h. "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.

i. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

j. "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.

A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.

k. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.

3. Contractor's Responsibilities. These requirements must be satisfied by the Contractor.

a. After conditional award of the contract, the Contractor shall submit a completed Form SMS.4901 "DBE Commitment Agreement", From SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached, so as to arrive in the Department's Office of Civil Rights (OCR) in Austin, Texas not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

b. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form SMS.4902.

c. A Contractor who cannot meet the contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidders failure to meet the Contract DBE goal as long as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractors efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- If the Program Manager of the OCR determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Director of the OCR.

d. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the state, not as a penalty, but as liquidated damages to the Department.

e. The preceding information shall be submitted directly to the Office of Civil Rights, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701-2483.

f. The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a, of this Special Provision. Prior to terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Department.

g. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the contract goal. The Contractor shall submit a completed Form 4901 "DBE Commitment Agreement", From SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Department. Prior to approving the substitution, the Department will request a statement from the DBE concerning it being replaced.

h. The Contractor shall designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

i. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

4. Eligibility of DBEs.

a. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted contracts.

b. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted contracts. This Directory is available from the Department's OCR. An update of the Directory can be found on the Internet at http://www.dot.state.tx.us/business/tucp/default.htm.

c. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.

d. Only DBE firms certified at the time of execution of a contract/subcontract/purchase order, are eligible for DBE goal participation.

5. Determination of DBE Participation. When a DBE participates in a contract, only the values of the work actually performed by the DBE, as referenced below, shall be counted by the prime contractor toward DBE goals:

a. The total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

b. A Contractor may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

(1) A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract or purchase order. A DBE is considered to perform a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, contractors may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used on the contract by the DBE, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

In all cases, prime or other non-DBE subcontractor assistance will not be credited toward the DBE goal.

(2) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF

(3) A DBE trucking firm (including an owner operator who is certified as a DBE is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the contract.

(a) The Contractor receives credit for the total value of the transportation services the DBE provides on a contract using trucks it owns, insures, and operates using drivers it employs.

(b) The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

(c) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement

(d) A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.

(4) When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.

(5) Project materials or supplies acquired from an affiliate of the prime contractor can not directly or indirectly (2^{nd} or lower tier subcontractor) be used for DBE goal credit.

c. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

For purposes of this Section (1.A.c.(1)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).

(3) With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

(4) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

d. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement.

The Contractor must obtain approval from the Department prior to implementing the use of joint check arrangements with the DBE. Submit to the Department, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.

e. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the contractor or its affiliates.

f. No DBE goal credit will be allowed for the period of time determined by the Department that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the department. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be required to provide a substitute DBE to meet the contract goal or provide an adequate good faith effort when applicable.

6. Records and Reports.

a. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Area Engineer. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form SMS.4903, "DBE Progress Report," is to be used for monthly reporting. Form. SMS.4904, "DBE Final Report," is to be used as a final summary of DBE payments submitted upon completion of the project.

The original final report must be submitted to the OCR and a copy must be submitted to the Area Engineer. These forms may be obtained from the Department or may be reproduced by the Contractor. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.

b. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.

c. All such records must be retained for a period of 3 years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

d. Prior to receiving final payment, the Contractor shall submit Form SMS.4904, "DBE Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c of this Special Provision, must be submitted with the "DBE Final Report."

e. Provide a certification of prompt payment in accordance with the Department's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

7. **Compliance of Contractor**. To ensure that DBE requirements of this DOT assisted contract are complied with, the Department will monitor the Contractor's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted to the Area Engineer by the Contractor indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted on the project site by the Department.

   The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Area Engineer if he/she withholds or reduces payment to any DBE subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments prior to receiving final payment for the contract.

   Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Department.

The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime contractor or its affiliates is not allowed.

When a DBE subcontractor named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the contract for any reason, the prime contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

A Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor, or to secure a refund, not as a penalty but as liquidated damages to the Department or such other remedy or remedies as the Department deems appropriate.

Forward Form 2371, "DBE Trucking Credit Worksheet," completed by the DBE trucker every month DBE credit is used.

B. Article B. Race-Neutral Disadvantaged Business Enterprise Participation. It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form SMS.4903, "DBE or HUB Progress Report" and submitted to the Area Engineer each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.A.5, "Determination of DBE Participation."

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2004 Specifications

SPECIAL PROVISION

000--2329

Partnering

1. General. It is the intent of this provision to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Department and the Contractor.

2. Definitions.

A. Informal Partnering. Partnering that does not make use of a facilitator.

B. Formal Partnering. Partnering where the services of a facilitator (internal or external) are utilized.

3. Procedures for Partnering Meetings and Format. Informal Partnering is required for this project, unless Formal Partnering is mutually agreed to in lieu of the Informal Partnering.

Facilitators. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

(1) Internal Facilitators. A Department or Contractor internal (staff) facilitator may be selected as the facilitator at no additional cost to either party.

(2) External Facilitators. A private firm or individual that is independent of the Contractor and the Department may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval prior to contracting with the facilitator.

Meetings and Arrangements. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio/visual equipment. Make all meeting arrangements for Formal Partnering. Use Department facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval prior to finalizing arrangements.

Coordinate facilitator discussions prior to the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Department will invite and provide a list of attendees that includes but is not limited to Department, City, County, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

4. Payment. Expenses for employee time, contractor equipment, or overhead will not be allowed. Markups will not be allowed.

Informal Partnering will be conducted with each party responsible for their own costs.

For Formal Partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including but not limited to meals, travel, and lodging. Department facilitators may be used at no additional cost.

For Formal Partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Department but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved.

2004 Specifications

SPECIAL PROVISION

000--2332

Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated
From More Than	**To and Including**	**Damages per Working Day**
0	100,000	**570**
100,000	500,000	**590**
500,000	1,000,000	**610**
1,000,000	1,500,000	**685**
1,500,000	3,000,000	**785**
3,000,000	5,000,000	**970**
5,000,000	10,000,000	**1125**
10,000,000	20,000,000	**1285**
20,000,000	Over 20,000,000	**2590**

2004 Specifications

SPECIAL PROVISION

000---2607

Nondiscrimination

Description. All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

Definition of Terms. Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

Nondiscrimination Provisions. During the performance of this contract, the contractor agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2004 Specifications Federal-Aid Projects Only

SPECIAL PROVISION

000--2638

On-the-Job Training Program

1. **Description.** The primary objective of this Special Provision is the training and advancement of minorities, women and economically disadvantaged persons toward journeyworker status. Accordingly, make every effort to enroll minority, women and economically disadvantaged persons to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used to discriminate against any applicant for training, whether or not he/she is a member of a minority group.

2. **Trainee Assignment.** Training assignments are based on the past volume of state-let highway construction contracts awarded with the Department. Contractors meeting the selection criteria will be notified of their training assignment at the beginning of the reporting year by the Department's Office of Civil Rights.

3. **Program Requirements.** Fulfill all of the requirements of the On-the-Job Training Program including the maintenance of records and submittal of periodic reports documenting program performance. Trainees shall be paid at least 60% of the appropriate minimum journeyworker's rate specified in the contract for the first half of the training period, 75% for the third quarter, and 90% for the last quarter, respectively.

4. **Reimbursement**. If requested, contractors may be reimbursed $0.80 per training hour at no additional cost to the Department. Training may occur on this project, all other Department contracts, or local-administered federal-aid projects with concurrence of the local government entity. However, reimbursement for training is not available on projects to the extent that such projects that do not contain federal funds.

5. **Compliance.** The Contractor will have fulfilled the contractual responsibilities by having provided acceptable training to the number of trainees specified in their goal assignment. Noncompliance may be cause for corrective and appropriate measures pursuant to Article 8.6., "Abandonment of Work or Default of Contract," which may be used to comply with the sanctions for noncompliance pursuant to 23 CFR Part 230.

2004 Specifications

SPECIAL PROVISION

000--2839

Important Notice to Contractors

By the 20th day of each month, report to the Engineer the number of incidents and injuries that occurred on the project the previous month. Report:

- the total number of incidents and injuries for the Contractor and all subcontractors, and
- the number of Contractor and subcontractor-related incidents and injuries that involved a third party.

An "incident" is defined as any work-related occurrence that caused damage only to vehicles, equipment, materials, etc.

An "injury" is defined as an OSHA recordable injury.

Acquire an Electronic Project Records System (EPRS) account to report incidents and injuries. Submit an EPRS User Access Request Form (Form 2451) to request an account. This form can be found at http://www.txdot.gov/business/resources/doing-business/prequalification.html.

Report injuries and incidents using the EPRS website located at https://apps.dot.state.tx.us/apps/eprs/InjuryIncident/InjryIncdt.aspx.

Failure to submit this information to the Engineers by the 20th day of each month will result in the Department taking actions including, but not limited to withholding estimates and suspending the work. This report will not be paid for directly, but will be considered subsidiary to Items of the contract.

SPECIAL PROVISION

000--2859

Important Notice to Contractors

As of April 9, 2014, utilities within the project limits have not been cleared. The City anticipates clearance by the dates listed below. Unless otherwise stated, clearance of these obstructions will be performed by their owners. Estimated clearance dates are not anticipated to interfere with the Contractor's operations. In the event the clearance dates are not met, requests for additional compensation or time will be made in accordance with the standard specifications.

The Contractor is invited to review the mapped information of obstructions on file with the Engineer.

UTILITY				
Utility Owner	**Utility**	**Approximate Location**	**Estimated Clearance Date**	**Effect on Construction**
AEP	Power line (OH)	(Crossings) 11+83,16+29,16+73,24+94, 29+71,31+84,32+32 (Parallel) 27+68-29+61, Lt. (varies) 29+90-38+38 Rt. (varies)	3 months after right of way is acquired	**No**
AGUA	Water line (2",12")	(Crossings) (2") 11+57,24+55,27+84 (12") 24+41 (Parallel) (2") 11+57-13+47, Rt. (varies) (2") 13+47-24+55, Lt. (varies) (2") 24+55-27+84, Rt. (varies) (2") 27+84-28+08, Lt. (varies) (2") 28+08-37+83, Rt. (varies) (12") 10+36-11+57, Lt. (varies) (12") 10+00-24+47, Rt. (varies)	3 months after right of way is acquired	**No**
AT&T	Telephone line (U/G)	Throughout Project	3 months after right of way is acquired	**No**
AT&T	Fiber Optics (U/G)	(Parallel) 32+04-38+08, Rt. 16.5'	3 months after right of way is acquired	
City of Mission	Sewer line (12")	(Parallel) 24+98-38+08, Lt. 13.6'	3 months after right of way is acquired	**No**

It will be the responsibility of the Contractor to prosecute the work in such a manner and sequence that there will be no interference with the work of others in adjusting utilities. The Contractor shall allow free ingress to and egress from these areas over the Right of Way to these workers.

As of April 9, 2014, right of way within the project limits has not been cleared. The City anticipates clearance by the dates listed below. Unless otherwise stated, clearance of these obstructions will be performed by their owners. Estimated clearance dates are not anticipated to interfere with the Contractor's operations. In the event the clearance dates are not met, requests for additional compensation or time will be made in accordance with the standard specifications.

The Contractor is invited to review the mapped information of obstructions on file with the Engineer.

RIGHT-OF-WAY ACQUISITION			
Parcel Number	**Owner**	**Estimated Acquisition Date**	**Affect on Construction**
1	HCID #6	2/2015	y
2	Antonio Uresti	2/2015	y
3	Eleazar Villarreal	2/2015	y
4	HCID #6	2/2015	y
5	Felix Chavez Jr.	2/2015	y
6	Felix Chavez Jr.	2/2015	y
7	Eric Lee & Chelsey Posada	2/2015	y
8	Leticia Sanchez	2/2015	y
9	Luis Sanchez	2/2015	y
10	HCID #6	2/2015	y
11	Kile Reinhardt	2/2015	y

2004 Specifications CCSJ: 0921-02-323

SPECIAL PROVISION

001---007

Definition of Terms

Any reference to the Department, TxDOT or the Texas Department of Transportation shall be replaced by Hidalgo County.

2004 Specifications

SPECIAL PROVISION
001---015
Definition of Terms

For this project, Item 001, "Definition of Terms," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

The following Articles are voided and replaced by the following:

1.50. Disadvantaged Business Enterprise (DBE). A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

1.128. Subcontractor. A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

The following Articles are voided and not replaced.

1.97. Proposal.

1.98. Proposal Form.

1.99. Proposal Guaranty.

This Item is supplemented by the following:

1.148. Additive Alternate. A bid item contained in a proposal that is not a regular item or a designated alternate bid item. The additive alternate item(s) include work that may be added to the base bid work.

1.149. Base Bid. The total bid (includes regular bid items or corresponding alternate bid items if lower) amount without additive alternates.

1.150. Affiliates. Two or more firms are affiliated if:

- they share common officers, directors, or stockholders;

- a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms;
- an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms;
- the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm;
- one firm controls or has the power to control another of the firms; or,
- the firms are closely allied through an established course of dealings, including but not limited to the lending of financial assistance.

1.151. Bid. The offer of the bidder for performing the work described in the plans and specifications including any changes made by addenda.

1.152. Bid Guaranty. The security furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded.

1.153. Electronic Bid Form. The bid form contained in the Department's Electronic Bidding System.

1.154. Electronic Bidding System (EBS). The Department's automated system that allows bidders to enter and submit their bid information electronically.

1.155. Electronic Vault. The secure location where electronic bids are stored prior to bid opening.

1.156. Family Member. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

1.157. Printed Bid Form. The bidding form printed and sent to the bidder by the department or printed by the bidder from the department's Electronic Bidding System.

1.158. Bid Form. The form provided by the Department used by the bidder to submit a bid. The bid form is a Department mailed bidder's form (traditional proposal submitted manually), a Department EBS printed bid form (submitted manually), or the bid form submitted electronically through the Department's EBS.

2004 Specifications

SPECIAL PROVISION

002---017

Instructions to Bidders

For this project, Item 002, "Instruction to Bidders," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Except for Article 2.1 the remainder of Item 2 is voided and replaced by the following:

2.2. Eligibility of Bidders. Submit for approval a Confidential Questionnaire Form and an audited financial statement or a Bidder's Questionnaire Form at least 10 days before the date that bids are to be opened. Once approved, the eligibility is valid for a period of one year. Bidders prequalified with a Bidder's Questionnaire Form are not eligible to bid on a project that requires the Confidential Questionnaire Form and audited financial statements. Comply with all technical prequalification requirements in the bid form. Obtain prequalification forms from the Construction Division.

2.3. Issuing Bid Forms. The Department will issue a bid form to a prequalified Bidder meeting the requirements of the bid form on request if the estimated cost of the proposed Contract is within that Bidder's available bidding capacity. Request bid forms orally, in writing, or electronically.

In the case of a joint venture, all joint venture participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Department will not issue a bid form for a proposed Contract if one or more of the following apply:

- the Bidder is disqualified by an agency of the federal government.
- the Bidder is suspended or debarred by the Commission, or is prohibited from rebidding a specific proposal because of bid error or failure to enter into a Contract of the first awarded bid.
- the Bidder has not fulfilled the requirements for prequalification.
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Department to participate in the preparation of the plans or specifications on which the bid or Contract is based.
- the Bidder did not attend an advertised mandatory pre-bid conference.

2.4. Interpreting Estimated Quantities. The quantities listed in the bid form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

2.5. Examining Documents and Work Locations. Examine the bid form, plans, specifications, and specified work locations before submitting a bid for the work contemplated. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for use of the Department in the preparation of plans. This information is provided for the Bidder's information only and the Department makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for contractor-proposed changes in the Items of work, specifications, plans or bid forms given during the bidding process are not binding. Only requirements included in the bid form, associated specifications, plans and Department-issued addenda are binding. Request explanations of documents in adequate time to allow the Department to reply before the bid opening date..

Immediately notify the Department of any error, omission, or ambiguity discovered in any part of the bid form, specifications or plans. The Department will issue an addendum when appropriate.

2.6. Preparing the Bid. Prepare the bid on the form furnished by the Department. Bid forms may be printed or electronic. Informational forms will not be accepted.

Specify a unit price in dollars and cents for each Item for which an estimated quantity is given. When "Working Days" is an Item, submit the number of working days to be used to complete the Contract, or phases of the Contract shown on the plans.

An Item left blank will constitute an incomplete bid and will be handled as prescribed in Article 2.14, "Tabulating Bids." Include unit bid prices for each Item in the Item group or alternate Item group, except for instances when alternate Items pertain to foreign steel or iron materials.

If a bid form contains both regular bid Items for domestic and alternate bid Items pertaining to foreign steel or iron materials the bidder must either:

- submit unit bid prices for domestic bid items only, or
- submit unit bid prices for both the alternate foreign bid items and domestic bid items.

Verify whether addenda have been issued on a proposed Contract. Acknowledge all addenda.

A. Printed Bid Forms. Make all entries and execute the bid form in ink. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. The bid form must be signed by person(s) authorized to bind the Bidder(s).

As an alternative to hand writing the unit prices in the bid form, submit a computer printout signed by the person authorized to bind the Bidder or for a joint venture the persons authorized to bind the Bidders. As a minimum, computer printouts must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" form in the bid form.

As an additional alternative, the bidder may prepare the bid using EBS and print out the bid form. Execute the bid form. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. The bid form must be signed by persons authorized to bind the Bidders.

B. Electronic Bid Forms. Use the electronic bid form in EBS. Acknowledge an addendum by initialing each addendum listed under the addenda tab in EBS. Digitally sign the bid form using a digital certificate issued by the department. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

2.7. Nonresponsive Bids. A bid that has one or more of the deficiencies listed below is nonresponsive and will not be considered.

A. The person or, in the case of a manually submitted joint venture bid, persons did not sign the bid form.

B. The proposal guaranty did not comply with the requirements contained in Article 2.8, "Bid Guaranty."

C. The bid was in a form other than the official bid form issued to the Bidder or Bidders.

D. The bid was not in the hands of the letting official at the time and location specified in the advertisement. For electronic bids, "in the hands of the letting official" means EBS vault acknowledgement.

E. The bid form submitted had the incorrect number of Items.

F. A computer printout, when used, was not signed in the name of the Bidder (or joint Bidders, in the case of a joint venture), or omitted required Items or included an Item or Items not shown in the bid form.

G. The Bidder was not authorized to receive a bid form under Article 2.3, "Issuing Bid Forms."

H. The Bidder failed to acknowledge receipt of all addenda issued.

I. The Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an Item.

J. The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid form.

K. The Bidder did not attend a specified mandatory pre-bid conference.

The department will not accept or read any of the bids submitted on the same project by:

- a joint venture and one or more of its partners, or

- affiliated bidders.

2.8. Bid Guaranty. The bid guaranty amount is fixed at the amount indicated on the bid form on the date the bid form is released to the public. Provide a bid guaranty in the amount indicated on the bid form as follows:

- For printed bids, use either a guaranty check or a bid bond. An electronic bid bond may be used as the guaranty for a bid form printed from EBS. (The bid bond number is printed on the form printed from EBS and the Department verifies the bond through EBS at the letting.)

- For electronic bids, use an electronic bid bond. Do not use guaranty checks or printed bid bonds on electronic bids.

A. Guaranty Check. The guaranty check must be payable to the Texas Transportation Commission and must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Post dated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Department will not accept personal checks, certified checks, or other types of money orders as a bid guaranty.

B. Bid Bond. The bid bond must be on the form provided by the Department, with powers of attorney attached, and in the amount specified on the bid bond form. The bond form must be dated on or before the date of the bid opening, bear the impressed seal of the Surety and be signed by the Bidder or Bidders, in the case of a joint venture, and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond, completed as outlined in this Subarticle. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

C. Electronic Bid Bond. Use the most current version of the electronic bond issued by the department. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into EBS. Use bond authorization codes issued by the companies listed in most recent version of EBS.

2.9. Submittal of Bid. Bids may be submitted either manually or electronically.

A. Manually Submitted Bids.

Place the completed bid form and the bid guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the bidder's responsibility to ensure that the sealed bid arrives at the location described in the official advertisement of the project on or before the time and date set for the opening. The bid must be in the hands of the Letting Official by that time, regardless of the method chosen for delivery, in order to be accepted.

In addition to the requirements above, all pages of a bid form printed from EBS must be submitted.

B. Electronically Submitted Bids. Submit the electronic bid to the electronic vault using EBS. It is the bidder's responsibility to ensure that the bid is received by the electronic vault on or before the time and date set for the opening.

2.10. Revising Bid Forms. Revisions to bids will be handled as follows:

A. Manually Submitted Bids.

1. Before Submission. Make desired changes to the printed bid form in ink and initial the changes.

2. After Submission. Withdraw the bid in accordance with Article 2.11, "Withdrawing Bids." Make desired changes to the printed bid form in ink and initial the changes. Resubmit to the Letting Official in accordance with Article 2.9, "Delivery of Bid." The Department will not make revisions to a bid on behalf of a Bidder.

B. Electronically Submitted Bids. Make desired changes up until the time and date set for the opening of bids using EBS. The electronically submitted bid with the latest time stamp by the electronic vault will be used for tabulation purposes.

C. After Bid Opening. Revisions to bids are not allowed after the time and date set for the opening.

2.11. Withdrawing Bids.

A. Manually Submitted Bids. Submit a signed written request to the Letting Official. The Department will not accept telephone or electronic requests, but will accept a properly signed telefacsimile request. The request must be made by a person authorized to bind the Bidder, and must be in the hands of the Letting Official before the time and date set for the opening. In the case of joint venture, the department will accept a request from any person authorized to bind a party to the joint venture to withdrawal a bid.

B. Electronically Submitted Bids. Submit an electronic or written request to withdraw the bid. The electronic request must be made using EBS. For a written request, submit a signed request to the Letting Official. A request to withdraw an electronic bid must be made by a person authorized to bind the Bidder and must be made prior to the time and date set for the opening. For written request for withdrawals of electronic bids and in the case of joint venture, the department will accept a request from any person authorized to bind a party to the joint venture to withdrawal a bid.

2.12. Opening and Reading of Bids. At the time, date and location specified in the official advertisement, the Letting Official will publicly:

- open and read manually submitted bids; and
- read electronically submitted bids.

2.13. Gratuities. Do not offer Department employees benefits, gifts, or favors. The only exceptions allowed are ordinary business lunches. Failure to honor this policy may result in the termination of the Contract and sanctions under the Texas Administrative Code. Termination of the Contract will be in accordance with Article 8.7, "Termination of Contract."

2.14. Tabulating Bids.

A. Official Total Bid Amount. The Department will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount. Except as provided in Section 2.14.G, "Special Item Considerations," the official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

B. Consideration of Bid Format. When a Bidder submits both an electronic bid and a properly completed manual bid, the unit bid prices in the manual bid will be used to determine the total bid amount. If a bidder submits an electronic bid and an incomplete manual bid, the electronic bid will be used in the tabulation of the total bid amount.

If a bidder submits two or more manual bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

C. Rounding of Unit Prices. The Department will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each Item under the Contract. For rounding purposes, entries of five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

D. Interpretation of Unit Prices. The Department will make a documented determination of the unit bid price for tabulation purposes if a unit bid price is illegible. The Department's determination will be final.

E. Consideration of Unit Prices. Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of $0.00, will be tabulated as one-tenth of a cent ($0.001).

The Department will consider proposals where unit bid prices have been left blank incomplete and nonresponsive. If a proposal has a regular and a corresponding alternate Item or group of Items, the bid will be considered complete if:

- the regular Item or group of regular Items has unit prices entered, or
- the alternate Item or group of alternate Items has unit prices entered.

The bid will be considered incomplete and nonresponsive if:

- a regular Item or group of regular Items is left blank, and
- a corresponding alternate Item or group of alternate Items is left blank.

F. Consideration of Alternate Items. The Department will make two calculations using one-tenth of a cent ($0.001) for each Item if:

- a regular Item or a group of Items have an entry such as no dollars and no cents, zero dollars and zero cents, or numerical entries of $0.00, and
- a corresponding alternate Item or group of Items, have an entry such as no dollars and no cents, zero dollars and zero cents, or numerical entries of $0.00.

The Department will select the regular Item or Items or the alternate Item or Items at the Department's discretion if both the regular and alternate bid results in the same cost to the State.

The Department will use the unit price that is greater than zero for bid tabulation if:

- a unit price greater than zero has been entered for either a regular bid or a corresponding alternate Item or group of Items, and
- an entry of no dollars and no cents, zero dollars and zero cents, or a numerical entry of $0.00 has been entered for the other corresponding Item or group of Items.

If a unit price has been entered for both the regular Item and a corresponding alternate Item, the Department will select the option (regular or alternate) that results in the lowest cost to the State. The Department will select the regular Item or Items or the alternate Item or Items at the Department's discretion if both the regular and alternate bid results in the same cost to the State.

G. Special Item Considerations.

1. Rubber Additives. For proposed Contracts without federal funds, if an alternate Item for "Hot Asphalt-Rubber Surface Treatments" or "Hot Mix Asphalt Concrete Pavement" which contains ground tire rubber is shown in the bid form and the Bidder bids that alternate Item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot Mix Asphalt Concrete" will be at the actual unit prices bid.

2. "Buy America." For proposed Contracts where unit bid prices are submitted for both domestic and foreign steel or iron materials, the total bid amount will be calculated using both the domestic and foreign steel unit bid prices. If the total bid amount using the foreign steel or iron materials is the low bid, and the lowest bid using domestic steel or iron materials exceeds the low bid using foreign steel or iron materials by 25% or more, the apparent low Bidder will be the bid using foreign steel or iron materials. If the difference between the low bid using foreign steel or iron materials and the lowest bid using domestic steel or iron materials is less than 25%, the apparent low Bidder will be the bid using domestic steel or iron materials.

3. Home State Bidding Preference. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any.

2.15. Consideration of Bid Errors. The Department will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Department within 5 business days after the date the bid is opened.
- Identify the Items of work involved and include bidding documentation. The Department may request clarification of submitted documentation.

The Department will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material Item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Department will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Department.

2.17. Electronic Bidding. Take responsibility for correctly installing the EBS software. Secure the digital certificate issued by the department at all times. Promptly report compromised digital certificates to the Department. Select an Internet Service Provider. The Department will not be responsible for Internet unavailability. The Department will not provide a computer for preparing, submitting, revising or withdrawing an electronic bid.

2.18. Bid Form Content. The electronic and the EBS printed bid form do not contain such things as the special provisions, special specifications, and general notes. These documents are included by reference. Manual bid forms (traditional proposals) will include such provisions.

SPECIAL PROVISION

003---033

Award and Execution of Contract

For this project, Item 003, "Award and Execution of Contract," of the Standard Specifications, is amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed.

Article 3.4. Execution of Contract, Section B, Bonds. The first paragraph is supplemented by the following:

Sample versions of the standard performance and payment bonds may be viewed on the department's Internet site at:

http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/contractors.html

2004 Specifications

SPECIAL PROVISION

004---017

Scope of Work

For this project, Item 4, "Scope of Work," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4.2. Changes in the Work. The first paragraph is supplemented by the following:

The Contractor is responsible for notifying the sureties of any changes to the contract.

Article 4.2. Changes in the Work. The sixth paragraph is voided and replaced by the following:

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	**1.05**
≥ 25 and < 50	**1.15**
< 25	**1.25**

Article 4.4. Requests and Claims for Additional Compensation, Section A., Delay Claims is voided and replaced by the following:

A. Damages. Damages occur when impacts that are the responsibility of the Department result in additional costs to the contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Department, submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Contract Letting and Contractor Prequalification Branch of the Construction Division.

1. **Delay Damages.** If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

   a. **Standby Equipment Costs.**

   - Standby costs will not be allowed during periods when the equipment would have otherwise been idle.
   - No more than 8 hr. of standby will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month.
   - For Contractor-owned equipment, standby will be paid at 50% of the rental rates found in the Rental Rate Blue Book for Construction Equipment and calculated by dividing the monthly rate by 176 and multiplying by the regional adjustment factor and the rate adjustment factor. For leased equipment on standby, 100% of the invoice cost of the leased equipment will be paid. Operating costs will not be allowed.

   b. **Project Overhead.** Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the prime contractor will be made using the following options:

   - reimbursed at 6% (computed as daily cost by dividing 6% of the original contract amount by the as-let number of working days) or
   - actual documented costs for the impacted period.

   Project overhead for delays impacting sub-contractors will be determined from actual documented costs submitted by the Contractor.

   The granting of time extensions and suspensions alone will not be justification for reimbursement for project overhead.

   c. **Home Office Overhead.** The Department will not compensate the Contractor for home office overhead.

Article 4.4. Requests and Claims for Additional Compensation, Section B., Dispute or Claims Procedure is voided and replaced by the following:

B. Dispute or Claims Procedure. Work with the Engineer to resolve or escalate all issues in accordance with the procedures outlined at the pre-construction conference. Establish with the Engineer an issue escalation ladder and adhere to the following:

1. **Project Pledge.** At a minimum, Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project by the District Engineer.

2. **Issue Resolution Process.** An issue is any aspect of the contract where representatives of the participants in the contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the time frame outlined in the issue escalation ladder.

   Use the Department's automated issue tracking system to submit and track issues escalated to the area engineer or above. Do not use the automated issue tracking system for routine issues resolved on the project.

   Once the issue is recorded in the automated issue tracking system, the issue will be escalated to the district engineer within 15 calendar days.

   The district engineer will issue written direction within 7 calendar days.

Work with the district to resolve all issues during the course of the contract. In the event the district and the Contractor cannot resolve an issue, the Contractor may file a contract claim after the completion of the contract to be handled in accordance with the Department's contract claim procedure. Contract claims will not be presented to the Contract Claims Committee for consideration prior to the final payment to the Contractor. It is the Contractor's responsibility to prove or justify all claims and requests in a timely manner.

The deadline for filing a claim in accordance with 43 TAC Section 9.2, is the earlier of 1 year after the date of final acceptance, date of default, or date of termination except that claims for warranty enforcement can be made up to 1 year after expiration of the warranty period.

2004 Specifications

SPECIAL PROVISION

005---004

Control of the Work

For this project, Item 005, "Control of the Work," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 5.2 Plans and Working Drawings, is supplemented with the following:

Submit shop drawings electronically for the fabrication of structural items as documented in the "Guide to Electronic Shop Drawing Submittal" available on the internet at ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf and as directed by the Engineer for other items required by the standard specifications. References to 11 x 17 sheets in individual specifications for structural items imply electronic CAD sheets.

2004 Specifications

SPECIAL PROVISION

006---030

Control of Materials

For this project, Item, Item 006, "Control of Materials," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 6.9. Recycled Materials is voided and replaced by the following:

The Department will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling. Use nonhazardous recyclable materials (NRMs) only if the Specification for the Item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that Specification.

Article 6.10. Hazardous Materials is voided and replaced by the following:

Use materials that are free of hazardous materials as defined in Item 1, "Definition of Terms."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the Department may contain hazardous materials. Except in the case of Section 6.10.A.1.a, "Cleaning and Painting Steel" below, the Department is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Department as indicated below. The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Department, except in the case of Section 6.10.A.1.a.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

A. **Painted Steel Requirements.** As shown on the plans, existing paint on steel may contain hazardous materials. Perform work in accordance with the following:

   1. **Removing Paint from Steel.**

a. **Cleaning and Painting Steel.** For contracts that are primarily for painting existing steel, perform the work in accordance with Item 446, "Cleaning and Painting Steel."

b. **Other Contracts.** For all other projects when an existing paint must be removed to perform other work, perform paint removal work in accordance with Item 446, "Cleaning and Painting Steel" unless the paint is shown or determined to contain hazardous materials. If the paint is shown or determined to contain hazardous materials, the Department will provide for a separate contractor to remove paint prior to or during the Contract to allow dismantling of the steel for the Contractor's salvaging, reuse, or recycling or where paint must be removed to perform other work. For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations. Coordinate with the separate contractor for stripping work to be performed during the Contract.

2. **Removal and Disposal of Painted Steel.** For Contracts where painted steel is to be removed and disposed of by the Contractor, painted steel may be reused or disposed of at a steel recycling or smelting facility. If the paint is shown or determined to contain hazardous materials, maintain and make available to the Engineer invoices and other records showing the reuse owner or for recycling, records obtained from the recycling or smelting facility showing the received weight of the steel and the facility name. Painted steel to be retained by the Department will be shown on the plans.

B. **Asbestos Requirements.** The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At these locations or at locations where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor during the Contract. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Department sufficient time to abate the asbestos.

When the work by a separate contractor for removal of paint or asbestos abatement is to be performed during the Contract, provide traffic control as shown on the plans and coordinate and cooperate with the separate contractor. Continue other work detailed in the plans not directly involved in the paint removal or asbestos abatement work. Coordinate with the Department the timing of the separate contractor's work in advance in order to allow the Department to schedule work with the separate contractor. Work for the traffic control and other work will not be paid for directly but will be subsidiary to pertinent Items.

SPECIAL PROVISION
006---047
Control of Materials

For this project, Item 006, "Control of Materials," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 6.4. Sampling, Testing and Inspection is supplemented by the following:

Meet with the Engineer and choose either the Department or a Department-selected Commercial Lab (CL) for conducting the subset of project-level sampling and testing shown in Table 1, "Select Guide Schedule Sampling and Testing." Selection may be made on a test by test basis. CLs will meet the testing turnaround times shown (includes test time and time for travel/sampling and reporting) and in all cases issue test reports as soon as possible.

If the Contractor chooses a Department-selected CL for any Table 1 sampling and testing:

- notify the Engineer, District Lab, and the CL of project scheduling that may require CL testing;
- provide the Engineer, District Lab, and CL at least 24 hours notice by phone and e-mail;
- reimburse the Department for CL Table 1 testing using the contract fee schedule for the CL (including mileage and travel/standby time) at the minimum guide schedule testing frequencies;
- reimburse the Department for CL Table 1 testing above the minimum guide schedule frequencies for retesting when minimum frequency testing results in failures to meet specification limits;
- agree with the Engineer and CL upon a policy regarding notification for testing services;
- give any cancellation notice to the Engineer, District Lab, and CL by phone and e-mail;
- reimburse the Department a $150 cancellation fee to cover technician time and mileage charges for previously scheduled work cancelled without adequate notice, which resulted in mobilization of technician and/or equipment by the CL; and
- all CL charges will be reimbursed to the Department by a deduction from the Contractor's monthly pay estimate.

If the CL does not meet the Table 1 turnaround times, testing charge to the Contractor will be reduced by 50% for the first late day and an additional 5% for each succeeding late day.

Approved CL project testing above the minimum testing frequencies in the Guide Schedule of Sampling and Testing, and not as the result of failing tests, will be paid by the Department.

Other project-level Guide Schedule sampling and testing not shown on Table 1 will be the responsibility of the Department.

Table 1
Select Guide Schedule Sampling and Testing (Note 1)

TxDOT Test	Test Description	Turn-Around Time (Calendar days)
	SOILS/BASE	
Tex-101-E	Preparation of Soil and Flexible Base Materials for Testing (included in other tests)	
Tex-104-E	Liquid Limit of Soils (included in 106-E)	
Tex-105-E	Plastic Limit of Soils (included in 106-E)	
Tex-106-E	Calculating the Plasticity Index of Soils	7
Tex-110-E	Particle Size Analysis of Soils	6
Tex-113-E	Moisture-Density Relationship of Base Materials	7
Tex-114-E	Moisture-Density Relationship of Subgrade and Embankment Soil	7
Tex-115-E	Field Method for In-Place Density of Soils and Base Materials	2
Tex-116-E	Ball Mill Method for the Disintegration of Flexible Base Material	5
Tex-117-E, Part II	Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	6
Tex-113-E **w/** Tex-117-E	Moisture-Density Relationship of Base Materials **with** Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	10
Tex-140-E	Measuring Thickness of Pavement Layer	2
Tex-145-E	Determining Sulfate Content in Soils - Colorimetric Method	4
	HOT MIX ASPHALT	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregate (dry, from ignition oven with known correction factors)	1 (Note 2)
Tex-203-F	Sand Equivalent Test	3
Tex-206-F **w/** Tex-207-F, Part I, **w/** Tex-227-F	**(Lab-Molded Density of Production Mixture – Texas Gyratory)** Method of Compacting Test Specimens of Bituminous Mixtures **with** Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, **with** Theoretical Maximum Specific Gravity of Bituminous Mixtures	1 (Note 2)
Tex-207-F, Part I **&/or** Part VI	**(In-Place Air Voids of Roadway Cores)** Density of Compacted Bituminous Mixtures, Part I- Bulk Specific Gravity of Compacted Bituminous Mixtures **&/or** Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method	1 (Note 2)
Tex-207-F, Part V	Density of Compacted Bituminous Mixtures, Part V- Determining Mat Segregation using a Density-Testing Gauge	3
Tex-207-F, Part VII	Density of Compacted Bituminous Mixtures, Part VII - Determining Longitudinal Joint Density using a Density-Testing Gauge	4
Tex-212-F	Moisture Content of Bituminous Mixtures	3
Tex-217-F	Deleterious Material and Decantation Test for Coarse Aggregate	4
Tex-221-F	Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests)	
Tex-222-F	Sampling Bituminous Mixtures (included in other tests)	
Tex-224-F	Determination of Flakiness Index	3
Tex-226-F	Indirect Tensile Strength Test (production mix)	4
Tex-235-F	Determining Draindown Characteristics in Bituminous Materials	3
Tex-236-F (Correction Factors)	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determining Correction Factors)	4
Tex-236-F	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Production Mixture)	1 (Note 2)
Tex-241-F **w/** Tex-207-F, Part I, **w/** Tex-227-F	**(Lab-Molded Density of Production Mixture – Superpave Gyratory)** Superpave Gyratory Compacting of Specimens of Bituminous Mixtures (production mixture) **with** Density of Compacted Bituminous Mixtures, Part I- Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, **with** Theoretical Maximum Specific Gravity of Bituminous Mixtures	1 (Note 2)

2004 Specifications

Tex-242-F	Hamburg Wheel-Tracking Test (production mix, molded samples)	3
Tex-244-F	Thermal Profile of Hot Mix Asphalt	1
Tex-246-F	Permeability of Water Flow of Hot Mix Asphalt	3
Tex-280-F	Flat and Elongated Particles	3
Tex-530-C	Effect of Water on Bituminous Paving Mixtures (production mix)	4
AGGREGATES		
Tex-400-A	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	3
Tex-410-A	Abrasion of Coarse Aggregate Using the Los Angeles Machine	5
Tex-411-A	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	12
Tex-461-A	Degradation of Coarse Aggregate by Micro-Deval Abrasion	5
CHEMICAL		
Tex-612-J	Acid Insoluble Residue for Fine Aggregate	4
GENERAL		
HMA Production Specialist [TxAPA – Level 1-A] ($/hr)		
HMA Roadway Specialist [TxAPA – Level 1-B] ($/hr)		
Technician Travel/Standby Time ($/hr)		
Per Diem ($/day – meals and lodging)		
Mileage Rate ($/mile from closest CL location)		

Note 1– Turn-Around Time includes test time and time for travel/sampling and reporting.
Note 2 – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report.

2004 Specifications

SPECIAL PROVISION

007---918

Legal Relations and Responsibilities

For this project, Item 7, "Legal Relations and Responsibilities" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 7.4. Insurance and Bonds is voided and replaced by the following:

As specified in Article 3.4, "Execution of Contract," provide the Department with a Certificate of Insurance verifying the types and amounts of coverage shown in Table 1. The Certificate of Insurance must be in a form approved by the Texas Department of Insurance Any Certificate of Insurance provided shall be available for public inspection.

Table 1
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: $600,000 each occurrence
Business Automobile Policy	Not Less Than: $600,000 combined single limit
Workers' Compensation	Not Less Than: Statutory
All Risk Builder's Risk Insurance (For building-facilities contracts only)	100% of Contract Price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance or legitimate alternates. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 1 either through their own coverage or through the Contractor's coverage.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Department receives an acceptable Certificate of Insurance.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the State.

For building-facilities contracts, provide All Risk Builder's Risk Insurance to protect the Department against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Department under the Lost Payable Clause.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the State. The substitute Surety must be authorized by the laws of the State and acceptable to the Department. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

Article 7.8. Hauling and Loads on Roadways and Structures is supplemented by the following:

D. Stockpiling of Materials. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Article 7.14. Contractor's Responsibility for Work, Section B. Appurtenances is voided and replaced by the following:

B. Appurtenances.

1. **Unreimbursed Repair.** Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:
   - signs,
   - barricades,
   - changeable message signs, and
   - other work zone traffic control devices.

   Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.14.B.2, "Reimbursed Repair."

   For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the contractor retains replaced appurtenances after completion of the project, the Department will limit the reimbursement to the cost that is above the salvage value at the end of the project.

2. **Reimbursed Repair.** Reimbursement will be made for repair of damage due to the causes listed in Section 7.14.A, "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

Article 7.15. Electrical Requirements, Section A. Definitions, Section 3. Certified Person is voided and replaced by the following:

> **3. Certified Person.** A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations" or other courses as approved by the Traffic Operations Division. Submit a current and valid TRF certification upon request. On June 1, 2011, Texas Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will no longer be accepted. All TRF 450 certifications that have been issued for "TxDOT Roadway Illumination and Electrical Installations" course that expire before June 1, 2011 will be accepted until June 1, 2011.

Article 7.15. Electrical Requirements, Section A. Definitions, Section 4. Licensed Electrician is voided and replaced by the following:

> **4. Licensed Electrician.** A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

Article 7.19. Preservation of Cultural and Natural Resources and the Environment is supplemented by the following:

G. Asbestos Containing Material. In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Department of demolition or renovation to the structures listed in the plans at least 30 calendar days prior to initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days prior to initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Department will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4, "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

Article 7.20, Agricultural Irrigation. This Item is supplemented by the following:

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work required by these provisions will not be paid for directly but shall be considered as subsidiary work pertaining to the various bid items of this contract.

2004 Specifications

SPECIAL PROVISION

008---119

Prosecution and Progress

For this project, Item 8, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 8.8. Subcontracting, is supplemented with the following:

For all DBE subcontracts including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

2004 Specifications

SPECIAL PROVISION

009---009

Measurement and Payment

For this project, Item 009, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 9.6. Progress Payments, Section A, Retainage is voided and replaced by the following:

A. Retainage. Retainage will not be withheld on this project.

Article 9.6. Progress Payments, Section B, Payment Provisions for Subcontractors is voided and replaced by the following:

B. Payment Provisions for Subcontractors. For the purposes of this Article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the department. Pay the subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Department and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Department; and
- the work done by the subcontractor has been inspected, approved, and paid by the Department.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.14, "Contractor's Responsibility for Work."

The Department may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

2004 Specifications

SPECIAL PROVISION

009---015

Measurement and Payment

For this project, Item 9, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 9.5. Force Account, B. Insurance and Taxes is replaced by the following:

B. Labor Burden. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.5.A, "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

2004 Specifications

SPECIAL PROVISION

100---002

Preparing Right of Way

For this project, Item 100, "Preparing Right of Way," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 100.4. Payment. The second paragraph is voided and replaced by the following:

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.8, "Final Acceptance."

2004 Specifications

SPECIAL PROVISION

164---002

Seeding For Erosion Control

Item 164, "Seeding For Erosion Control," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 164.3. Construction. The following is added after the first sentence:

Use approved equipment to vertically track the seedbed as shown on the plans or as directed by the Engineer.

2004 Specifications

SPECIAL PROVISION
247---033
Flexible Base

For this project, Item 247, "Flexible Base," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 247.2. Materials, Section A. Aggregate, Table 1. Material Requirements is replaced by the following:

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Master gradation sieve size (cumulative % retained)	Tex-110-E				As shown on the plans	
2-1/2 in.		–	0	0		0
1-3/4 in.		0	0–10	0–10		0-5
7/8 in.		10–35	–	–		10–35
3/8 in.		30–50	–	–		35–65
No. 4		45–65	45–75	45–75		45–75
No. 40		70–85	60–85	50–85		70–90
Liquid Limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans	35
Plasticity Index, max.[1]	Tex-106-E	10	12	12	As shown on the plans	10
Plasticity index, min.[1]		As shown on the plans				
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans	40
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	As shown on the plans	20
Classification, max. [3]	Tex-117-E	When shown on the plans	When shown on the plans	–	As shown on the plans	-
Min. compressive strength, psi	Tex-117-E				As shown on the plans	
lateral pressure 0 psi		45	35	–		–
lateral pressure 3 psi		–	–	–		90
lateral pressure 15 psi		175	175	–		175

1. Determine the 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. When Classification is required by the plans, a triaxial Classification of 1.0 or less for Grades 1 and 2.3 or less for Grade 2 is required. The Classification requirement for Grade 4 will be as shown on the plans.

Article 247.2. Materials, Section A. Aggregate, Section 3. Recycled Material, Section b. Recycled Material (Including Crushed Concrete) Requirements, Section (1), Contractor Furnished Recycled Materials is supplemented by the following:

Provide recycled materials that have a maximum sulfate content of 3000 ppm when tested in accordance with Tex-145-E.

Article 247.4. Construction, Section C. Compaction is supplemented by the following:

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E when Complete in Place measurement is specified. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

Article 247.4. Construction, Section C. Compaction, Section 2. Density Control first paragraph is replaced by the following:

Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction at not less than 1 percentage point below the optimum moisture content determined by Tex-113-E. Determine the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed.

2004 Specifications

SPECIAL PROVISION

260---003

Lime Treatment (Road-Mixed)

For this project, Item 260, "Lime Treatment (Road-Mixed)," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 260.2. Materials, Section A. Lime. The first two sentences are voided and replaced by the following:

Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Prequalification of Lime Sources." Use hydrated lime, commercial lime slurry, quicklime, or carbide lime slurry as shown on the plans.

Article 260.3. Equipment, Section B. Slurry Equipment. The last sentence of the second paragraph is voided and replaced by the following:

Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry or carbide lime slurry.

Article 260.4. Construction, Section C. Application of Lime, Section 2. Slurry Placement. The first paragraph is voided and replaced with the following:

Provide slurry free of objectionable materials, at or above the minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry or carbide lime slurry to the jobsite, or use hydrated lime or quicklime to prepare lime slurry at the jobsite or other approved location, as specified. When dry quicklime is applied as a slurry, use 80 percent of the amount shown on the plans.

Article 260.4. Construction, Section D. Mixing. The third paragraph is voided and replaced with the following:

After mixing, the Engineer may 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.

Article 260.5. Measurement, Section A. Lime is supplemented by the following:

4. Carbide 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.

Article 260.6. Payment. The first paragraph is voided and replaced by the following:

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," and Section 260.6.B, "Lime Treatment."

Article 260.6. Payment, Section A. Lime. The first sentence is voided and replaced by the following:

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),
- Quicklime (Slurry), or
- Carbide Lime Slurry.

Article 260.6. Payment, Section B. Lime Treatment is voided and replaced by the following:

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, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

2004 Specifications

SPECIAL PROVISION

316---016

Surface Treatments

For this project, Item 316, "Surface Treatments", of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 316.3.A.3. Computerized Distributor. This section is voided and not replaced.

Article 316.4.D.3. Asphalt Material Designed for Winter Use. This section is voided and replaced by the following:

A. Cold Weather Surface Treatments. When asphalt application is allowed outside of the above temperature restrictions, the Engineer will approve the binder grade and the air and surface temperatures for asphalt material application. Apply surface treatment at air and surface temperatures as directed.

Article 316.5.A. Asphalt Material. This section is voided and replaced by the following:

B. Asphalt Material. Asphalt material will be measured at the applied temperature by strapping the tank just before and just after road application and determining the net volume in gallons from the distributor's calibrated strap stick. The quantity to be measured for payment will be the number of gallons used, as directed, in the accepted surface treatment.

2004 Specifications

SPECIAL PROVISION

462---015

Concrete Box Culverts and Storm Drains

For this project, Item, 462, "Concrete Box Culverts and Storm Drains," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 462.2. Materials, Section A. General. The last two paragraphs are voided and replaced by the following:

Furnish material for machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Box Culvert Fabrication and Plant Qualification."

Article 462.2. Materials, Section B. Fabrication, 3. Machine-Made Precast is voided and replaced by the following:

Machine-made precast box culvert fabrication plants must be approved in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Box Culvert Fabrication and Plant Qualification." The Construction Division maintains a list of approved machine-made precast box culvert plants.

Fabricate machine-made precast boxes in accordance with DMS-7310.

Article 462.2. Materials, Section C. Testing, 2. Formed Precast is voided and replaced by the following:

Make, cure, and test compressive test specimens in accordance with Tex-704-I.

Article 462.2 Materials, Section C. Testing, 3. Machine-Made Precast is voided and replaced by the following:

Make, cure, and test compressive test specimens in accordance with DMS-7310.

Article 462.2. Materials, Section D. Lifting Holes. The first paragraph is voided and replaced by the following:

For precast boxes, provide no more than 4 lifting holes in each section. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes of sufficient size for adequate lifting devices based on the size and weight of the box section. Do not use lifting holes larger than 3 in. in diameter. Do not cut more than 5 in. in any direction of reinforcement per layer for lifting holes.

Article 462.2. Materials, Section E. Marking. The first paragraph is voided and replaced by the following:

Mark precast boxes with the following:

- name or trademark of fabricator and plant location;
- ASTM designation;
- date of manufacture;
- box size;
- minimum and maximum fill heights;
- designated fabricator's approval stamp;
- boxes to be used for jacking and boring (when applicable);
- designation "SR" for boxes meeting sulfate-resistant concrete plan requirements (when applicable); and
- match marks for proper installation, when required under Section 462.2.F, "Tolerances."

Article 462.2. Materials, Section F. Tolerances. is voided and replaced by the following:

Ensure that precast sections meet the permissible variations listed in ASTM C 1577 and the following requirement:

- The sides of a section at each end do not vary from being perpendicular to the top and bottom by more than 1/2 in. when measured diagonally between opposite interior corners.

Ensure that wall and slab thicknesses are not less than shown on the plans except for occasional deficiencies not greater than 3/16 in. or 5%, whichever is greater. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or job site and the joint opening at any point does not exceed 1 in. Use match marks for proper installation on sections that have been accepted in this manner.

1. **Boxes for Jacking Operations.** For boxes to be used for jacking operations (as defined in Item 476, "Jacking, Boring, or Tunneling Pipe or Box,") meet the following additional requirements:
    - The box ends must be square such that no point deviates more than 3/8 in. from a plane placed on the end of the box that is perpendicular to the box sides, and
    - The slab and wall thicknesses must not be less than specified on the plans and must not exceed the specified thickness by more than 1/2 in.

Article 462.2. Materials, Section G. Defects and Repair. The following paragraph is added:

Repair machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Box Culvert Fabrication and Plant Qualification."

Article 462.2. Materials, Section H. Storage and Shipment. The following paragraph is added:

Store and ship machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Box Culvert Fabrication and Plant Qualification."

Article 462.3 Construction, Section C. Jointing. The first paragraph is voided and replaced by the following:

Unless otherwise shown on the plans, use any of the jointing materials in accordance with the joint requirements specified in Item 464, "Reinforced Concrete Pipe." Rubber gasketed joints may be substituted for tongue and groove joints, provided they meet the requirements of ASTM C 1677 for design of the joints and permissible variations in dimensions.

2004 Specifications

SPECIAL PROVISION

464---006

Reinforced Concrete Pipe

For this project, Item 464, "Reinforced Concrete Pipe," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 464.2. Materials, Section A. Fabrication is voided and replaced by the following:

Fabrication plants must be approved by the Construction Division in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," before furnishing precast reinforced concrete pipe for Department projects. The Construction Division maintains a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

Article 464.2. Materials, Section B. Design, 1. General. Table 2 is voided and replaced by the following:

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	30	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

Article 464.2 Materials, Section C. Physical Test Requirements is voided and not replaced.

Article 464.2. Materials, Section D. Markings. The first paragraph is voided and replaced by the following:

Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification":

- class or D-Load of pipe,
- ASTM designation,
- date of manufacture,
- pipe size,
- name or trademark of fabricator and plant location,
- designated fabricator's approval stamp,
- pipe to be used for jacking and boring (when applicable), and
- designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

Article 464.2. Materials, Section E. Inspection is voided and replaced by the following:

Provide access for inspection of the finished pipe at the project site before and during installation.

Article 464.2. Materials, Section F. Causes for Rejection is voided and replaced by the following:

Individual section of pipe may be rejected for any of the conditions stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

Article 464.2. Materials, Section G. Repairs is voided and replaced by the following:

Make repairs if necessary as stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

Article 464.2. Materials, Section H. Rejections is voided and not replaced.

SPECIAL PROVISION

465---002

Manholes and Inlets

For this project, Item 465, "Manholes and Inlets," of the Standard Specifications, is hereby voided and replaced with the articles below.

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 followings:

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 471, "Frames, Grates, Rings, and Covers"

Cast-in-place manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown. Alternate designs for cast-in-place items must be acceptable to the Engineer and must conform to functional dimensions and design loading. Alternate designs must be designed and sealed by a licensed professional engineer.

A. Concrete. Furnish Class H concrete for formed precast manholes and inlets. Furnish concrete per DMS-7310 for machine-made precast manholes and inlets. Air-entrained concrete will not be required in precast concrete members. Furnish Class C concrete for cast-in-place manholes and inlets unless otherwise shown on the plans.

B. Mortar. Furnish Type S mortar in accordance with ASTM C270.

C. 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.

D. Other Materials. Commercial-type hardware of other materials may be used with prior approval.

465.3 Construction. All types of manholes and inlets may be built either complete or in 2 stages, described as Stage I and Stage II. Build manholes and inlets designed to match the final roadway surface.

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 storm drain pipe and a temporary plug for the exposed end of the storm drain pipe from the storm drain to a point below the top of curb indicated on the plans.

Construct Stage II after the pavement structure is substantially complete unless otherwise approved by the Engineer.

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 cast-in-place manholes and inlets in accordance with Item 420, "Concrete Structures." Forms will be required for all concrete walls. 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.

A. Precast Manholes and Inlets. Construct formed precast manholes and inlets in accordance with Item 420, except as otherwise noted in this Item. Construct machine-made precast manholes and inlets in accordance with ASTM C 478, except as otherwise noted in this Item. Mix and place concrete for machine-made manholes and inlets per the requirements of DMS-7310. Conform to the product permissible variations and rejection criteria stated in ASTM C 478 for machine-made precast manholes and inlets. Cure all precast units in accordance with Item 424, "Precast Concrete Structures (Fabrication)."

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 multi-project plants.

1. **Lifting Holes.** For precast units, provide no more than 4 lifting holes in each section. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Do not cut more than 5 in. in any direction of reinforcement per layer for lifting holes. Repair spalled areas around lifting holes.

2. **Marking.** Clearly mark each precast manhole and inlet unit with the following information:
   - name or trademark of fabricator and plant location;
   - product designation;
   - ASTM designation (if applicable);
   - date of manufacture;
   - designated fabricator's approval stamp; and
   - designation "SR" for product meeting sulfate-resistant concrete plan requirements (when applicable).

3. **Storage and Shipment.** Store precast units on a level surface. Do not ship units until design strength requirements have been met.

B. Excavation, Shaping, Bedding, and Backfill. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." For all manhole and inlet structures where joints consist of rubber boots, rubber gaskets, bulk or preformed joint sealant, immediate backfilling is permitted. Take precautions in placing and compacting the backfill to avoid any movement of manholes and inlets. Remove and replace manholes and inlets damaged by the Contractor at no expense to the Department.

C. Manholes and Inlets for Precast Concrete Pipe Storm Drains. Construct manholes and inlets for precast concrete pipe storm drains as soon as is practicable after storm drain lines into or through the manhole or inlet locations are completed. Neatly cut all storm drains at the inside face of the walls of the manhole or inlet and point up with mortar.

D. Manholes and Inlets for Monolithic Pipe Storm Drains. Construct bases for manholes and inlets on monolithic pipe storm drains either monolithically with the storm drain or after the storm drain is constructed.

E. Manholes for Box Storm Drains. Cast bases for manholes for box storm drains as an integral part of the storm drain. Construct manholes before backfilling, or cover the manhole opening temporarily and backfill the storm drain as a whole.

F. 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.

G. 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."

H. 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."

I. 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.

J. 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.

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. 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.

D. 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.

E. 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.

F. 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, mortar, frames, grates, rings and covers, excavation, and backfill and for all other materials, tools, equipment, labor, and incidentals

2004 Specifications

SPECIAL PROVISION
500---011
Mobilization

For this project, Item 500, "Mobilization," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 500.1. Description is supplemented by the following:

Work for this Item includes submissions required by the Contract.

Article 500.3. Payment, Section A is voided and replaced by the following:

A. Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less. However, payment will be made for the actual cost of the paid invoice when the combined payment for bonds and insurance exceeds 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

Article 500.3. Payment, Section F is voided and replaced by the following:

F. Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

Article 500.3. Payment is supplemented by the following:

G. Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test and performance periods provided for in the Contract have been successfully completed.

2004 Specifications

SPECIAL PROVISION

502---033

Barricades, Signs, and Traffic Handling

For this project, Item 502, "Barricades, Signs, and Traffic Handling," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance is voided and replaced by the following:

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." The remaining balance will be paid in accordance with Section 502.4.E, "Balance Due."

2004 Specifications

SPECIAL PROVISION

530---006

Intersections, Driveways, and Turnouts

For this project, Item 530, "Intersections, Driveways, and Turnouts," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 530.5. Payment. The first paragraph is voided and replaced by the following:

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.

2004 Specifications

SPECIAL PROVISION

560---001

Mailbox Assemblies

For this project, Item 560, "Mailbox Assemblies," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 560.5. Payment is voided and replaced by the following:

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 "Mailbox Installation (Single)," of the type specified, "Mailbox Installation (Double)," of the type specified, or "Mailbox Installation (Multiple)," of the type specified. This price is full compensation for installing mailboxes and reflectors in permanent locations, materials, equipment, labor, tools, and incidentals. Removing existing and temporary mailbox assemblies and installing and moving temporary mailbox assemblies will not be paid for directly, but will be subsidiary to pertinent Items.

2004 Specifications

SPECIAL PROVISION

620---001

Electrical Conductors

For this project, Item 620, "Electrical Conductors," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 620.2 Materials. The fourth and fifth paragraphs are void and replaced by the following:

Use white insulation for grounded (neutral) conductors, except that grounded conductors AWG No. 4 and larger may be black with white tape marking at every accessible location. Do not use white insulation or marking for any other conductor except control wiring specifically shown on the plans.

Ensure that insulated grounding conductors are green except that insulated grounding conductors AWG No. 4 and larger may be black with green tape marking at every accessible location. Do not use green insulation or marking for any other conductor except control wiring specifically shown on the plans.

2004 Specifications

SPECIAL PROVISION
628---003
Electrical Services

For this project, Item 628, "Electrical Services," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 628.5. Payment, **A. Installation** is voided and replaced by the following:

A. Installation. Except as provided for in the following paragraph, this price is full compensation for paying all fees, permits, and other costs; making arrangements with the utility company for all work and materials provided by the utility company; furnishing, installing, and connecting all components including poles, service supports, foundations, anchor bolts, riprap, enclosures, switches, breakers, conduit (from the service equipment including the elbow below ground), fittings, conductors (from the service equipment including the elbow below ground), brackets, bolts, hangers, and hardware; and equipment, labor, tools, and incidentals.

Costs for utility-owned power line extensions, connection charges, meter charges, and other charges will be paid for by the Department. The Department will reimburse the contractor the amount billed by the utility plus an additional 5% of the invoice cost will be paid for labor, equipment, administrative costs, superintendence, and profit.

2004 Specifications

SPECIAL PROVISION

672---034

Raised Pavement Markers

For this project, Item 672, "Raised Pavement Markers," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 672.2. Materials, Section B. Adhesives is supplemented by the following:

- The Contractor may propose alternate adhesive materials for consideration and approval by the Engineer.

Article 672.3. Construction. The sixth paragraph is voided and replaced by the following:

Use the following adhesive materials for placement jiggle bar tile, reflectorized pavement markers, and traffic buttons unless otherwise shown on the plans:

- standard or flexible bituminous adhesive for applications on bituminous pavements.
- epoxy adhesive or flexible bituminous adhesive for applications on hydraulic cement concrete pavements.

Use epoxy adhesive for plowable reflectorized pavement markers.

Article 672.3. Construction is supplemented by the following:

Provide a 30-day performance period that begins the day following written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations. This written acceptance does not constitute final acceptance.

Replace all missing, broken or non-reflective RPMs. Visual evaluations will be used for these determinations. Upon request, the Engineer will allow a Contractor representative to accompany the Engineer on these evaluations.

The Engineer may exclude RPMs from the replacement provisions of the performance, provided the Engineer determines that the failure is a result of causes other than defective material or inadequate installation procedures. Examples of outside causes are extreme wear at intersections, damage by snow or ice removal, and pavement failure.

Replace all missing or non-reflective RPMs identified during the performance period within 30 days after notification. The end of the performance period does not relieve the Contractor from the performance deficiencies requiring corrective action identified during the performance period.

Article 672.5. Payment is supplemented by the following:

No additional payment will be made for replacement of RPMs failing to meet the performance requirements.

RPMs INSTALLATION RECORD

The 30 day performance period begins the day after written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations.

COUNTY HIGHWAY	CONTROL PROJECT	LIMITS FROM LIMITS TO	MONTH/YR OF INSTALLATION

Contractor signature _____ _____
Date

Department signature _____ _____
Date

2004 Specifications

SPECIAL PROVISION

682---003

Vehicle and Pedestrian Signal Heads

For this project, Item 682, "Vehicle and Pedestrian Signal Heads," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 682.2. Materials, Section B. General. The first and second paragraphs are voided and replaced by the following:

Provide vehicle signal heads in accordance with DMS-11120, "Vehicle Signal Heads" and DMS-11121, "12 Inch LED Traffic Signal Lamp Unit." Provide vehicle signal heads from manufacturers prequalified by the Department. The Traffic Operations Division maintains a list of prequalified vehicle signal head manufacturers.

Provide pedestrian signal heads in accordance with DMS-11130, "Pedestrian Signal Heads," and DMS-11131, "Pedestrian LED Countdown Signal Modules." Provide pedestrian signal heads from manufacturers pre-qualified by the Department. The Traffic Operations Division maintains a list of pre-qualified pedestrian signal head manufacturers.

2004 Specifications

SPECIAL PROVISION
TO
SPECIAL SPECIFICATION
1122--001
Temporary Erosion, Sedimentation, and Environmental Controls

For this project, Special Specification Item 1122, "Temporary Erosion, Sedimentation, and Environmental Controls" is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 3.C. Training is supplemented by the following:

The Environmental Management System (EMS) eLearning Courses and Department's EMS Policy Statement can be found at http://txdot.gov/business/ems_courses.htm. The following training has been developed in compliance with the Department's EMS program.

All Contractor and subcontractor employee's involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities must complete the following training located at to https://www.txdot.gov/inside-txdot/division/environmental/programs/ems-courses.html. Training is provided by the Department at no cost to the Contractor and is valid for 3 years from the date of completion. The Engineer may require training at a frequency less than 3 years based on environmental needs.

- "Environmental Management System: Awareness Training for the Contractor (English and Spanish) (Approximate running time 20 minutes)," and
- "Storm Water: Environmental Requirements During Construction (English and Spanish) (Approximate running time 20 minutes)."

The CRPe, alternate CRPe designated for emergencies, Contractor's superintendent, and Contractor and subcontractor lead personnel involved in SWP3 activities must enroll and complete the training located at http://www.dedtraining.com/. Training is provided by a third party and is valid for 3 years from the date shown on the Certificate of Completion. Coordinate enrollment through the third party and pay associated fees for the following training:

- "Revegetation During Construction,"
- "Construction General Permit Compliance," and
- "Construction Stage Gate Checklist (CSGC)."

Training and associated fees will not be measured or paid for directly but are considered subsidiary to this Item.

2004 Specifications

SPECIAL PROVISION
TO
SPECIAL SPECIFICATION
6266--017
Video Imaging Vehicle Detection System

For this project, Special Specification Item 6266, "Video Imaging Vehicle Detection System," is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 1. Description. The second paragraph is voided and replaced by the following:

A VIVDS configuration for a single intersection will consist of variable focal length cameras, VIVDS card rack processor system, and all associated equipment required to setup and operate in a field environment including a video monitor and/or laptop (if required), connectors and camera mounting hardware.

Article 6. Camera Assembly, Section B. Camera and Lens Assembly. Section 2 is voided and replaced by the following:

2. The enclosure must allow the camera to operate satisfactorily over an ambient temperature range from -30°F to +140°F while exposed to precipitation as well as direct sunlight.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

The wage rates listed are those predetermined by the Secretary of Labor and State Statue to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 1-6-2012

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/6/12	ZONE TX08 1/6/12	ZONE TX11 1/6/12	ZONE TX12 1/6/12	ZONE TX14 1/6/12	ZONE TX16 1/6/12	ZONE TX18 1/6/12	ZONE TX34 1/6/12	ZONE TX35 1/6/12	ZONE TX37 1/6/12	ZONE TX38 1/6/12	ZONE TX40 1/6/12	ZONE TX41 1/6/12	ZONE TX54 1/6/12	ZONE TX56 1/6/12	ZONE TX63 1/6/12
1428	Agricultural Tractor Operator						$12.69					$12.35			$11.75		
1300	Asphalt Distributor Operator	$14.87	$13.48	$13.88			$15.55	$15.72	$13.28	$15.32	$15.62	$14.36	$14.25	$14.03	$13.75	$14.06	$14.40
1303	Asphalt Paving Machine Operator	$13.40	$12.25	$12.35	$13.87		$14.36	$14.20	$13.26	$13.99	$14.68	$12.92	$13.44	$12.53	$14.00	$14.32	$12.99
1106	Asphalt Raker	$12.28	$10.61	$12.02	$14.21		$12.12	$11.64	$11.44	$12.69	$12.05	$11.34	$11.67	$11.40	$12.59	$12.36	
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	$11.21	$10.33	$10.08			$11.04	$11.62		$11.74	$11.41	$10.30		$10.23	$10.60	$12.68	$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	$13.55	$12.46	$13.16	$12.85		$12.56	$12.77	$12.44	$14.12	$13.04	$13.38		$12.80	$12.79	$12.98	$13.32
1318	Concrete Pavement Finishing Machine Operator						$15.48			$16.05		$19.31				$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											$16.34				$11.71	
1333	Concrete Saw Operator									$14.48	$17.33					$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less						$18.36			$18.12	$18.04	$20.21			$18.63	$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	$16.82	$14.39	$13.85			$15.87			$17.27		$14.67			$16.42	$14.97	
1343	Crane Operator, Lattice Boom Over 80 Tons						$19.38			$20.52		$17.49			$25.13	$15.80	
1306	Crawler Tractor Operator	$13.96	$16.63	$13.62			$15.67			$14.07	$13.15	$13.38			$14.60	$13.68	$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						$11.67										
1445	Directional Drilling Operator						$17.24										
1139	Electrician	$20.96		$19.87			$26.35		$20.27	$19.80		$20.92				$27.11	
1347	Excavator Operator, 50,000 pounds or less	$13.46	$12.56	$13.67			$12.88	$14.38	$13.49	$17.19		$13.88			$14.09	$12.71	$14.42
1348	Excavator Operator, Over 50,000 pounds		$15.23	$13.52			$17.71			$16.99	$18.80	$16.22				$14.53	
1150	Flagger	$9.30	$9.10	$8.50		$8.81	$9.45	$8.70		$10.06	$9.71	$9.03		$9.08	$9.90	$10.33	$8.10
1151	Form Builder/Setter, Structures	$13.52	$12.30	$13.38	$12.91	$12.71	$12.87	$12.38	$12.26	$13.84	$12.98	$13.07	$13.61	$12.82	$14.73	$12.23	$12.25
1160	Form Setter, Paving & Curb	$12.36	$12.16	$13.93	$11.83	$10.71	$12.94			$13.16	$12.54	$11.33	$10.69		$13.33	$12.34	
1360	Foundation Drill Operator, Crawler Mounted									$17.99						$17.43	
1363	Foundation Drill Operator, Truck Mounted		$16.86	$22.05			$16.93			$21.07	$20.20	$20.76		$17.54	$21.39	$15.89	
1369	Front End Loader Operator, 3 CY or Less	$12.28	$13.49	$13.40			$13.04	$13.15	$13.29	$13.69	$12.64	$12.89			$13.51	$13.32	$12.17
1372	Front End Loader Operator, Over 3 CY	$12.77	$13.69	$12.33			$13.21	$12.86	$13.57	$14.72	$13.75	$12.32			$13.19	$13.17	
1329	Joint Sealer																
1172	Laborer, Common	$10.30	$9.86	$10.08	$10.51	$10.71	$10.50	$10.24	$10.58	$10.72	$10.45	$10.30	$10.25	$10.03	$10.54	$11.02	$10.15
1175	Laborer, Utility	$11.80	$11.53	$12.70	$12.17	$11.81	$12.27	$12.11	$11.33	$12.32	$11.80	$11.53	$11.23	$11.50	$11.95	$11.73	$12.37
1346	Loader/Backhoe Operator	$14.18	$12.77	$12.97	$15.68		$14.12			$15.18	$13.58	$12.87		$13.21	$14.13	$14.29	

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/6/12	ZONE TX08 1/6/12	ZONE TX11 1/6/12	ZONE TX12 1/6/12	ZONE TX14 1/6/12	ZONE TX16 1/6/12	ZONE TX18 1/6/12	ZONE TX34 1/6/12	ZONE TX35 1/6/12	ZONE TX37 1/6/12	ZONE TX38 1/6/12	ZONE TX40 1/6/12	ZONE TX41 1/6/12	ZONE TX54 1/6/12	ZONE TX56 1/6/12	ZONE TX63 1/6/12
1187	Mechanic	$20.14	$15.47	$17.47			$17.10			$17.68	$18.94	$18.58		$16.61	$18.46	$16.96	
1380	Milling Machine Operator	$15.54	$14.64	$12.22			$14.18			$14.32	$14.35	$12.86			$14.75	$13.53	
1390	Motor Grader Operator, Fine Grade	$17.49	$16.52	$16.88			$18.51	$16.69	$16.13	$17.19	$18.35	$17.07	$17.74	$17.47	$17.08	$15.69	$20.01
1393	Motor Grader Operator, Rough	$16.15	$14.62	$15.83		$17.07	$14.63	$18.50		$16.02	$16.44	$15.12		$14.47	$17.39	$14.23	$15.53
1413	Off Road Hauler			$10.08			$11.88			$12.25		$12.23			$13.00	$14.60	
1196	Painter, Structures						$18.34						$21.29			$18.62	
1396	Pavement Marking Machine Operator	$16.42		$13.10			$19.17	$12.01		$13.63	$14.60	$13.17		$16.65	$10.54	$11.18	
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															$14.95	
1205	Pipelayer		$11.87	$14.64			$12.79		$11.37	$13.24	$12.66	$13.24	$11.17	$11.67		$12.12	
1384	Reclaimer/Pulverizer Operator	$12.85					$12.88			$11.01		$10.46					
1500	Reinforcing Steel Worker	$13.50	$14.07	$17.53			$14.00			$16.18	$12.74	$15.83		$17.10		$15.15	
1402	Roller Operator, Asphalt	$10.95		$11.96			$12.78	$11.61		$13.08	$12.36	$11.68			$11.71	$11.95	$11.50
1405	Roller Operator, Other	$10.36		$10.44			$10.50	$11.64		$11.51	$10.59	$10.30		$12.04	$12.85	$11.57	
1411	Scraper Operator	$10.61	$11.07	$10.85			$12.27		$11.12	$12.96	$11.88	$12.43		$11.22	$13.95	$13.47	
1417	Self-Propelled Hammer Operator																
1194	Servicer	$13.98	$12.34	$14.11			$14.51	$15.56	$13.44	$14.58	$14.31	$13.83		$12.43	$13.72	$13.97	
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									$15.96							
1515	Spreader Box Operator	$12.60		$13.12			$14.04			$14.73	$13.84	$13.68		$13.45	$11.83	$13.58	
1705	Structural Steel Welder															$12.85	
1509	Structural Steel Worker						$19.29									$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						$16.00										
1440	Trenching Machine Operator, Heavy						$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	$14.46	$13.63	$13.41	$15.00	$15.93	$15.66			$16.24	$16.39	$14.30	$16.62	$15.63	$14.28	$16.03	
1612	Truck Driver Transit-Mix									$14.14							
1600	Truck Driver, Single Axle	$12.74	$10.82	$10.75			$11.79	$13.53	$13.16	$12.31	$13.40	$10.30	$11.61		$11.97	$11.46	
1606	Truck Driver, Single or Tandem Axle Dump Truck	$11.33	$14.53	$11.95			$11.68		$14.06	$12.62	$11.45	$12.28		$13.08	$11.68	$11.48	$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	$12.49	$12.12	$12.50			$12.81	$13.16		$12.86	$16.22	$12.50			$13.80	$12.27	
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		$14.02				$15.97		$13.74	$14.84					$13.78		
1520	Work Zone Barricade Servicer	$10.30	$12.88	$11.46	$11.70		$11.85	$10.77		$11.68	$12.20	$11.22	$11.51	$12.96	$10.54	$11.67	

Notes:

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* . AGC will make it available on its Web site for any contractor.

TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 7, 8, 11, 12, 14, 16, 18, 34, 35, 37, 38, 40, 41, 54, 56, 63

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	38	Donley	54	Karnes	37	Reagan	54
Andrews	54	Duval	41	Kaufman	35	Real	54
Angelina	38	Eastland	54	Kendall	16	Red River	38
Aransas	40	Ector	7	Kenedy	41	Reeves	18
Archer	35	Edwards	18	Kent	54	Refugio	37
Armstrong	7	El Paso	34	Kerr	37	Roberts	54
Atascosa	16	Ellis	35	Kimble	54	Robertson	16
Austin	56	Erath	38	King	54	Rockwall	35
Bailey	54	Falls	38	Kinney	18	Runnels	54
Bandera	16	Fannin	38	Kleberg	37	Rusk	11
Bastrop	16	Fayette	37	Knox	54	Sabine	38
Baylor	54	Fisher	54	Lamar	38	San Augustine	38
Bee	37	Floyd	54	Lamb	54	San Jacinto	56
Bell	16	Foard	54	Lampasas	16	San Patricio	40
Bexar	16	Fort Bend	56	LaSalle	41	San Saba	54
Blanco	37	Franklin	38	Lavaca	37	Schleicher	54
Borden	54	Freestone	38	Lee	37	Scurry	54
Bosque	38	Frio	37	Leon	38	Shackelford	54
Bowie	11	Gaines	54	Liberty	56	Shelby	38
Brazoria	56	Galveston	56	Limestone	38	Sherman	54
Brazos	16	Garza	54	Lipscomb	54	Smith	11
Brewster	18	Gillespie	37	Live Oak	37	Somervell	38
Briscoe	54	Glasscock	54	Llano	37	Starr	41
Brooks	41	Goliad	40	Loving	54	Stephens	54
Brown	54	Gonzales	37	Lubbock	7	Sterling	54
Burleson	16	Gray	54	Lynn	54	Stonewall	54
Burnet	37	Grayson	35	Madison	38	Sutton	18
Caldwell	16	Gregg	11	Marion	38	Swisher	54
Calhoun	40	Grimes	38	Martin	54	Tarrant	35
Callahan	35	Guadalupe	16	Mason	37	Taylor	7
Cameron	8	Hale	54	Matagorda	37	Terrell	18
Camp	38	Hall	54	Maverick	41	Terry	54
Carson	7	Hamilton	38	McCulloch	54	Throckmorton	54
Cass	38	Hansford	54	McLennan	16	Titus	38
Castro	54	Hardeman	54	McMullen	41	Tom Green	7
Chambers	56	Hardin	56	Medina	16	Travis	16
Cherokee	38	Harris	56	Menard	54	Trinity	38
Childress	54	Harrison	63	Midland	7	Tyler	38
Clay	35	Hartley	54	Milam	38	Upshur	11
Cochran	54	Haskell	54	Mills	54	Upton	54
Coke	54	Hays	16	Mitchell	54	Uvalde	41
Coleman	54	Hemphill	54	Montague	54	Val Verde	18
Collin	35	Henderson	38	Montgomery	56	Van Zandt	38
Collingsworth	54	Hidalgo	8	Moore	54	Victoria	14
Colorado	37	Hill	38	Morris	38	Walker	38
Comal	16	Hockley	54	Motley	54	Waller	56
Comanche	54	Hood	38	Nacogdoches	38	Ward	54
Concho	54	Hopkins	38	Navarro	38	Washington	38
Cooke	54	Houston	38	Newton	38	Webb	8
Coryell	16	Howard	54	Nolan	54	Wharton	37
Cottle	54	Hudspeth	18	Nueces	40	Wheeler	54
Crane	54	Hunt	35	Ochiltree	54	Wichita	12
Crockett	18	Hutchinson	54	Oldham	54	Wilbarger	54
Crosby	7	Irion	7	Orange	56	Willacy	41
Culberson	18	Jack	38	Palo Pinto	38	Williamson	16
Dallam	54	Jackson	37	Panola	38	Wilson	16
Dallas	35	Jasper	38	Parker	35	Winkler	54
Dawson	54	Jeff Davis	18	Parmer	54	Wise	35
Deaf Smith	54	Jefferson	56	Pecos	18	Wood	38
Delta	35	Jim Hogg	41	Polk	38	Yoakum	54
Denton	35	Jim Wells	37	Potter	7	Young	54
DeWitt	37	Johnson	35	Presidio	18	Zapata	41
Dickens	54	Jones	35	Rains	38	Zavala	41
Dimmit	41			Randall	7		

Revised 1-6-12

2004 Specifications

SPECIAL SPECIFICATION
1122
Temporary Erosion, Sedimentation, and Environmental Controls

1. **Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

   By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:
   http://www.txdot.gov/inside-txdot/division/environmental/programs/ems-courses.html.
   A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

2. **Materials.** Furnish materials in accordance with the following:
   - Item 161, "Compost"
   - Item 432, "Riprap"
   - Item 556, "Pipe Underdrains"

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 "Sandbags for Erosion Control," 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. 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.

D. 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.

E. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

G. 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. Provide 16 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.

H. 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 #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

I. 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 4in. 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.

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

   a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

   b. Furnish recyclable containment mesh for temporary installations.

3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

A. Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities. Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training.* Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

B. Contractor Superintendent Qualifications and Responsibilities. Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.

C. Training. All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.

4. Construction.

A. Contractor Responsibilities. Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. 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. Implementation. The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.

1. Commencement. Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

2. Phasing. Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.

3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

D. Installation, Maintenance, and Removal Work. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. 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.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure.

The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as 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 dissipaters 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. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. **Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

   a. **Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a

width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) Type 1. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) Type 2. Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term.

(1) Type 3. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) Type 4. Construct as shown on the plans or as directed.

5. **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.

6. **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.

7. **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.

8. **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 attach 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.

9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. Monitoring and Documentation. Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

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. 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.

D. Construction Exits. Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control.

1. Equipment and Labor Measurement. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

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 Vehicle)." 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.

F. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

G. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. Temporary Sediment-Control Fence. Installation or removal of temporary sediment-control fence will be measured by the foot.

I. Biodegradable Erosion Control Logs. Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

J. Vertical Tracking. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

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; unless a separate pay item is shown in the plans.
- 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.

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 "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. 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 "Earthwork for Erosion and Sediment Control."

D. 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 "Earthwork for Erosion and Sediment Control."

E. Earthwork for Erosion and Sediment Control.

1. **Initial 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)", "Excavation (Erosion and Sediment Control, In Vehicle)", "Embankment (Erosion and

Sediment Control, In Vehicle)", or "Earthwork (Erosion and Sediment Control, In Vehicle)".

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for by a Contractor Force Account Item.

   This price is full compensation for excavation, embankment, and re-grading 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; 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.

F. 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.

G. 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.

H. **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 as follows:

1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." 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 "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. **Biodegradable Erosion Control Logs.** 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 "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH STORM WATER REQUIREMENTS

I, _____ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

- Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.
- Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.
- Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.
- Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.
- Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.
- If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.
- Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.
- If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.
- Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: _____

Date: _____

SAMPLE

2004 Specifications

SPECIAL SPECIFICATION
3268
Dense-Graded Hot-Mix Asphalt

1. **Description.** Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Pay adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3268.4.I.4, "Exempt Production."

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 specification requirements 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 specification compliance in accordance with Item 6, "Control of Materials."

   A. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. 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.

      1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregate from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) located at http://www.txdot.gov/business/resources/producer-list.html are preapproved for use.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Use only the rated values for hot mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot mix. Provide aggregate from non-listed 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 non-listed sources.

Provide coarse aggregate with at least the minimum SAC as shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's Aggregate Quality Monitoring Program (AQMP) is listed in the BRSQC.

a. Blending Class A and Class B Aggregates. 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. For blending purposes, coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate.

When the Contractor blends Class A and B aggregates to meet a Class A requirement, the Engineer may perform tests at any time during production to ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. In such cases where the Engineer elects to verify conformance, the Engineer will use the Department's mix design Excel template to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the Excel template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

b. Micro-Deval Abrasion. The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with Tex-461-A for each coarse aggregate source used in the mixture design that has a Rated Source Soundness

Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing prior to the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may elect to waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

When tested, the Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source using the following formula:

$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$

where:

Mg_{est} = magnesium sulfate soundness loss

MD_{act} = actual Micro-Deval percent loss

RSMD = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved by the Engineer. The Engineer will consult the Geotechnical, Soils, and Aggregates Branch of the Construction Division, and additional testing may be required prior to granting approval.

2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. When used, supply intermediate aggregates that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. When used, supply intermediate 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).

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
Coarse aggregate angularity, 2 crushed faces, %, min	Tex-460-A, Part I	85[2]
Flat and elongated particles @ 5:1, %, max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, max	Tex-107-E	3
Combined Aggregate[3]		
Sand equivalent, %, min	Tex-203-F	45

1. Used to estimate the magnesium sulfate soundness loss in accordance with Section 3268.2.A.1, "Coarse Aggregate."
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, 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, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 2% mineral hydrated lime unless otherwise shown on the plans. If a substitute binder is used, do not use more than 1% hydrated lime unless otherwise shown on the plans or allowed by the Engineer. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. 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 specified on the plans.

E. Tack Coat. 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." Specialized or preferred tack coat materials may be allowed by the Engineer or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300. The Engineer will obtain the sample from the asphalt distributor immediately before use.

F. Additives. Use the type and rate of additive specified when shown on the plans. Other additives that facilitate mixing, compaction, or improve the quality of the mixture may be allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

1. **Lime and Liquid Antistripping Agent.** When 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 into the drum.

2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using Department-approved WMA additives or processes. The Department's Material Producer List of WMA additives and processes is located at http://www.txdot.gov/business/resources/producer-list.html.

   WMA is allowed for use on all projects and is required when shown on plans. The maximum placement or target discharge temperature for WMA may be set at a value less than 275°F when shown on the plans.

   Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures greater than 275°F; however, such mixtures will not be defined as WMA.

G. Recycled Materials. Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. When RAP or RAS is used, calculate and ensure that the ratio of the recycled asphalt binder to total binder does not

exceed the percentages shown in Table 5 during mixture design and HMA production. During HMA production, use a separate cold feed bin for each stockpile of RAP and RAS.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- "Surface" mixes are the final lift or riding surface of the pavement structure;
- "Intermediate" mixes are non-surface mixtures placed less than or equal to 8 inches from the riding surface; and
- "Base" mixes are non-surface mixtures placed greater than 8 inches from the riding surface.

1. **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.

   Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

   Fractionated RAP is defined as having two or more RAP stockpiles, divided into coarse and fine fractions. The coarse RAP stockpile will contain only material retained by processing over a 3/8 in. screen or 1/2 in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8 in. screen or 1/2 in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8 in. screen or 1/2 in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

   Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with 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 or ignition.

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.

Table 4
Maximum Allowable Amounts of RAP[1]

Maximum Allowable Fractionated RAP[2] (%)			Maximum Allowable Unfractionated RAP[3] (%)		
Surface	**Intermediate**	**Base**	**Surface**	**Intermediate**	**Base**
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2. RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the Texas Commission on Environmental Quality (TCEQ). RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material prior to extraction (or ignition) of the asphalt.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. For any stockpile that contains RAS, the entire stockpile will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials (NRM) Guidelines." If the RAS has not come into contact with any hazardous materials, treat it as an established NRM. Use RAS from shingle sources on the Department's Material Producer List of NRM located at http://www.txdot.gov/business/resources/producer-list.html. Prior to use, remove substantially all materials that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval to the Engineer prior to submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

H. Substitute Binders. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 in lieu of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.J, "Performance-Graded Binders";
- the substitute binder has an un-aged dynamic shear value less than or equal to 2.00 kPa and an RTFO aged dynamic shear value less than or equal to 5.00 kPa at the PG test temperature; and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder[1] to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22[2]	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22[2]	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22[2]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28[2]	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA[3]				
76-22[2]	70-22 or 64-22	30.0	35.0	40.0
70-22[2]	64-22 or 58-28	30.0	35.0	40.0
64-22[4]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	30.0	35.0	40.0
64-28[4]	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 3268.2.F.2, "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. **Equipment.** Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. **Construction.** Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." On or before the first day of paving, it is mandatory to schedule and participate in a pre-paving meeting with the Engineer unless otherwise shown on the plans.

   A. **Certification.** Personnel certified by the Hot Mix Asphalt Center Certification Program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design that is developed and signed by a Level 2 certified specialist. Provide a Level 1A certified specialist at the plant during production operations. Provide a Level 1B certified specialist to conduct placement tests.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level
1. Aggregate and Recycled Material Testing				
Sampling	Tex-400-A	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	
Magnesium sulfate soundness	Tex-411-A		✓	
Micro-Deval abrasion	Tex-461-A		✓	
Coarse aggregate angularity	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[1] (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors[2]	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Selecting random numbers	Tex-225-F, Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[1] (calculation only)	Tex-204-F	✓	✓	1A
Rice gravity	Tex-227-F	✓	✓	1A
Gradation & asphalt content[2]	Tex-236-F	✓	✓	1A
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F	✓	✓	1A
Hamburg Wheel test	Tex-242-F	✓	✓	2
Micro-Deval abrasion	Tex-461-A		✓	
Boil test	Tex-530-C	✓	✓	1A
Aging ratio	Tex-211-F		✓	
Overlay test	Tex-248-F		✓	
Cantabro loss	Tex-245-F		✓	
5. Placement Testing				
Selecting random numbers	Tex-225-F, Part II		✓	1A/1B
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F	✓	✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note 3
Segregation (density profile)	Tex-207-F, Part V	✓	✓	1B
Longitudinal joint density	Tex-207-F, Part VII	✓	✓	1B
Thermal profile	Tex-244-F	✓	✓	1B

1. Voids in mineral aggregates.
2. Refer to Section 3268.4.I.2.c for exceptions to using an ignition oven.
3. Profiler and operator are required to be certified at the Texas Transportation Institute facility when Surface Test Type B is specified.

B. Reporting and Responsibilities. Use Department-provided Excel templates to record and calculate all test data including but not limited to mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the latest version of the Excel templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment penalty, or that fails to meet the specification requirements. Record and submit all test results and pertinent information on Department-provided Excel templates to the Engineer electronically by means of a portable USB flash drive, compact disc, or via email.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Section 5.3, "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Quality Control			
Gradation[1] Asphalt content[1] Laboratory-molded density[2] Moisture content[3] Boil test[3]	Contractor	Engineer	1 working day of completion of the sublot
Production Quality Assurance			
Gradation[3] Asphalt content[3] Laboratory-molded density[1] Hamburg wheel test[2] Boil test[3] Binder tests[2]	Engineer	Contractor	1 working day of completion of the sublot
Placement Quality Control			
In-place air voids[2] Segregation[1] Longitudinal joint density[1] Thermal profile[1]	Contractor	Engineer	1 working day of completion of the lot
Placement Quality Assurance			
In-place air voids[1] Segregation[2] Longitudinal joint density[2] Thermal profile[2] Aging ratio[2]	Engineer	Contractor	1 working day of receipt of the trimmed cores for in-place air voids[4]
Pay adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every sublot.
2. Optional test. To be reported as soon as results become available.
3. To be performed at the frequency specified on the plans.
4. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided Excel template to calculate all pay adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the pay adjustment summary documentation for the lot.

Use the procedures described in Tex-233-F to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each sublot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

C. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval from the Engineer for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP to the Engineer before the mandatory pre-paving meeting. Receive the Engineer's approval of the QCP before beginning production. Include the following items in the QCP:

1. **Project Personnel.** For project personnel, include:
   - a list of individuals responsible for QC with authority to take corrective action;
   - contact information for each individual listed; and
   - copies of certification documents for individuals performing specified QC functions.

2. **Material Delivery and Storage.** For material delivery and storage, include:
   - the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
   - aggregate stockpiling procedures to avoid contamination and segregation;
   - frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
   - procedure for monitoring the quality and variability of asphalt binder.

3. **Production.** For production, include:
   - loader operation procedures to avoid contamination in cold bins;
   - procedures for calibrating and controlling cold feeds;
   - procedures to eliminate debris or oversized material;
   - procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistrip);
   - procedures for reporting job control test results; and
   - procedures to avoid segregation and drain-down in the silo.

4. **Loading and Transporting.** For loading and transporting, include:
   - type and application method for release agents; and
   - truck loading procedures to avoid segregation.

5. **Placement and Compaction.** For placement and compaction, include:
   - proposed agenda for mandatory pre-paving meeting, including date and location;
   - proposed paving plan (e.g., paving widths and lift thicknesses);
   - type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
   - procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
   - process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
   - paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
   - procedures to construct quality longitudinal and transverse joints.

D. Mixture Design.

1. **Design Requirements**. The Contractor may elect to design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the typical weight design example given in Tex-204-F, Part I, when using a TGC. Use the Superpave mixture design procedure given in Tex-204-F, Part IV, when using a SGC. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

   a. **Target Laboratory Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density or as noted in Table 9. The target laboratory-molded density may be increased in 0.5% increments, not to exceed 97.0%, at the Contractor's discretion.

   b. **Design Number of Gyrations (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

   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 Department maintains the Material Producer List of approved laboratories located at http://www.txdot.gov/business/resources/producer-list.html. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

   The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided Excel template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume)
and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
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	70.0–90.0
#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, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.0	12.0	13.0	14.0	15.0

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5[1]
Design gyrations (Ndesign for SGC)	Tex-241-F	50[2]
Indirect tensile strength (dry), psi	Tex-226-F	85–200[3]
Boil test[4]	Tex-530-C	–

1. May be adjusted in 0.5% increments within a range of 96.0% to 97.5% when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
2. May be adjusted within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes[1] @ 12.5 mm[2] Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000
PG 70		15,000
PG 76 or higher		20,000

1. May be decreased or waived when shown on the plans.
2. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.

2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommend rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 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 JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than two trial batches per design are required.

   a. **Contractor's Responsibilities.**

      (1) **Providing Gyratory Compactor.** Use a TGC calibrated in accordance with Tex-914-K when electing or required to design the mixture in accordance with Tex-204-F, Part I, for molding production samples. Furnish an SGC calibrated in accordance with Tex-241-F when electing or required to design the mixture in accordance with Tex-204-F, Part IV, for molding production samples. If the SGC is used, locate the SGC at the Engineer's field laboratory and make the SGC available to the Engineer for use in molding production samples.

      (2) **Gyratory Compactor Correlation Factors.** Use Tex-206-F, Part II, to perform a gyratory compactor correlation when the Engineer uses a different gyratory compactor. Apply the correlation factor to all subsequent production test results.

      (3) **Submitting JMF1.** Furnish the Engineer a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. If opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, provide the Engineer with approximately 10,000 g of the design mixture and request that the Department perform the Hamburg Wheel test.

(4) Supplying Aggregate. Provide the Engineer with approximately 40 lb. of each aggregate stockpile unless otherwise directed.

(5) Supplying Asphalt. Provide the Engineer at least 1 gal. of the asphalt material and sufficient quantities of any additives proposed for use.

(6) Ignition Oven Correction Factors. Determine the aggregate and asphalt correction factors from the ignition oven in accordance with Tex-236-F. Prior to the trial batch production, provide the Engineer with split samples of the mixtures, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for quality assurance testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design, if the mixture design and ignition oven are the same as previously used unless otherwise directed.

(7) Boil Test. Perform the test and retain the tested sample from Tex-530-C until completion of the project or as directed by the Engineer. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

(8) Trial Batch Production. Upon receiving conditional approval of JMF1 and authorization from the Engineer to produce a trial batch, provide a plant-produced trial batch, including the WMA additive or process, if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. In lieu of a new trial batch, the Engineer may accept test results from recent production of the same mixture.

(9) Trial Batch Production Equipment. To produce the trial batch, use only equipment and materials proposed for use on the project.

(10) Trial Batch Quantity. Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.

(11) Number of Trial Batches. Produce trial batches as necessary to obtain a mixture that meets the specification requirements.

(12) Trial Batch Sampling. Obtain a representative sample of the trial batch and split it into three equal portions, in accordance with Tex-222-F. Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.

(13) Trial Batch Testing. Test the trial batch to ensure that the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. The trial batch mixture must also be in compliance with the Hamburg Wheel requirement in Table 10. Use an approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel

test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.

(14) Development of JMF2. After the Engineer grants full approval of JMF1 based on results from the trial batch, evaluate the trial batch test results, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt content or gradation to achieve the specified target laboratory-molded density. The asphalt content established for JMF2 is not required to be within any tolerance of the optimum asphalt content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt content for JMF2 is more than 0.5% lower than the optimum asphalt content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.

(15) Mixture Production. After receiving approval for JMF2 and receiving a passing result from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch, use JMF2 to produce Lot 1 as described in Section 3268.4.I.3.a.(1), "Lot 1 Placement." As an option, once JMF2 is approved, proceed to Lot 1 production at the Contractor's risk without receiving the results from the Department's Hamburg Wheel test on the trial batch.

If electing to proceed without Hamburg Wheel test results from the trial batch, notify the Engineer. Note that the Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

(16) Development of JMF3. Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

(17) JMF Adjustments. If necessary, adjust the JMF before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start on a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

(18) Requesting Referee Testing. If needed, use referee testing in accordance with Section 3268.4.I.1, "Referee Testing," to resolve testing differences with the Engineer.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer[1]
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0[2,3]	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0[2,3]	±3.0
% passing the #200 sieve			±2.0[2,3]	±1.6
Asphalt content, %	Tex-236-F	±0.5	±0.3[3]	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	Tex-204-F	Note 4	Note 4	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

b. Engineer's Responsibilities.

(1) Gyratory Compactor. For mixtures designed in accordance with Tex-204-F, Part I, the Engineer will use a Department TGC, calibrated in accordance with Tex-914-K, to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

For mixtures designed in accordance with Tex-204-F, Part IV, the Engineer will use a Department SGC, calibrated in accordance with Tex-241-F, to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

(2) Conditional Approval of JMF1 and Authorizing Trial Batch. Within 2 working days of receiving the mixture design report (JMF1) and all required materials and Contractor-provided Hamburg Wheel test results, the Engineer will review the Contractor's mix design report and verify conformance with all aggregates, asphalt, additives, recycled materials, and mixture specifications. The Engineer will grant the Contractor conditional approval of JMF1, if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days is allowed for

conditional approval of JMF 1. The Engineer will base full approval of JMF1 on test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3268.2.A.1.b, "Micro-Deval Abrasion." If the Engineer's test results are pending after 2 working days, conditional approval of JMF1 will still be granted within 2 working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

(3) **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with Tex-242-F to verify compliance with the Hamburg Wheel test requirement in Table 10.

(4) **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for quality assurance testing during production in accordance with Tex-236-F.

(5) **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with Tex-242-F to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- Tex-226-F, to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- Tex-530-C, to retain and use for comparison purposes during production.

(6) **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

(7) **Approval of JMF2.** The Engineer will approve JMF2 within 1 working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt content established for JMF2 is not required to be within any tolerance of the optimum asphalt content established for JMF1; however, mixture

produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt content for JMF2 is more than 0.5% lower than the optimum asphalt content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

(8) Approval of Lot 1 Production. The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department's or Department-approved laboratory's sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor's expense.

(9) Approval of JMF3 and Subsequent JMF Changes. JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

E. Production Operations. Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt content of:

- either RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

1. 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 legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr unless otherwise approved.

2. 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 (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced at more than 350°F.

When WMA is required, produce the WMA within the target temperature discharge range of 215°F and 275°F. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. If requested, determine the moisture content by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

F. Hauling Operations. Before use, clean all truck beds to ensure that mixture is not contaminated. When a release agent is necessary, use a release agent on the Department's Material Producer List to coat the inside bed of the truck.

Use only equipment for hauling as defined in Section 3268.4.G.3.c, "Hauling Equipment." Other hauling equipment may be used when allowed by the Engineer.

G. Placement Operations. Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed by the Engineer. When the Pave-IR system is not used for specification compliance, use a non-contact infrared thermometer to measure and record the internal temperature of the mixture as discharged from the truck or material transfer device prior to or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

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 that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

1. Weather Conditions.

a. When Using a Pave-IR System for Specification Compliance. The Contractor may pave any time the roadway is dry and the roadway surface temperature is at least 32°F; however, the Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hours of paving. Operate the Pave-IR system in accordance with Tex-244-F and demonstrate to the Engineer that no recurring severe thermal segregation exists. Provide the Engineer with the automated report described in Tex-244-F on a daily basis unless otherwise directed.

b. When Not Using a Pave-IR System for Specification Compliance. Place mixture when the roadway surface temperature is equal to or higher than the temperatures listed in Table 13 unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a handheld infrared thermometer. The Engineer may allow mixture placement to begin prior to the roadway surface reaching the required temperature requirements, if conditions are such that the roadway surface will reach the required temperature within 2 hours of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hours of paving.

Table 13
Minimum Pavement Surface Temperatures

Originally Specified High Temperature Binder Grade	Minimum Pavement Surface Temperatures in Degrees Fahrenheit	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64 or lower	45	50
PG 70	55[1]	60[1]
PG 76 or higher	60[1]	60[1]

1. Contractors may pave at temperatures 10°F lower than these values when utilizing a paving process including WMA or equipment that eliminates thermal segregation. In such cases, the Contractor must use either a hand held thermal camera or a hand held infrared thermometer operated in accordance with Tex-244-F to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

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 the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely prior to placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

3. **Lay-Down Operations.**

   a. **Thermal Profile.** Use a thermal camera or an infrared thermometer to obtain thermal profiles on each sublot in accordance with Tex-244-F. When the Pave-IR system is not used for specification compliance, the Engineer will obtain a thermal profile at least once per project. Thermal profiles are not applicable in areas described in Section 3268.4.I.3.a(4), "Miscellaneous Areas."

   Within 1 working day of the completion of each lot, provide the Engineer with the thermal profile of every sublot within the lot. Report the results of each thermal profile in accordance with Section 3268.4.B, "Reporting and Responsibilities."

   (1) Moderate Thermal Segregation. Any areas that have a temperature differential greater than 25°F but not exceeding 50°F are deemed as having moderate thermal segregation. Take immediate corrective action to eliminate the moderate thermal segregation. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3268.4.I.3.c(2), "Segregation (Density Profile)."

   (2) Severe Thermal Segregation. Any areas that have a temperature differential greater than 50°F are deemed as having severe thermal segregation. When the Pave-IR system is not used for specification compliance, no production or placement bonus will be paid for any sublot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3268.4.I.3.c(2), "Segregation (Density Profile)." Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The sublot in question may receive a production and placement bonus if applicable when the defective material is successfully removed and replaced.

   (3) Use of the Pave-IR System. In lieu of obtaining thermal profiles on each sublot using a thermal camera or an infrared thermometer, the Contractor

may use the Pave-IR system (paver mounted infrared bar) to obtain a continuous thermal profile in accordance with Tex-244-F. When electing to use the Pave-IR system, notify the Engineer prior to beginning placement operations and specify if using the Pave-IR system for specification compliance or for information only. When electing to use the Pave-IR system for information only, use a thermal camera or an infrared thermometer to obtain thermal profiles in accordance with Tex-244-F. When electing to use the Pave-IR system for information only, segregation density profiles are applicable.

When using the Pave-IR system for specification compliance, review the output results on a daily basis. Unless otherwise directed, provide the automated report described in Tex-244-F to the Engineer for review. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the Pave-IR system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and are not applicable when using the Pave-IR system for specification compliance. Upon completion of use of the Pave-IR system for specification compliance or as requested by the Engineer, provide the Engineer with electronic copies of all daily data files that can be used with the Pave-IR system software to generate temperature profile plots.

b. 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.

c. Hauling Equipment. The Contractor may elect to use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a Pave-IR system is used for specification compliance unless otherwise allowed by the Engineer.

d. Screed Heaters. If the paver stops for more than 5 minutes, turn off screed heaters to prevent overheating of the mat. If the screed heater remains on for more than 5 minutes while the paver is stopped, the Engineer may evaluate the suspect area in accordance with Section 3268.4.I.3.c(4),"Recovered Asphalt Dynamic Shear Rheometer (DSR)."

H. Compaction. Uniformly compact the pavement to contain between 3.8% and 8.5% in-place air voids. When the in-place air voids exceed the range of 3.8% and 8.5%, take immediate corrective action to bring the operation within these tolerances. Areas defined in Section 3268.4.I.3.a(4), "Miscellaneous Areas," are not subject to in-place air void determination. In all other areas, the Engineer may obtain and test cores and may suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or greater than 9.9%. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

On the first day of production, use the control strip method given in Tex-207-F, Part IV, to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

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 rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

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.

I. Acceptance Plan. Pay adjustments for the material will be in accordance with Article 3268.6, "Payment."

Sample and test the hot mix on a lot and sublot basis. If the production pay factor given in Section 3268.6.A, "Production Pay Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3268.6.B, "Placement Pay Adjustment Factors," for two consecutive lots is below 1.000, suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in pay factors of at least 1.000.

1. Referee Testing. The Construction Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within 5 working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the sublot in question and only for the particular tests in question. Allow 10 working days from the time the samples are received at the referee laboratory for test results to be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer than the Contractor's test results to the referee test results.

The Construction Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the

referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish pay adjustment factors for the sublot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement pay adjustment factor for any sublot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3268.6.B.2, "Placement Sublots Subject to Removal and Replacement."

2. Production Acceptance.

a. Production Lot. A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt content for JMF2 is more than 0.5% lower than the optimum asphalt content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. If the indirect tensile strength exceeds 200 psi, take corrective action to bring the mixture within specification compliance unless otherwise directed.

(1) Incomplete Production Lots. If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3268.6.A, "Production Pay Adjustment Factors." Close all lots within 5 working days unless otherwise allowed by the Engineer.

b. Production Sampling.

(1) Mixture Sampling. Obtain hot mix samples from trucks at the plant in accordance with Tex-222-F. The sampler will split each sample into three equal portions in accordance with Tex-200-F and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

(a) Random Sample. At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with Tex-225-F. For each sublot, take one

sample at the location randomly selected. The Engineer will perform or witness the sampling of production sublots.

(b) Blind Sample. For one sublot per lot, the Engineer will obtain and test a "blind" sample in lieu of the random sample collected by the Contractor. The Contractor may test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with Tex-225-F for any sublot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

(2) Informational Cantabro and Overlay Testing. During the first week of production, randomly select one sublot from Lot 2 or higher for Cantabro and Overlay testing. Obtain and provide the Engineer with approximately 150 lb. (70 kg) of mixture in sealed containers, boxes, or bags labeled with CSJ, mixture type, lot, and sublot number. The Engineer will ship the mixture to the Construction Division for Cantabro and Overlay testing. Results from these tests will not be used for specification compliance.

(3) Asphalt Binder Sampling. Obtain a 1 qt. sample of the asphalt binder for each lot of mixture produced. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. Label the can with the corresponding lot and sublot numbers and deliver the sample to the Engineer. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample, the Engineer will split a sample of the asphalt binder with the Contractor. The Engineer will test at least one asphalt binder sample per project to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

c. Production Testing. The Contractor and Engineer must perform production tests in accordance with Table 14. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

If the Engineer's laboratory-molded density on any sublot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

If the aggregate mineralogy is such that Tex-236-F does not yield reliable results, the Engineer may allow alternate methods for determining the asphalt content and aggregate gradation. Provide evidence that results from Tex-236-F

are not reliable before requesting permission to use an alternate method unless otherwise directed. If an alternate test method is allowed, use the applicable test procedure as directed.

Table 14
Production and Placement Testing Frequency

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency[1]
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	1 per sublot	1 per 12 sublots
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	Tex-207-F	N/A	1 per sublot
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	Tex-204-F		
Segregation (density profile)[5]	Tex-207-F, Part V	1 per sublot	1 per project
Longitudinal joint density	Tex-207-F, Part VII		
Moisture content	Tex-212-F, Part II	When directed	
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	1 per sublot
Asphalt content	Tex-236-F	1 per sublot	1 per lot
Hamburg Wheel test	Tex-242-F	N/A	1 per project
Recycled Asphalt Shingles (RAS)[2]	Tex-217-F, Part III	N/A	
Thermal profile[5]	Tex-244-F	1 per sublot	
Asphalt binder sampling and testing	Tex-500-C	1 per lot (sample only)	
Tack coat sampling and testing	Tex-500-C, Part III	N/A	
Boil test[3]	Tex-530-C	1 per lot	
Cantabro loss[4]	Tex-245-F	1 per project (sample only)	
Overlay test[4]	Tex-248-F		

1. For production defined in Section 3268.I.4, "Exempt Production," the Engineer will test at the frequency listed in the Department's *Guide Schedule of Sampling and Testing* and this specification.
2. Testing performed by the Construction Division or designated laboratory.
3. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
4. Testing performed by the Construction Division and for informational purposes only.
5. Not required when the Pave-IR system is used for specification compliance.

d. Operational Tolerances. Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates that the next mixture produced will be within the operational tolerances.

(1) Gradation. Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A sublot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Unless otherwise directed, suspend production when test results for gradation exceed the operational tolerances for three consecutive sublots on the same sieve or four consecutive sublots on any sieve. The consecutive sublots may be from more than one lot.

(2) Asphalt Content. A sublot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement bonus will be paid for any sublot that is out of operational tolerance for asphalt content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt content deviates from the current JMF by more than 0.5% for any sublot.

(3) Voids in Mineral Aggregates (VMA). The Engineer will determine the VMA for every sublot. For sublots when the Engineer does not determine asphalt content, the Engineer will use the asphalt content results from quality control testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any sublot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement bonus will be paid for any sublot that does not meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the sublot to be left in place without payment.

(4) Hamburg Wheel Test. The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. When the production or core samples fail the Hamburg Wheel test criteria in Table 10, suspend production until further Hamburg Wheel tests meet the specified values. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by retesting the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

e. **Individual Loads of Hot Mix.** The Engineer can reject individual truckloads of hot mix. When a load of hot mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load and the Engineer may require removal.

3. **Placement Acceptance.**

a. **Placement Lot.** A placement lot consists of four placement sublots. A placement sublot consists of the area placed during a production sublot.

(1) **Lot 1 Placement.** Placement bonuses for Lot 1 will be in accordance with Section 3268.6.B, "Placement Pay Adjustment Factors;" however, no placement penalty will be assessed for any sublot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any sublot with in-place air voids less than 2.7% or greater than 9.9%.

(2) **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3268.4.I.2.a(1), "Incomplete Production Lots," excluding areas defined in Section 3268.4.I.3.a(4), "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production sublot.

(3) **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

(4) **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3268.4.H, "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

b. Placement Sampling. At the beginning of the project, the Engineer will select random numbers for all placement sublots. The Engineer will provide the Contractor with the placement random numbers immediately after the sublot is completed. Mark the roadway location at the completion of each sublot and record the station number. Determine one random sample location for each placement sublot in accordance with Tex-225-F. If the randomly generated sample location is within 2 ft. of a joint or pavement edge, adjust the location by no more than necessary to achieve a 2-ft. clearance.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the sublot and a 1.000 pay factor will be assigned to that sublot.

Provide the equipment and means to obtain and trim roadway cores on site. On site is defined as in close proximity to where the cores are taken. Obtain the cores within 1 working day of the time the placement sublot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement sublot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. If an adequate bond does not exist between the current and underlying layer, take corrective action to ensure that an adequate bond will be achieved during subsequent placement operations.

Immediately after obtaining the cores from the roadway, trim the cores in accordance with Tex-207-F if the core heights meet the minimum untrimmed values listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and sublot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Prior to turning the trimmed cores over to the Engineer, the Contractor may elect to wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may elect to have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use the Construction Division's protocol to provide a secure means and process that protects the integrity of the cores during transport.

If the core height before trimming is less than the minimum untrimmed value shown in Table 12, decide whether to include the pair of cores in the air void determination for that sublot. If electing to have the cores included in air void determination, trim the cores as described above before delivering to the Engineer. If electing to not have the cores included in air void determination, deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination. The placement pay factor for the sublot will be 1.000 if cores will not be included in air void determination.

In lieu of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Immediately after obtaining the cores, dry the core holes and tack the sides and bottom. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

c. **Placement Testing.** Perform placement tests in accordance with Table 14. After the Engineer returns the cores, the Contractor has the option to test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 11.

(1) **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core to determine the placement pay adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

(2) **Segregation (Density Profile).** Test for segregation using density profiles in accordance with Tex-207-F, Part V. Density profiles are not required and are not applicable when using the Pave-IR system for specification

compliance. Density profiles are not applicable in areas described in Section 3268.4.I.3.a(4), "Miscellaneous Areas."

Unless otherwise approved, perform a density profile every time the paver stops for more than 60 seconds, on areas that are identified by either the Contractor or the Engineer as having thermal segregation, and on any visibly segregated areas. If the paver does not stop for more than 60 seconds, and there are no visibly segregated areas or areas that are identified as having thermal segregation, perform a minimum of one profile per sublot.

Within 1 working day of the completion of each lot, provide the Engineer with the density profile of every sublot within the lot. Report the results of each density profile in accordance with Section 3268.4.B, "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 15. No production or placement bonus will be paid for any sublot that contains a failing density profile. When the Pave-IR system is not used for specification compliance, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3268.4.I.3.c(5), "Irregularities." The sublot in question may receive a production and placement bonus if applicable when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if two consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

Table 15
Segregation (Density Profile) Acceptance Criteria

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type A & Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

(3) Longitudinal Joint Density.

(a) Informational Tests. While establishing the rolling pattern, perform joint density evaluations, and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations at least once per sublot unless otherwise directed.

(b) Record Tests. For each sublot, perform a joint density evaluation at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3268.4.I.3.a(4), "Miscellaneous Areas." Determine the joint density in accordance with Tex-207-F, Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make an independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Within 1 working day of the completion of each lot, provide the Engineer with the joint density of every sublot within the lot. Report the results of each joint density in accordance with Section 3268.4.B, "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

(4) Recovered Asphalt Dynamic Shear Rheometer (DSR). When the Pave-IR system is not used for specification compliance, the Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Construction Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with Tex-211-F.

(5) Irregularities. Identify and correct irregularities including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than 1 day while the Contractor is taking appropriate corrective action.

4. **Exempt Production.** When the anticipated daily production is less than 1,000 tons, the total production for the project is less than 5,000 tons, or when mutually agreed between the Engineer and the Contractor, the Engineer may deem the mixture as exempt production. Production may also be exempt when shown on the plans.

   For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, and the production and placement pay factors are 1.000. All other specification requirements apply, and the Engineer will perform acceptance tests for production and placement listed in Table 14 at the frequency listed in the Department's *Guide Schedule of Sampling and Testing*.

   For exempt production:

   - produce, haul, place, and compact the mixture in compliance with the specification and as directed by the Engineer;
   - control mixture production to yield a laboratory-molded density that is within ± 1.0% of the target laboratory-molded density as tested by the Engineer;
   - compact the mixture in accordance with Section 3268.4.H, "Compaction"; and
   - when the Contractor elects not to use the Pave-IR system for specification compliance, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

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."

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under Article 3268.5, "Measurement," will be paid for at the unit price bid for "Dense Graded Hot-Mix Asphalt" 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.

   Pay adjustments for bonuses and penalties will be applied as determined in this Item; however, a pay adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A pay adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code.

Applicable pay adjustment bonuses will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint density in accordance with Section 3268.4.B, "Reporting and Responsibilities." If the Contractor uses the Pave-IR system for specification compliance, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the Pave-IR system automated reports described in Tex-244-F are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Pay adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

A. Production Pay Adjustment Factors. The production pay adjustment factor is based on the laboratory-molded density using the Engineer's test results. A pay adjustment factor will be determined from Table 16 for each sublot using the deviation from the target laboratory-molded density defined in Table 9. The production pay adjustment factor for completed lots will be the average of the pay adjustment factors for the four sublots sampled within that lot.

Table 16
Production Pay Adjustment Factors for Laboratory-Molded Density[1]

Absolute Deviation from Target Laboratory-Molded Density	Production Pay Adjustment Factor (Target Laboratory-Molded Density)
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any sublot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

1. Payment for Incomplete Production Lots. Production pay adjustments for incomplete lots, described under Section 3268.4.I.2.a(1), "Incomplete Production Lots," will be calculated using the average production pay factors from all sublots

sampled. A production pay factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples.

2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any sublot results in a "remove and replace" condition as listed in Table 16, the Engineer may require removal and replacement, or may allow the sublot to be left in place without payment. The Engineer may also elect to accept the sublot in accordance with Item 5, "Control of the Work," Section 5.3.A, "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

B. Placement Pay Adjustment Factors. The placement pay adjustment factor is based on in-place air voids using the Engineer's test results. A pay adjustment factor will be determined from Table 17 for each sublot that requires in-place air void measurement. A placement pay adjustment factor of 1.000 will be assigned to the entire sublot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement pay adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3268.4.I.3.a(4), "Miscellaneous Areas." The placement pay adjustment factor for completed lots will be the average of the placement pay adjustment factors for up to four sublots within that lot.

Table 17
Placement Pay Adjustment Factors for In-place Air Voids

In-place Air Voids	Placement Pay Adjustment Factor	In-place Air Voids	Placement Pay Adjustment Factor
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

1. **Payment for Incomplete Placement Lots.** Pay adjustments for incomplete placement lots described under Section 3268.4.I.3.a(2), "Incomplete Placement Lots," will be calculated using the average of the placement pay factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination. A placement pay adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples.

2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement pay adjustment factor for any sublot results in a "remove and replace" condition as listed in Table 17, the Engineer will choose the location of

two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Construction Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt. The average bulk specific gravity of the cores will be divided by the Engineer's average maximum theoretical specific gravity for that lot to determine the new pay adjustment factor of the sublot in question. If the new pay adjustment factor is 0.700 or greater, the new pay adjustment factor will apply to that sublot. If the new pay adjustment factor is less than 0.700, no payment will be made for the sublot. Remove and replace the failing sublot, or the Engineer may allow the sublot to be left in place without payment. The Engineer may also elect to accept the sublot in accordance with Item 5, "Control of the Work," Section 5.3.A "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

C. Total Adjusted Pay Calculation. Total adjusted pay (TAP) will be based on the applicable pay adjustment factors for production and placement for each lot.

$TAP = (A+B)/2$

where:

A = Bid price × production lot quantity × average pay adjustment factor for the production lot

B = Bid price × placement lot quantity × average pay adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

Production lot quantity = Quantity actually placed - quantity left in place without payment

Placement lot quantity = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

SPECIAL SPECIFICATION

4035

Reinforced Concrete Low-Head Pressure Pipe

1. Description. Furnish and install reinforced concrete low-head pressure pipe 12 to 108-in. inclusive, internal diameter. Install the pipe in accordance with the requirements of these specifications, to the lines and grades shown on the plans, and the classes, sizes and dimensions shown thereon. The installation of pipe includes all joints or connections to new or existing pipe, wells, vents, inlets, headwalls, etc., as may be required to complete the work.

2. Materials.

Provide reinforced concrete low-head pressure pipe that conforms to the requirements of ASTM C 361 except for the following modifications:

A. The article entitled "Classification" is hereby voided and replaced by the correspondingly named article of ASTM C 76 for Class II, III, IV and V Pipe.

B. The article entitled "Bases of Acceptance" is hereby voided and replaced by the correspondingly named article of ASTM C 76.

C. The following section of the article entitled "Materials" is supplemented by the following:

1. Cement: Type II Cement will be required unless otherwise noted on the plans.

D. All reference to methods pertaining to testing the strength of the concrete contained in articles entitled "Materials" and "Physical Test Requirements" are voided and replaced by the following:

The strength requirements for the concrete must meet the design requirements of ASTM C 76 for Class II, III, IV and V Pipe.

Perform Three-Edge Bearing tests for Classes II, III, IV and V Pipe on one pipe for each 100 pipe or fraction thereof of each size and class for the load to produce a 0.01 in. crack and, at the discretion of the Engineer, the ultimate load. Plainly mark "TEST" with durable paint on both top and bottom and do not use the pipe sections tested only to the 0.01 in. crack.

E. The article entitled "Design" is hereby voided and replaced by the correspondingly named article of ASTM C 76 with the exception of the following:

1. Circumferential Reinforcement: Use circumferential reinforcement at each end of the pipe unit that consists of 2 complete coils or rings in which the end is lapped or welded. Unless otherwise shown on the plans, the clear distance of the end coil

or ring must not be less than 1/2 in. nor more than 1 in. from the end of the pipe unit.

2. **Longitudinal Reinforcement**: Extend the longitudinals the full length of the pipe. The longitudinal bars provided in the bell may be continuous bars or spliced to the main longitudinal bars.

3. **Joints**: Construct all joints to the requirements of ASTM C 361.

F. In addition to the requirements included under the Section "Joints" of ASTM C 361, the joints must meet the following requirements (see attached typical joint drawing for illustration of joint details for pipe having an internal diameter or 12 in. to 60 in. inclusive; for pipes with internal diameters larger than 60", joint design details will be submitted to the Engineer for approval).

1. Construct a joint of all concrete design with gasket retained in a groove, using an endless gasket of round cross-section.

2. Construct the thickness of spigot shell at end of spigot that is not less than 80% of thickness of pipe shell.

3. Use a finish of the inner surface of the bell or groove and surfaces of the spigot or tongue that is in accordance to the requirements of ASTM C 443.

G. The article entitled "Physical Test Requirements" is hereby supplemented by the following:

Use a method and equipment to manufacture the pipe that produces a uniformly dense concrete free from porous areas. When tested for absorption as provided in ASTM C 76 "Absorption Test Requirement of Concrete", the absorption shall not exceed 5%.

H. The article "Hydrostatic Tests" is hereby voided and replaced with the following:

For Classes II, III, IV and V Pipe, hydrostatic tests on pipe will not be required.

I. The article entitled "Hydrostatic Test on Rubber Gasket Joints" is hereby voided and replaced with the following:

For Classes II, III, IV and V Pipe, hydrostatic tests on rubber gasket joints will not be required provided the manufacturer provides adequate gauging devices and properly checks the pipe with same to assure that all dimensions of pipe affecting water tightness of the joints are within the required tolerances. Gauge tests of pipe sections selected for other tests in the presence of the inspector.

3. Construction. The construction methods are to be in accordance with Item 464, "Reinforced Concrete Pipe", except for the following modifications.

A. References to jointing are hereby voided.

B. Install rubber gasket joints by forcing the spigot or tongue of each pipe section (with the gasket in place) into the bell or groove of the previously laid joint with approved device that will smoothly force the sections together and so that the gasket is properly seated

and compressed. Adequately lubricate the bell and spigot or groove and tongue with soft soap or other approved lubricant before the sections are forced together.

C. Construct angles or bends in pipe lines by using either prefabricated angle joints or a reinforced concrete collar. Unless otherwise shown on the plans, use collars of such width that each pipe section will be imbedded in the collar a minimum of 6 in. Construct the thickness of the collar outside the pipe that is a minimum of 6 in. Furnish reinforcement in the collar that consists of at least one layer of 6 in. x 6 in., No. 6 gage x 6 gage steel wire fabric or heavier, supplemented by additional circumferential reinforcing steel as required to provide reinforcing at least equal to that in the pipe. Lap the fabric at least 6 in. Furnish Class A or C concrete and form and place monolithically.

D. Where pipe connects to headwalls or wells at the bell end of pipe lines, cut off the bell and lay the pipe so that the normal pipe section extends into the headwall or well.

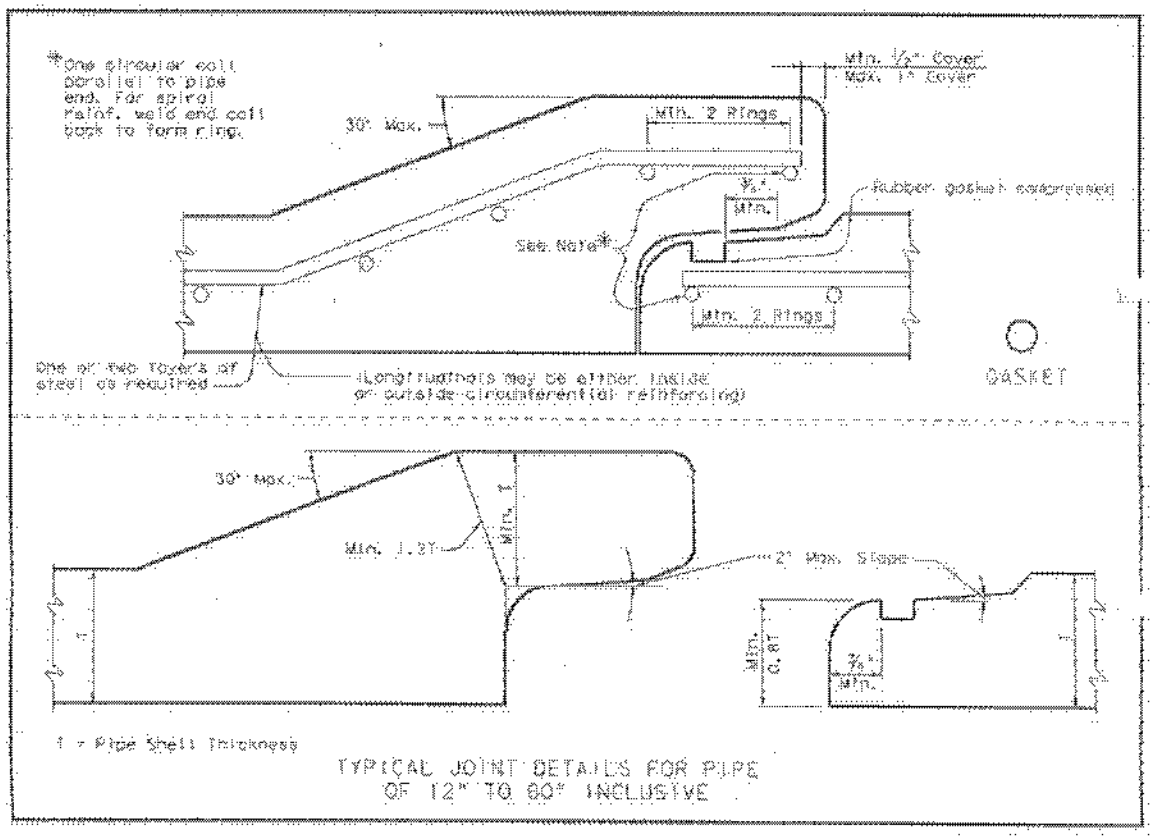
4. Measurement. This Item will be measured by the foot of pipe complete in place in accordance with these specifications. Such measurement will be made between the ends of the pipe barrel along the central axis as installed. Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of its central axis with the outside surface of the pipe into which it connects. Where inlets, manholes, junction chambers or other structures are included in lines of pipe, that length of pipe provided for tying into the structure wall will be included for measurement but no other portion of the structure length or width will be included.

Excavation in natural ground for installing concrete pipe will be measured as prescribed in Item 400, "Excavation and Backfill for Structures".

Unless otherwise shown on the plans, structural excavation for pipe headwalls will not be measured but will be considered subsidiary to the various bid items.

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 Low-Head Pressure Pipe" of the class and size specified. This price is full compensation for constructing, furnishing, transporting, placing, and jointing the pipe; the excavation, hauling and placing of earth cushion material where required for bedding pipe in rock excavation; the preparation and shaping of beds; hauling, placing and jointing of pipes; for end finish; for all connections to existing structures and for all other items of materials, labor, equipment, tools, and incidentals necessary to complete the pipe line in accordance with the plans and this Item, except excavation and backfill; which will be paid for in accordance with Item 400, "Excavation and Backfill for Structures". The excavation of rock or other incompressible materials, as may be required in providing proper bedding, will be paid for in accordance with Item 400, "Excavation and Backfill for Structures". Where pipes are laid on a skew, full compensation for cutting the ends parallel with the centerline of the highway will be considered as included in the price paid for linear foot for the designated item of pipe and no additional allowance will be made therefore.

Protection methods for excavations greater than 5 ft. in depth will be measured and paid for as required under Item 402, “Trench Excavation Protection,” or Item 403, “Temporary Special Shoring.”



TYPICAL JOINT DETAILS FOR PIPE OF 12" TO 60" INCLUSIVE

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.

SPECIAL SPECIFICATION

4269

Pressure Irrigation PVC Pipe

1. **Description.** This Item shall govern for the furnishing and installing of polyvinyl chloride (PVC) pipe for a pressure irrigation pipe system. The pipes shall be the sizes, types, design and dimensions shown on the plans and shall include all connections and joints to new or existing pipes and other appurtenances as may be required to complete the work.

2. **Materials.** Unless otherwise specified on the plans or herein, Pressure Irrigation PVC pipe and joint fittings shall conform to the following:

   PVC pipe shall be manufactured from virgin compounds in accordance with ASTM D2241, and shall meet or exceed the requirements of ASTM D1784 for the cell class 12454B.

   The Contractor shall furnish the Engineer with manufacturer documentation certifying that the Pressure Irrigation PVC pipe and joint fittings comply with the requirements of this specification. All pipe shall be marked with the ASTM resin cell classification and the date of manufacture.

3. **Inspection.** The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

4. **Section Properties.** The Contractor shall provide polyvinyl chloride pipe that meets the following minimum values of pipe wall thickness for 100 psi.

Polyvinyl Chloride Pipe (PVC)

Nominal Pipe Diameter	Min. Wall Thickness	Weight (lbs/ft)
6”	0.150	1.9
8”	0.199	3.3
10”	0.249	5.2
12”	0.299	7.5
15”	0.373	11.7
18”	0.496	17.6
21”	0.538	24.6
24”	0.605	32.4

5. **Joints.** Joints shall maintain pipe alignment and prevent infiltration of material during the life of the installation. Joints shall consist of an external sleeve and gasket system or an

integral gasketed system, and shall conform to ASTM D3139. Gasket material shall conform to either ASTM D1056 or ASTM F477.

6. **Construction.** Only trench installation of Pressure Irrigation PVC pipe will be permitted, except where Pressure Irrigation PVC pipe is placed in casing pipe meeting the requirements of Item 464, "Reinforced Concrete Pipe"or Item 4035, "Reinforced Concrete Low-Head Pressure Pipe".

A. **Excavation.** All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures".

B. **Shaping and Bedding.** The pipe shall be bedded in a foundation of compacted cohesionless material, such as sand, crushed stone, or pea gravel, with maximum size not exceeding 3/8". This material shall extend a minimal of 6 in. below the outermost corrugations or ribs, and shall be carefully and accurately shaped to fit the lowest part of the pipe exterior for at least 10% of the overall height. When requested by the Engineer, the Contractor shall furnish a template for each size and shape of pipe to be placed for use in checking the shaping of the bedding. The template shall consist of a thin plate or board cut to match the lower half of the cross section of the pipe.

C. **Laying Pipe.** Unless otherwise authorized by the Engineer, the laying of pipes on the bedding shall be started at the outlet end with the separate sections firmly joined together. Proper facilities shall be provided for hoisting and lowering the section of the pipe into the trench without damaging the pipe or disturbing the bedding and side of the trench. Any pipe which is not in alignment or which shows any undue settlement after laying shall be removed and relayed at the Contractor's expense.

Multiple installation of Pressure Irrigation PVC pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise indicated on the plans, the following clear distances between outer surfaces of adjacent pipes shall be maintained:

Nominal Pipe Diameter	**Clear Distance Between Pipes**
18"	1'-2"
24"	1'-5"
30"	1'-8"
36"	1'-11"

D. **Reuse of Existing Appurtenances.** When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed and moved to the new position previously prepared, by approved methods.

Connections shall conform to the requirements for joining sections of pipes as indicated herein or as shown on the plans. Any existing appurtenances damaged during moving operations shall be restored to their original condition at the Contractor's expense. The Contractor, if he so desires, may remove and dispose of the existing headwalls and aprons and construct new headwalls at his own expense, in accordance with the pertinent specifications and design indicated on the plans or as furnished by the Engineer.

E. **Connections and Stub Ends.** Connections of irrigation pipe to existing irrigation or appurtenance shall be as shown on the plans or as directed by the Engineer. The bottom of the existing structure shall be mortared or concreted if necessary, to eliminate any drainage

pockets created by the new connection. Where the sewer is connected into existing structures which are to remain in service, any damage to the existing structure resulting from making the connection shall be restored by the Contractor to the satisfactions of the Engineer. Stub ends, for connections to future work not shown on the plans, shall be sealed by installing watertight plugs into the free end of the pipe.

F. Backfilling. Particular attention is necessary when backfilling PVC pipe. After the pipe structure has been installed as required by the plan details it shall be backfilled according to the following, except where it is placed in steel casing:

Type I. Backfill consists of Item 401, "Flowable Backfill". The flowable backfill shall be placed across the entire width of the trench and shall maintain a minimum depth of 12 in. above the pipe.

Type II. Backfill consists of a cohesionless material, such as sand, crushed stone, or pea gravel, and having a maximum size not to exceed 3/8". The backfill material shall be placed along both sides of the completed structure(s) to a depth of 12 in. above the pipe. The backfill shall be placed in uniform layers not exceeding 6 in. in depth (loose measurement), wetted if required, and thoroughly compacted between adjacent structures and between the structure and the sides of the trench. Until a minimum cover of 12 in. is obtained, only hand operated tamping equipment will be allowed within vertical planes 2 ft. beyond the horizontal projection of the outside surfaces of the structure.

All pipe, excluding private driveway and side road culvert pipe, shall be backfilled with Type I backfill. For private driveway and side road culvert pipe the Contractor shall have the option of using either Type I or Type II backfill.*(This spec is for irrigation pipe. Is it also intended for culverts?)*

Any backfill above Type I or Type II backfill material shall be placed in accordance with Item 400, "Excavation and Backfill for Structures". If Type I backfill is used a minimum of 24 hours shall elapse prior to backfilling the remaining portion of the trench with backfill material in accordance with Item 400, "Excavation and Backfill for Structures".

During the backfilling operations, special emphasis is placed upon the need for obtaining uniform backfill material and uniform compacted density throughout the length of the structure so that unequal pressure will be avoided. Extreme care is to be taken to insure proper backfill under the structure (haunch zone).

G. Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to be hauled over the structure until a minimum of 4 ft. of compacted fill (permanent or temporary) has been placed over the top of the structure.

Prior to adding each new layer of loose backfill material, until a minimum of 12 in. of cover is obtained, an inspection will be made of the inside periphery of the structure for local or unequal deformation caused by improper construction methods. Evidence of such will require corrective measures as directed by the Engineer.

Pipe damaged by the Contractor shall be removed and replaced by the Contractor at no additional cost to the State.

H. Treatment of Exposed Ends of Pipe. All exposed ends of the pipe shall be treated with concrete safety end treatment or metal end treatment as shown on the plans and conforming to the Item 467, "Safety End Treatment".

7. Measurement. This Item will be measured by the foot. Such measurements will be made between the ends of the barrel along its flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment ". Where spurs, branches or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of its flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.2. If no adjustment of quantities is required additional measurements or calculations will not be required.

Flowable backfill will not be measured, but considered subsidiary to this Item.

8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pressure Irrigation PVC Pipe (Type I backfill)", of the size specified or "Pressure Irrigation PVC Pipe (Type I or II backfill)", of the size specified or "Pressure Irrigation PVC Pipe", of the size specified. This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for all connections to new or existing structures, for moving and reusing headwalls where required; for removing and disposing of portions of existing structures as required; for the bedding and Type I or II backfill material as required; for cutting of pipe ends on skew; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation and backfill above the Type I or II backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

Safety end treatment will be paid for in accordance with Item 467, "Safety End Treatment".

Casing pipe will be paid for in accordance with Item 464, "Reinforced Concrete Pipe" or Item 4035, "Reinforced Concrete Low-Head Pressure Pipe".

2004 Specifications

SPECIAL SPECIFICATION

6266

Video Imaging Vehicle Detection System

1. Description. Install a Video Imaging Vehicle Detection System (VIVDS) that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device.

A VIVDS configuration for a single intersection will consist of 4 variable focal length cameras, VIVDS card rack processor system, and all associated equipment required to setup and operate in a field environment including a video monitor and/or laptop (if required), connectors and camera mounting hardware.

The system is composed of these principal items: the camera(s), the field communications link between the camera and the VIVDS processor unit, and the VIVDS processor unit along with a PC, video monitor or associated equipment required to setup the VIVDS and central control software to communicate to the VIVDS processor.

The VIVDS Card Rack Processor must be either NEMA TS 2 TYPE 1 or TYPE 2. TYPE 2 must have RS 485 SDLC.

2. Definitions.

A. VIVDS Processor Unit. The electronic unit that converts the video image provided by the cameras, generates vehicle detections for defined zones and collects vehicular data as specified.

B. VIVDS Processor System. One or more VIVDS processor modular units required to handle the number of camera inputs.

C. Central Control. A remotely located control center, which communicates with the VIVDS. The VIVDS operator at the central control has the ability to monitor the operation and modify detector placement and configuration parameters. The equipment that constitutes central control is comprised of a workstation microcomputer along with the associated peripherals as described in this special specification.

D. Field Setup Computer. A portable microcomputer used to set up and monitor the operation of the VIVDS processor unit. If required to interface with the VIVDS processor unit, the field setup computer with the associated peripherals described in this special specification and a video monitor, also described in this special specification, must be supplied as part of the VIVDS.

E. Field Communications Link. The communications connection between the camera and the VIVDS processor unit. The primary communications link media may be coaxial cable or fiber optic cable.

F. Remote Communications Link. The communications connection between the VIVDS processor unit and the central control.

G. Camera Assembly. The complete camera or optical device assembly used to collect the visual image. The camera assembly consists of a charged coupled device (CCD) camera, environmental enclosure, sun shield, temperature control mechanism, and all necessary mounting hardware.

H. Occlusion. The phenomenon when a vehicle passes through the detection zone but the view from the sensor is obstructed by another vehicle. This type of occlusion results in the vehicle not being detected by the sensor.

Or

When a vehicle in one lane passes through the detection zone of an adjacent lane. This type of occlusion can result in the same vehicle being counted in more than one lane.

I. Detection Zone. The detection zone is a line or area selected through the VIVDS processor unit that when occupied by a vehicle, sends a vehicle detection to the traffic controller or freeway management system.

J. Detection Accuracy. The measure of the basic operation of a detection system (shows detection when a vehicle is in the detection zone and shows no detection when there is not a vehicle in the detection zone).

K. Live Video. Video being viewed or processed at 30 frames per second.

L. Lux. The measure of light intensity at which a camera may operate. A unit of illumination equal to one lumen per square meter or to the illumination of a surface uniformly one meter distant from a point source of one candle.

M. Video Monitor. As a minimum must be a 9-in. black and white monitor with BNC connectors for video in and out.

3. Functional Capabilities.

The system software must be able to detect either approaching or departing vehicles in multiple traffic lanes. A minimum of 4 detector outputs per video processor module card and each card must have a minimum of 24 detection zones. Each zone and output must be user definable through interactive graphics by placing lines and/or boxes in an image on a video or VGA monitor. The user must be able to redefine previously defined detection zones.

The VIVDS must provide real time vehicle detection (within 112 milliseconds (ms) of vehicle arrival).

The VIVDS processor unit must be capable of simultaneously processing information from various video sources, including CCTV video image sensors and video tape players. The video sources may be, but are not required to be, synchronized or line-locked. The video must be processed at a rate of 30 times per second by the VIVDS processor unit.

The system must be able to detect the presence of vehicles in a minimum of 12 detection zones within the combined field of view of all cameras (a minimum of 12 detection zones per camera input to the VIVDS processor unit).

Detection zones must be provided that are sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable.

The VIVDS processor unit must compensate for minor camera movement (up to 2% of the field of view at 400 ft.) without falsely detecting vehicles. The camera movement must be measured on the unprocessed video input to the VIVDS processor unit.

The camera must operate while directly connected to VIVDS Processor Unit.

Once the detector configuration has been downloaded or saved into the VIVDS processor unit, the video detection system must operate with the monitoring equipment (monitor and/or laptop) disconnected or on-line.

When the monitoring equipment is directly connected to the VIVDS processor unit, it must be possible to view vehicle detections in real time as they occur on the field setup computer's color VGA display or the video monitor.

4. Vehicle Detection.

A. Detection Zone Placement. The video detection system must provide flexible detection zone placement anywhere within the combined field of view of the image sensors. Preferred presence detector configurations must be lines or boxes placed across lanes of traffic or lines placed in line with lanes of traffic. A single detector must be able to replace one or more conventional detector loops. Detection zones must be able to be fully overlapped. In addition, detection zones must have the capability of implementing "AND" and "OR" logical functions including presence, extension and delay timing. These logical functions may be excluded if provisions are made to bring each detector separately into the controller and the controller can provide these functions.

B. Detection Zone Programming. Placement of detection zones must be by means of a graphical interface using the video image of the roadway. The monitor must show images of the detection zones superimposed on the video image of traffic while the VIVDS processor is running.

The detection zones must be created by using the mouse or keypad to draw detection zones on the monitor. The detection zones must be capable of being sized, shaped and overlapped to provide optimal road coverage and detection. It must be possible to upload detector configurations to the VIVDS processor unit and to retrieve the detector configuration that is currently running in the VIVDS processor unit.

The mouse or keypad must be used to edit previously defined detector configurations so as to fine tune the detection zone placement size and shape. Once a detection configuration has been created, the system must provide a graphic display of the new configuration on its monitor. While this fine-tuning is being done, the detection must continue to operate from the detector configuration that is currently called.

When a vehicle occupies a detection zone, the detection zone on the live video must indicate the presence of a vehicle, thereby verifying proper operation of the detection system. With the absence of video, the card must have an LED that will indicate proper operation of the detection zones.

Detection zones must be provided that is sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable. The vehicle detection zone should not activate if a vehicle traveling any direction other than the one specified for detection occupies the detection zone. Cross-street and wrong way traffic should not cause a detection.

C. Design Field of View. The video detection system must reliably detect vehicle presence in the design field of view. The design field of view must be defined as the sensor view when the image sensor is mounted 24 ft. or higher above the roadway, when the camera is adjacent (within 15 ft.) to the edge of the nearest vehicle travel lane, and when the length of the detection area is not greater than 10 times the mounting height of the image sensor. Within this design field of view, the VIVDS processor unit must be capable of setting up a single detection zone for point detection (equivalent to the operation of a 6 ft. by 6 ft. inductive loop). A single camera, placed at the proper mounting height with the proper lens, must be able to monitor up to and including 5 traffic lanes simultaneously.

D. Detection Performance. Detection accuracy of the video detection system must be comparable to properly operating inductive loops. Detection accuracy must include the presence of any vehicle in the defined detection zone regardless of the lane, which the vehicle is occupying. Occlusion produced by vehicles in the same or adjacent lanes must not be considered a failure of the VIVDS processor unit, but a limitation of the camera placement. Detection accuracy (a minimum of 95%) must be enforced for the entire design field of view on a lane by lane and on a time period basis. When specified in the plans, furnish up to 24 continuous hours of recorded video of all installed intersection cameras within the 30 day test period for verification of proper camera placement, field of view, focus, detection zone placement, processor setup and operation. The video from each camera must show vehicle detections for all zones.

E. Equipment failure, either camera or VIVDS processor unit, must result in constant vehicle detection on affected detection zones.

5. VIVDS Processor Unit.

A. Cabinet Mounting- The VIVDS processor unit must be rack mountable.

B. Environmental Requirements - The VIVDS processor unit must be designed to operate reliably in the adverse environment found in the typical roadside traffic cabinet. It must meet the environmental requirements set forth by the latest NEMA (National Electrical Manufacturers Association) TS1 and TS2 standards as well as the environmental requirements for Type 170, Type 179 and 2070 controllers. Operating temperature must be from -30°F to +165°F at 0% to 95% relative humidity, non condensing.

C. Electrical - The VIVDS must have a modular electrical design.

The VIVDS must operate within a range of 89 to 135 VAC, 60 Hz single phase. Power to the VIVDS must be from the transient protected side of the AC power distribution system in the traffic control cabinet in which the VIVDS is installed.

Serial communications to the field setup computer must be through an RS 232, USB or Ethernet port. This port must be able to download the real time detection information needed to show detector actuations. A connector on the front of the VIVDS processor unit must be used for serial communications.

The unit must be equipped with RS 170 (monochrome) or RS170A (color) composite video inputs video inputs, so that signals from image sensors or other synchronous or asynchronous video sources can be processed in real time. BNC connectors on the front of the VIVDS processor unit or video patch panel must be used for all video inputs.

The unit must be equipped with a single RS 170 composite video output. This output must be capable of corresponding to any one of the video inputs, as selected remotely via the field setup computer or front panel switch. Multiple video outputs requiring external cable connections to create a combined single video output must not be acceptable. A BNC or RCA connector must be used for video output on the front of the processor unit. Any other video formats used must prior approval by TxDOT TRF Signal Operation Engineer.

Software upgrades and/or changes MUST be presented to and approved by TXDOT TRF-TM division, before being used. Failure to do so will be grounds for termination of contract and probation for responsible party(s).

The unit software and the supervisor software must include diagnostic software to allow testing the VIVDS functions. This must include the capability to set and clear individual detector outputs and display the status of inputs to enable setup and troubleshooting in the field.

6. Camera Assembly.

A. Camera. The video detection system must use medium resolution, monochrome image sensors as the video source for real time vehicle detection. The cameras must be approved for use with the VIVDS processor unit by the supplier of the VIVDS. As a minimum, each camera must provide the following capabilities:

1. Images must be produced with a Charge Coupled Device (CCD) sensing element with horizontal resolution of at least 480 lines for black and white or 470 lines for color and vertical resolution of at least 350 lines for black and white or color. Images must be output as a video signal conforming to RS170.

2. Useable video and resolvable features in the video image must be produced when those features have luminance levels as low as 0.1 lux for black and white, and as low as 1.0 lux for color, for night use.

3. Useable video and resolvable features in the video image must be produced when those features have luminance levels as high as 10,000 lux during the day.

4. The camera must include an electronic shutter or auto-iris control based upon average scene luminance and must be equipped with an electronic shutter or auto-iris lens with variable focal length and variable focus that can be adjusted without opening up the camera housing to suit the site geometry. The variable focal length must be adjustable from 6 mm to 34 mm.

B. Camera and Lens Assembly. The camera and lens assembly must be housed in an environmental enclosure that provides the following capabilities:

1. The enclosure must be waterproof and dust tight to the latest NEMA 4 specifications.

2. The enclosure must allow the camera to operate satisfactorily over an ambient temperature range from -30°F to +165°F while exposed to precipitation as well as direct sunlight.

3. The enclosure must allow the camera horizon to be rotated in the field during installation.

4. The enclosure must include a provision at the rear of the enclosure for connection of power and video signal cables fabricated at the factory. Input power to the environmental enclosure must be nominally 115 VAC 60 Hz.

5. A thermostatically controlled heater must be at the front of the enclosure to prevent the formation of ice and condensation, as well as to assure proper operation of the lens's iris mechanism. The heater must not interfere with the operation of the camera electronics, and it must not cause interference with the video signal.

6. The enclosure must be light colored or unfinished and must include a sun shield to minimize solar heating. The front edge of the sunshield must protrude beyond the front edge of the environmental enclosure and must include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sun shield must be adjustable to block the view of the horizon to prevent direct sunlight from entering the lens. Any plastics used in the enclosure must include ultra violet inhibitors.

7. The total weight of the image sensor in the environmental enclosure with sunshield must be less than 10 lb.

8. When operating in the environmental enclosure with power and video signal cables connected, the image sensor must meet FCC class B requirements for electromagnetic interference emissions.

The video output of the cameras must be isolated from earth ground. All video connections for the cameras to the video interface panel must also be isolated from earth ground.

Use waterproof, quick disconnect connectors to the image sensor for both video and power.

A camera interface panel capable of being mounted to sidewalls of a controller cabinet must be provided for protection of the VIVDS processor unit, camera video and power inputs/outputs. The panel must consist of, as a minimum, 4 Edco CX06 coax protectors, a

Edco ACP-340 for the cameras and VIVDS processor unit power, a 10 amp breaker, a convenience outlet protected the ACP-340 and a terminal strip with a minimum of sixteen 8-32 binder head screws. The terminal strip must be protected by a piece of 1/8 in. Plexiglas.

When the connection between the image sensor and the VIVDS processor unit is coaxial cable, the coaxial cable used must be a low loss, 75 ohm, precision video cable suited for outdoor installation, such as Belden 8281 or TxDOT approved equal.

Camera mounting hardware must allow for vertical or horizontal mounting to the camera enclosure. Pelco AS-0166-4-62 or equivalent is acceptable.

7. **Field Communication Link.** The field communications link must be a one way communications connection from the camera to the equipment cabinet. The primary communications link media may be coaxial cable or fiber optic cable accompanied by a 3 conductor minimum 18 AWG, 24 VDC or 115 VAC camera power cable, or appropriate cable as approved.

   The following requirements must govern for the various types of field communications link media described on the plans:

   A. Coaxial Cable. In locations where the plans indicate coaxial cable is required as the primary communications link, this cable must be of the RG 59 type with a nominal impedance of 75 ohms. All cable must have a polyethylene dielectric with copper braid shield having a minimum of 98 percent shield coverage and not greater than 0.78 dB attenuation per 100 ft. at 10 MHz with a minimum 18 AWG external 3 conductor power cable or approved equivalent as directed by the Engineer.

   B. Fiber Optic Cable. If specified by the plans, furnish fiber optic cable in accordance with the special specification for fiber optic cable.

   C. Twisted Wire Pairs. Must be Belden 9556 or equivalent 18 AWG TWP control cable.

   All connection cables must be continuous from the equipment cabinet to the camera. No splices of any type will be permitted.

   Install lightning and transient surge suppression devices on the processor side of the field communications link to protect the peripheral devices. The suppression devices must be all solid state. Lightning protection is not required for fiber optic communication lines. The devices must present high impedance to, and must not interfere with, the communications lines during normal operation. The suppression devices must not allow the peak voltage on any line to exceed 300% of the normal operating peak voltage at any time. The response time of the devices must not exceed 5 nanoseconds.

8. **VIVDS Set-Up System.** The minimum VIVDS set-up system, as needed for detector setup and viewing of vehicle detections, must consist of a field setup computer and Windows based interface software (if required) or a video monitor with interface software built-in to the VIVDS processor unit. Live video (30 frames per second) must be available on the field setup computer to determine proper operation of detectors. The field set-up computer as a minimum, must have an NTSC video input port or equivalent.

If a field setup computer is required for system set-up, it must be supplied by the supplier of the VIVDS.

The field setup computer must include all necessary cabling and a Windows based program to interface with the VIVDS processor unit. This software must provide an easy to use graphical user interface and support all models/versions of the supplied VIVDS.

Live video with the detection overlaid is required for field verification of the system.

9. Temporary Use and Retesting.

A. Temporary Use. When shown on the plans, the VIVDS equipment must be used to provide vehicle detection on a temporary basis. When the permanent vehicle detection system and related equipment are installed and made operational, the VIVDS equipment must be carefully removed and delivered to the location shown on the plans.

B. State Retesting and Acceptance. Prior to acceptance, all VIVDS equipment may be retested by the State, even if the system was operating properly before removal. Repair or replace any equipment damaged during removal or transport and any equipment that does not meet the various test requirements.

10. Operation from Central Control. The central control must transmit and receive all information needed for detector setup, monitor the vehicle detection, view the vehicle traffic flow at a rate of 2 frames per second or greater for telephone, or 5 frames a second or greater for ISDN lines (as specified by the plans), and interrogate all required stored data. The remote communications link between the VIVDS processor unit and central control may be dial-up (telephone or ISDN lines) or dedicated twisted wire pair communications cable which may be accompanied with coaxial cable or fiber-optic cable, as shown on the plans. Communications with the central control must not interfere with the on-street detection of the VIVDS processor. Quality of the video at 2 frames per second rate must be such that the view with the traffic flow is clear and in focus.

11. Installation and Training. The supplier of the video detection system must supervise the installation and testing of the video and computer equipment. A factory certified representative from the supplier must be on site during installation.

In the event that the field setup computer is furnished by TxDOT, such installation and testing must be done at the time that training is conducted.

Provide up to 2 days of training to personnel of TxDOT in the operation, setup and maintenance of the video detection system. Provide instruction and materials for a maximum of 20 persons and conduct at a location selected by TxDOT. TxDOT will be responsible for any travel and room and board expenses for its own personnel.

Instruction personnel are required to be certified by the equipment manufacturer. The User's Guide is not an adequate substitute for practical, classroom training and formal certification by an approved agency.

Formal levels of factory authorized training are required for installers, contractors and system operators. All training must be certified by the manufacturer.

12. **Warranty, Maintenance and Support.** The video detection system must be warranted to be free of defects in material and workmanship for a period of 5 years from date of shipment from the supplier's facility. During the warranty period, the supplier must repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect provided the product is returned FOB to the supplier's factory or authorized repair site. Return product repair or replaced under warranty by the supplier with transportation prepaid. This warranty does not apply to products damaged by accident, improperly operated, abused, serviced by unauthorized personnel or unauthorized modification.

    During the warranty period, technical support must be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support must be available from factory certified personnel or factory certified installers.

    Ongoing software support by the supplier must include updates of the VIVDS processor unit and supervisor software (if a field setup computer is required for set up). Provide these updates free of charge during the warranty period. The update of the VIVDS software to be NTCIP compliant must be included.

    The supplier must maintain a program for technical support and software updates following expiration of the warranty period. Make this program available to TxDOT in the form of a separate agreement for continuing support.

    The supplier must maintain an ongoing program of technical support for the wireless camera system. This technical support must be available via telephone or personnel sent to the installation site.

    The supplier must maintain an adequate inventory of parts to support maintenance and repair of the camera system.

13. **Measurement.** The VIVDS will be measured as each major system component furnished, installed, made fully operational, and tested in accordance with this special specification or as directed by the Engineer.

    The VIVDS communication cable will be measured by the linear foot of the appropriate media type furnished, installed, made fully operational, and tested in accordance with this specification, other referenced Special Specifications or as directed by the Engineer.

    When the VIVDS is used on a temporary basis, the VIVDS must be measured as each system furnished, installed, made fully operational, including reconfiguration and removal if required by the plans, and tested in accordance with this special specification or as directed by the Engineer.

    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.

    When recorded video is required by the plans it will be paid for by each camera recorded.

14. **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 "VIVDS Processor System", "VIVDS Camera Assembly", "VIVDS Central Control",

"VIVDS Set-up System", "VIVDS Temporary", "VIVDS Communication Cable (Coaxial)," "VIVDS Communication Cable (Fiber Optic)", "VIVDS Video Recording", and all accompanying software. These prices are full compensation for furnishing, placing, and testing all materials and equipment, and for all tools, labor, equipment, hardware, operational software package(s), supplies, support, personnel training, shop drawings, documentation, and incidentals. A 3-conductor power cable must be included with the communication cable.

These prices also include any and all interfaces required for the field and remote communications links along with any associated peripheral equipment, including cables; all associated mounting hardware and associated field equipment; required for a complete and fully functional visual image vehicle detection system component.

CITY OF MISSION

PLANS OF PROPOSED ROADWAY IMPROVEMENT

HIDALGO COUNTY

"MILE 2 NORTH" ROAD

FEDERAL AID PROJECT:

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.NO.	COUNTY	
TEXAS	PHR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	323	MILE 2

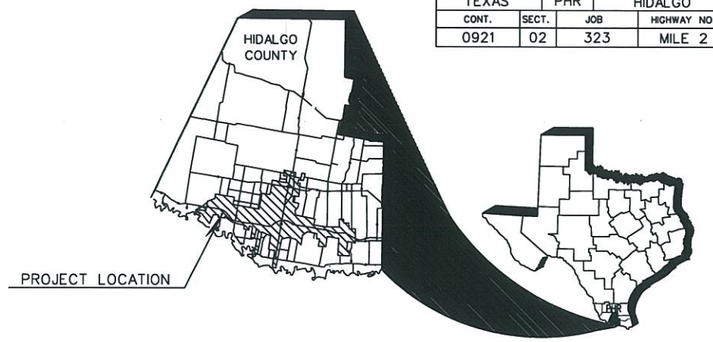
LIMITS:
FROM: LA HOMA RD.
TO: MOOREFIELD RD.

PROJECT LENGTH:

ROADWAY:
CSJ: 0921-02-323

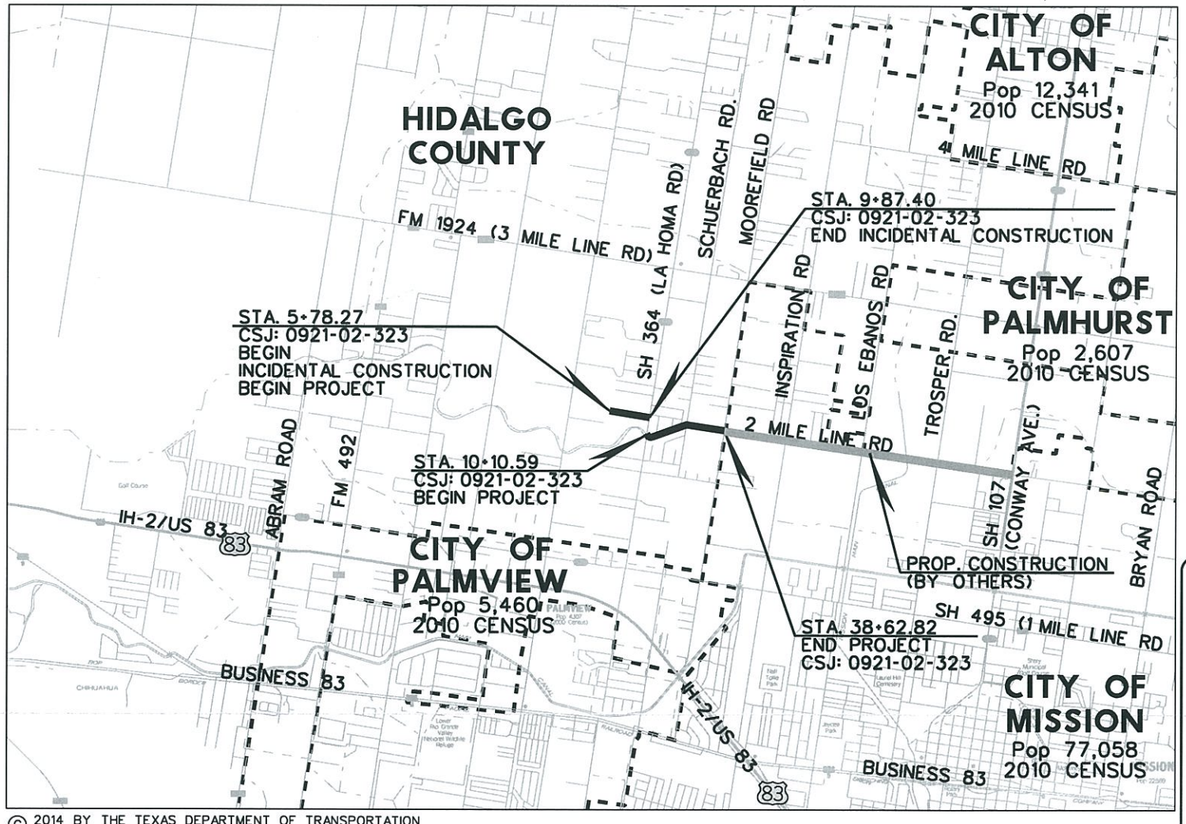
LENGTH OF PROJECT: 2,852.23 FT. = 0.54 Mi.
INCIDENTAL CONSTRUCTION: 409.13 FT. = 0.08 Mi.

TOTAL PROJECT LENGTH: 3261.36 FT. = 0.62 Mi.



CONSTRUCTION OF MILE 2 NORTH ROAD

CONSISTING OF GRADING, ASPHALTIC CONCRETE PAVEMENT, LIME TREATED SUBGRADE, FLEXIBLE BASE, INLETS, STORM DRAIN PIPES, RIPRAP, SIGNING, DELINEATION, FLASHING BEACONS AND PAVEMENT MARKINGS



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SCALE: 1"=1 MI.

LEGEND

---- CITY LIMITS

LOCAL ENTITIES

HIDALGO COUNTY
CONCURRENCE : DATE :
NAME TITLE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
CONCURRENCE : DATE :
NAME TITLE

HIDALGO COUNTY IRRIGATION DISTRICT No. 6
CONCURRENCE :
NAME TITLE

INDEX DATA
SHEET ON PAGE 2

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

CITY OF MISSION DATE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

PROJECT DATA

DESIGN SPEED:
35 mph
ADT: (2014) - 7,300
(2034) - 10,800

EXCEPTIONS:
NONE

RAILROAD CROSSINGS:
NONE PRESENT

EQUATIONS:
NONE

FUNCTION CLASS:
MAJOR COLLECTOR

BRIDGE
NONE

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED
TDLR. NO. EABPRJ_____

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018
Firm No. : F-4105
Exp. Date : 8/31/2014

RECOMMENDED FOR LETTING : APPROVED FOR LETTING :
MISSION CITY ENGINEER MISSION CITY MANAGER

SUBMITTED FOR LETTING : APPROVED FOR LETTING :
L&G PROJECT MANAGER MAYOR - CITY OF MISSION

Texas Department of Transportation

RECOMMENDED FOR LETTING : APPROVED FOR LETTING :
DISTRICT ENGINEER DIRECTOR, TRAFFIC OPERATION DIVISION

SUBMITTED FOR LETTING : APPROVED FOR LETTING :
ADVANCED PLANNING & PROJECT MANAGEMENT SUPERVISOR DIRECTOR, DESIGN DIVISION

COUNTY HIDALGO PROJ. NO.
HWY. NO. MILE 2 N LETTING DATE
DATE ACCEPTED

MILE 2 NORTH (0921-02-323)

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5/2/2014

SHEET NO.	DESCRIPTION

GENERAL

1	TITLE SHEET
2	INDEX OF SHEETS
3	PROJECT LAYOUT
4-9	SURVEY DATA SHEETS
10-14	TYPICAL SECTIONS
15-19	GENERAL NOTES
20-24	ESTIMATE & QUANTITY SHEETS
25	EARTH WORK QUANTITIES
26-30	SUMMARY TABLES OF ESTIMATED QUANTITIES

TRAFFIC CONTROL PLAN

31	TCP ~ GENERAL NOTES
32	TCP ~ SEQUENCE OF CONSTRUCTION
33-35	TCP ~ TYPICAL SECTIONS
36-39	PHASE 1 LAYOUTS
40-42	PHASE 2 LAYOUTS
43-45	PHASE 3 LAYOUTS

TRAFFIC CONTROL STANDARDS

46-57	[S] BC(1-12)-13 (**)
58-60	[S] TCP (1-2)(1-3)(1-4)-12 (**)
61-63	[S] TCP (2-2)(2-3)(2-4)-12 (**)
64-65	[S] TCP(3-1)(3-3)-13 (**)
66	[S] WZ(TD)-13 (**)
67	[S] WZ(STPM)-13 (**)
68	[S] WZ(UL)-13 (**)
69	[S] WZ(RCD)-13 (**)
70	[S] WZ(BTS-1)-13 (**)
71	[S] WZ(BTS-2)-13 (**)
72	[S] WZ(BRK)-13 (**)
73	[D] TREATMENT FOR VARIOUS EDGE CONDITIONS (**)

ROADWAY DETAILS

74	MILE 2 NORTH ROADWAY DATA
75-81	PLAN AND PROFILE SHEETS
82-83	LA HOMA RD. INTERSECTION LAYOUT
84	SCHUERBACH RD. INTERSECTION LAYOUT
85	MOOREFIELD RD. INTERSECTION LAYOUT
86	PRIVATE DRIVEWAY TABLE
87	CUT AND RESTORE DETAILS

ROADWAY STANDARDS

88	[D] SIDEWALK & WHEELCHAIR RAMP DETAILS (**)
89	[D] CURB & GUTTER DETAILS (MOD)(**)
90	[D] OMIT
91	[D] DRIVEWAY PROFILE DETAILS (**)
92	[D] DRIVEWAY DETAILS (PRIVATE) (**)
93	[D] MAILBOX DETAIL (**)
94-97	[S] MB-11(1) (**)
98	[S] GF(31)-11 (**)
99	[S] GF(31)DAT-11 (**)
100	[S] GF(31)MS-11 (**)
101	[S] SGT(7)31-11 (**)
102	[S] SGT(8)31-11 (**)
103-106	[S] PED-12A (**)
107-112	[S] D&OM(1)-10, D&OM(2-5)-04, D&OM(VIA)-04 (**)
113	[S] TE(HMAC)-11 (**)

[D] - DENOTES DISTRICT STANDARD
[S] - DENOTES STATE STANDARD

SHEET NO.	DESCRIPTION

DRAINAGE & IRRIGATION DETAILS

114-116	DRAINAGE AREA MAPS
117-121	HYDRAULIC DATA SHEETS
122-127	UTILITY & DRAINAGE SHEETS
128-130	IRRIGATION LAYOUTS
131	CURB TRANSITION DETAIL

DRAINAGE STANDARDS

132	[D] INLET & MANHOLE CAPPING DETAIL (**)
133	[D] MISCELLANEOUS PIPE DETAILS (**)
134	[D] TY "A" INLET DETAILS (**)
135	[D] TY "C" INLET DETAILS (**)
136	[D] TY "CC" GRATED INLET DETAILS (**)
137	[D] TY "F" INLET DETAILS (**)
138	[D] TY "M" MANHOLE DETAILS (**)
139	[D] IRRIGATION CROSSING DETAIL (**)

SIGNING DETAILS

140-141	MILE 2 NORTH SIGNING LAYOUTS
142	US 83 SUMMARY OF SMALL SIGNS
143	US 83 SUMMARY OF SMALL SIGNS TO BE REMOVED

SIGNING STANDARDS

144	[S] TSR(4)-13 (**)
145	[S] SMD(GEN)-08 (**)
146-148	[S] SMD(SLIP-1) THRU (SLIP-3)-08 (**)

PAVEMENT MARKINGS

149	MILE NORTH BASIS OF ESTIMATE PAVEMENT MARKINGS
150-151	MILE 2 NORTH PAVEMENT MARKING LAYOUT SHEETS

PAVEMENT MARKINGS STANDARDS

152-154	[S] PM (1),(2),(3)-12 (**)

TRAFFIC SIGNALS

155	SUMMARY OF TRAFFIC SIGNAL QUANTITIES
156-157	EXISTING CONDITIONS LAYOUTS
158-159	PROPOSED FLASHING BEACON LAYOUTS

TRAFFIC SIGNAL STANDARDS

160-163	[S] ED(1),(2),(4),(5)-03 (***)
164	[D] ED(3)-03 (PHR) (***)
165	[D] ED(7)-03 (PHR) (***)
166-167	[S] SP-100(1),(2)-12 (***)
168	[S] LUM-A-12 (***)
169	[S] TS-FD-12 (***)
170	[S] CFA-12 (***)
171	ELECTRICAL SERVICE DESIGN WITH FLASHER CONTROLLER
172	[D] TRAFFIC SIGNAL CONSTRUCTION DETAILS (***)
173-174	[S] RID (LUM)(1),(2)-07 (***)

SHEET NO.	DESCRIPTION

ENVIRONMENTAL

175	EPIC - ENVIRONMENTAL PERMITS, ISSUES & COMMITMENTS
176	STORM WATER POLLUTION PREVENTION PLAN
177-179	SW3P LAYOUTS

ENVIRONMENTAL STANDARDS

180	[S] EC(1)-09 (**)
181-182	[S] EC(2)-(3)-93 (**)
183	[D] TECL-06 (**)

STANDARD SHEETS IDENTIFIED WITH (**)
HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT

5/2/2014
DATE

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER

DAMIEN B. TIJERINA, P.E.

STANDARD SHEETS IDENTIFIED WITH (***)
HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT

DATE

STATE OF TEXAS
H. C. SIMEONIDIS
60919
REGISTERED PROFESSIONAL ENGINEER

H.C. SIMEONIDIS, P.E.

THE COUNTY OF HIDALGO TEXAS

© 2014
Texas Department of Transportation

L&G Engineering
Texas Registered Engineering Firm F-4105
Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
INDEX OF SHEETS

SCALE:
HOR. = N.T.S.
VER. =

SHEET 1 OF 1

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					2
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

r:\mile2northph2_hm\dgn\plansheets\001_INDEX.dgn
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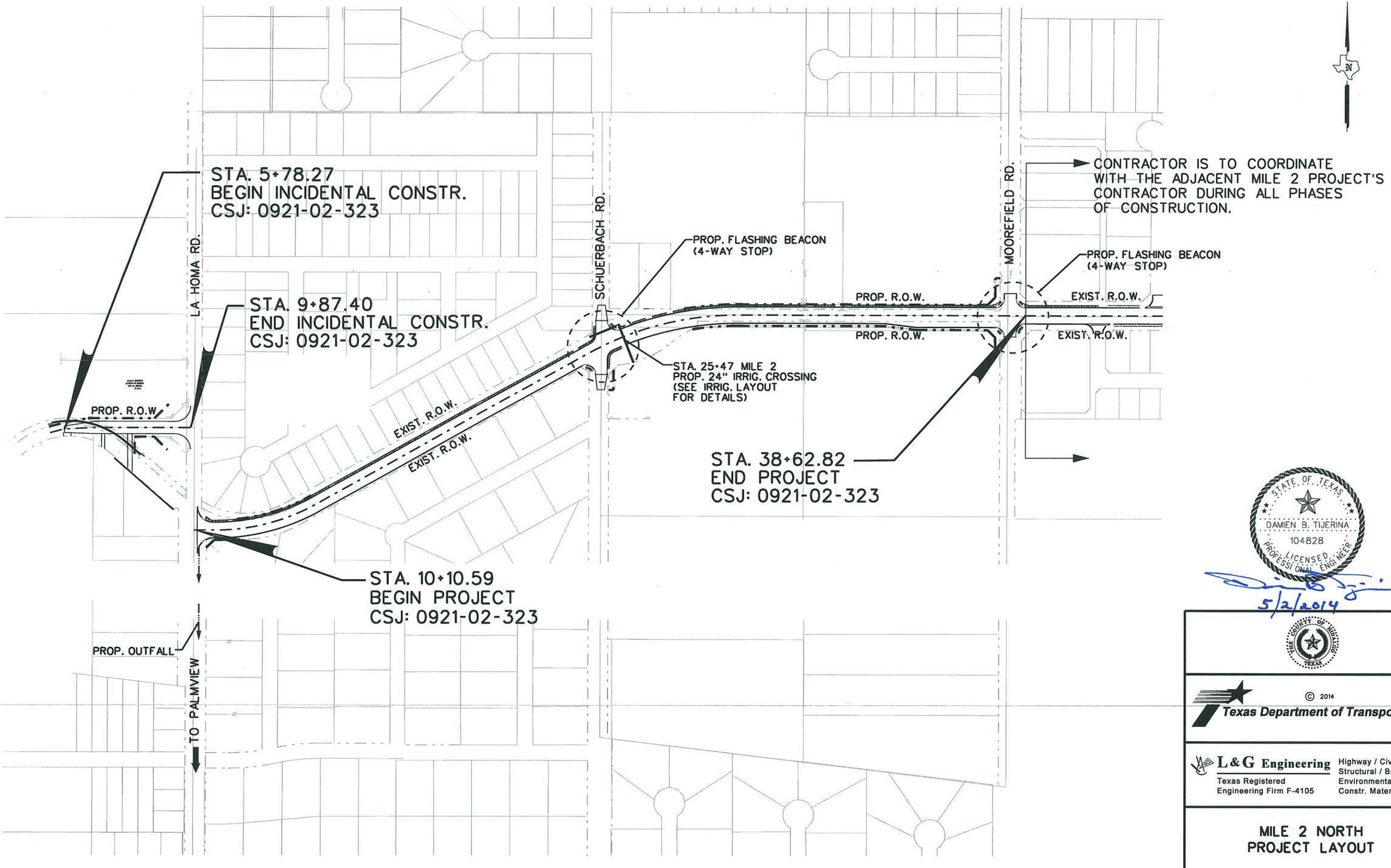


STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED
PROFESSIONAL ENGINEER

5/2/2014

THE COUNTY OF HIDALGO TEXAS

© 2014

Texas Department of Transportation

L&G Engineering
Texas Registered
Engineering Firm F-4105

Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
PROJECT LAYOUT

SCALE:
HOR. = 1"=300'

SHEET 1 OF 1

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					3
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

r:\mile2north2_hm\dgn\plansheets\01 PROJECT LAYOUT.dgn 5/2/2014 2:09:27 PM

B.M. No. 1
STA: 17+20.51
OFFSET: 28.66' RT

B.M. No. 2
STA: 26+01.52
OFFSET: 74.56' LT

B.M. No. 3
STA: 32+19.67
OFFSET: 19.76' RT

B.M. No. 4
STA: 38+61.36
OFFSET: 50.59' RT

B.M. No. 5
STA: 45+95.99
OFFSET: 38.43' RT

B.M. No. 6
STA: 9+49.19
OFFSET: 36.37' LT

B.M. No. 7
STA: 18+34.68
OFFSET: 33.17' LT

B.M. No. 8
STA: 22+89.79
OFFSET: 12.90' RT

B.M. No. 9
STA: 26+62.27
OFFSET: 56.08' RT

B.M. No. 10
STA: 53+31.07
OFFSET: 22.20' LT

B.M. No. 11
STA: 59+32.85
OFFSET: 61.69' RT

MILE 2 NORTH ROAD

MILE 2 NORTH ROAD

POT 10+00.00

10+00 15+00 20+00 25+00 30+00 35+00 40+00 45+00 50+00 55+00 60+00 65+0

LA HOMA ROAD (R.O.W. VARIES)

SCHUERBACH ROAD (R.O.W. VARIES)

MOOREFIELD ROAD (R.O.W. VARIES)

INSPIRATION ROAD (R.O.W. VARIES)

MATCHLINE STA. 65+00

EL ARROYO

CHURCHILL

ESTATES

INSPI

N

SCALE: 1" = 400'

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

3-25-14

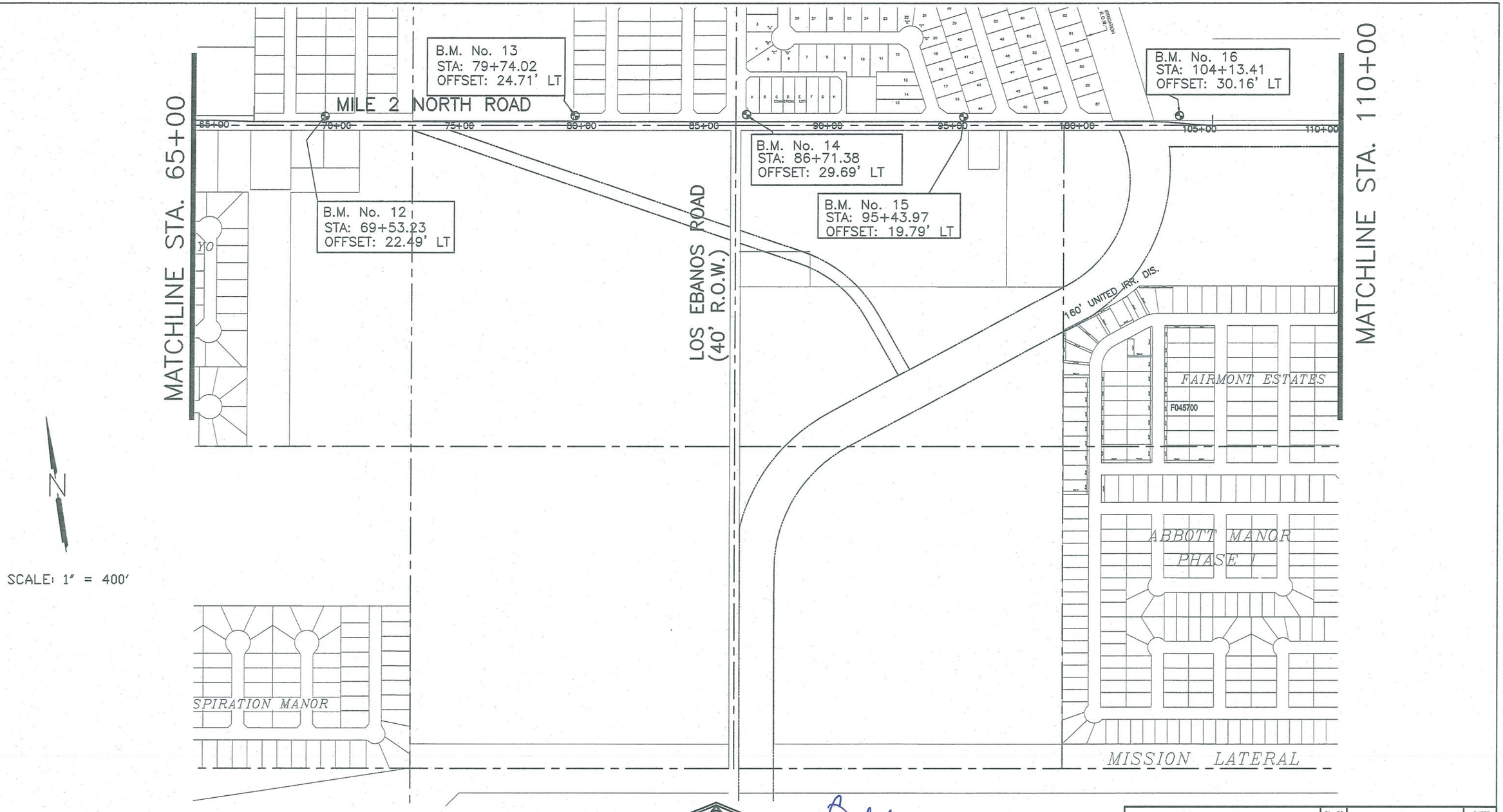
ALFONSO QUINTANILLA
R.P.L.S. No. 4856

TEXAS DEPARTMENT OF TRANSPORTATION

FIL. RD. DIV. NO.	FEDERAL AND PROJECT NO.		SHEET NO.
	TEXAS		4
STATE	STATE DIST	COUNTY	
TEXAS	21	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	284 etc	MILE 2 N. RD.

MILE 2 NORTH
SURVEY CONTROL
INDEX SHEET

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM



STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

3-25-14

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

TEXAS DEPARTMENT OF TRANSPORTATION

MILE 2 NORTH
SURVEY CONTROL
INDEX SHEET

FIL. RD. DIV. NO.	FEDERAL AND PROJECT NO.		SHEET NO.
	TEXAS		5
STATE	STATE DIST	COUNTY	
TEXAS	21	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	284	MILE 2 N. RD.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

MATCHLINE STA. 110+00

HOLLAND AVE. (40' R.O.W.)

MILE 2 NORTH ROAD

CONWAY AVENUE (S.H. 107) (R.O.W. VARIES)

110+00 115+00 118+00 120+00 125+00 130+00 135+00 139+00

B.M. No. 18
STA: 121+11.59
OFFSET: 4.87' LT

B.M. No. 20
STA: 137+91.00
OFFSET: 47.51' LT

B.M. No. 17
STA: 113+17.04
OFFSET: 22.28' RT

B.M. No. 19
STA: 129+9.76
OFFSET: 34.97' RT

B.M. No. 21
STA: 08+85.78
OFFSET: 37.86' RT

B.M. No. 24
STA: 08+67.10
OFFSET: 78.11' RT

B.M. No. 22
STA: 17+63.49
OFFSET: 35.47' LT

B.M. No. 25
STA: 17+44.83
OFFSET: 82.06' RT

B.M. No. 23
STA: 26+21.87
OFFSET: 33.08' RT

B.M. No. 26
STA: 26+48.38
OFFSET: 44.38' RT

MISSION NORTH SUBDIVISION

WAGON CITY SBD.

WAGON CITY SUBD. UNIT 2

ABBOTT MANOR PHASE 1

N

SCALE: 1" = 400'

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

3-25-14

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

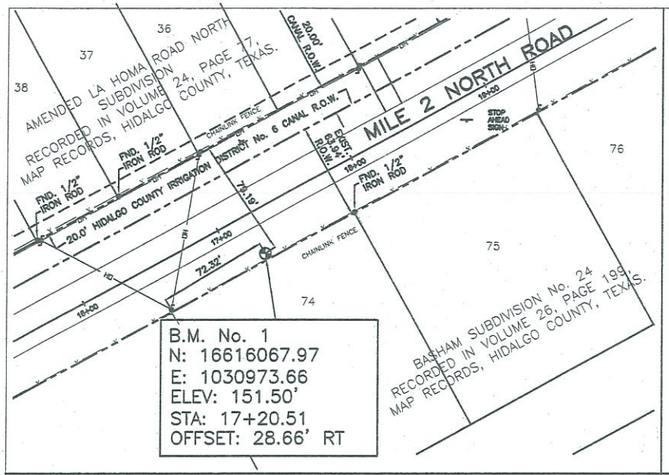
TEXAS DEPARTMENT OF TRANSPORTATION

FIL. RD. DIV. NO.	FEDERAL AND PROJECT NO.		SHEET NO.
	TEXAS		6

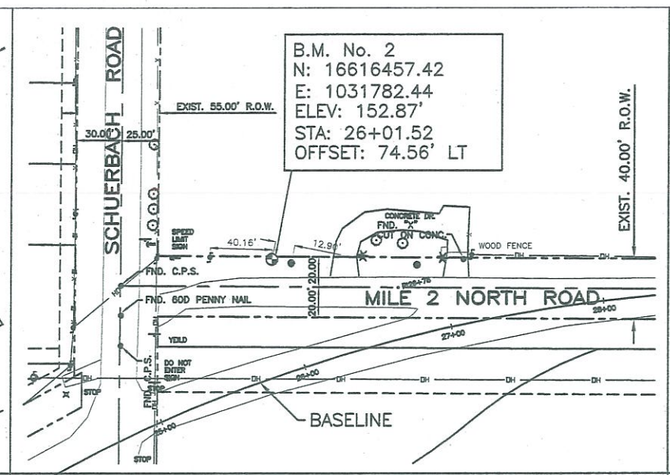
STATE	STATE DIST	COUNTY	
TEXAS	21	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	284	MILE 2 N. RD.

MILE 2 NORTH SURVEY CONTROL INDEX SHEET

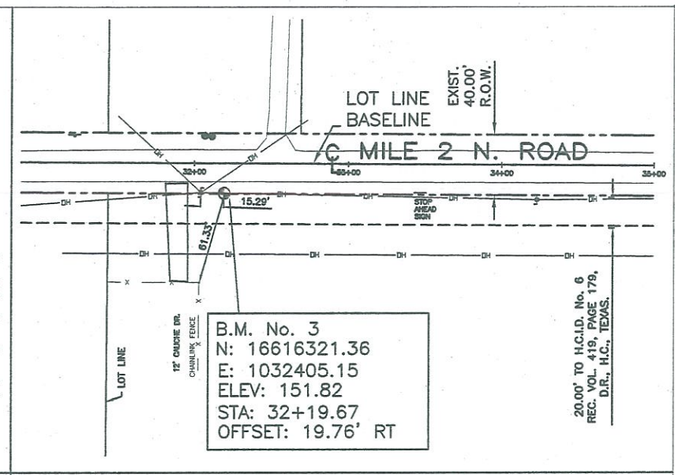
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 639.5' WEST AND 383.5' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND SCHUERBACH ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 99.9' EAST AND 121.7' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND SCHUERBACH ROAD



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 585.2' WEST AND 19.8' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND MOOREFIELD ROAD

NOTES:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD83. TEXAS SOUTH ZONE (4205)

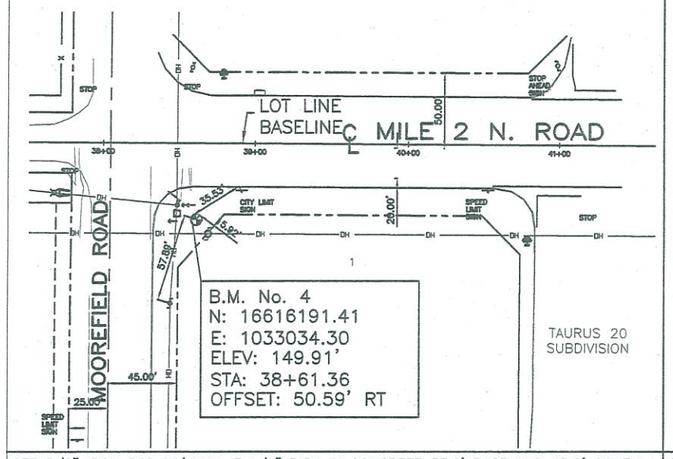
2. COORDINATES AND DISTANCES ARE US SURVEY FEET. DISPLAY IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT SURFACE ADJUSTMENT FACTOR OF 1.00004

3. VERTICAL DATUM: NAVD88

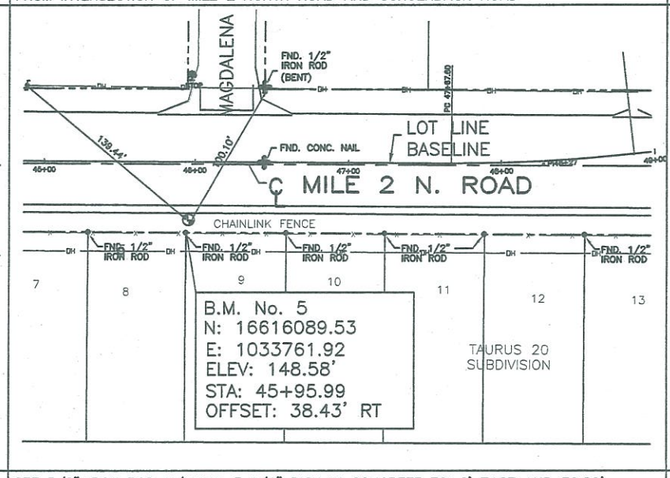
4. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED BY STATIC GPS METHODS.

5. ALL VERTICAL CONTROL ON THIS PROJECT WAS ESTABLISHED BY 3-WIRE LEVEL.

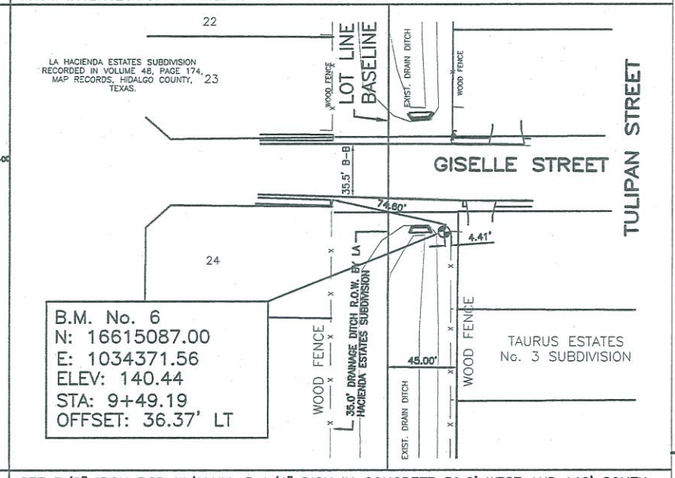
SCALE: 1" = 100'



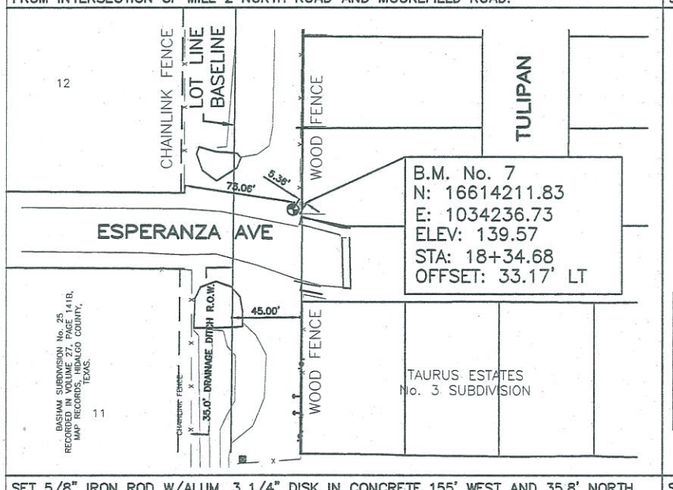
SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 57.0' EAST AND 47.8' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND MOOREFIELD ROAD.



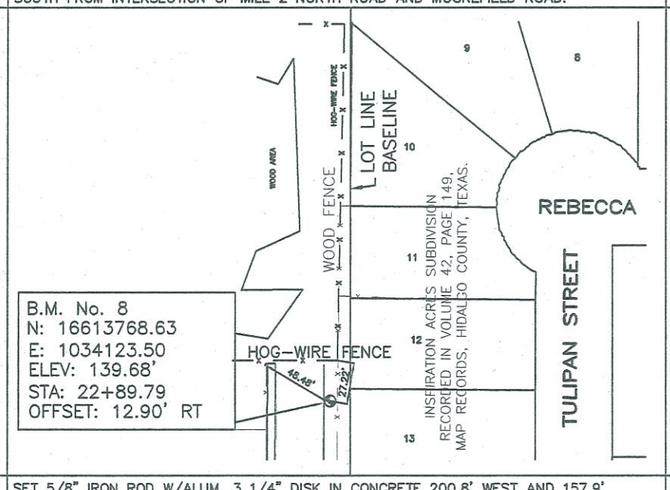
SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 791.2' EAST AND 36.89' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND MOOREFIELD ROAD.



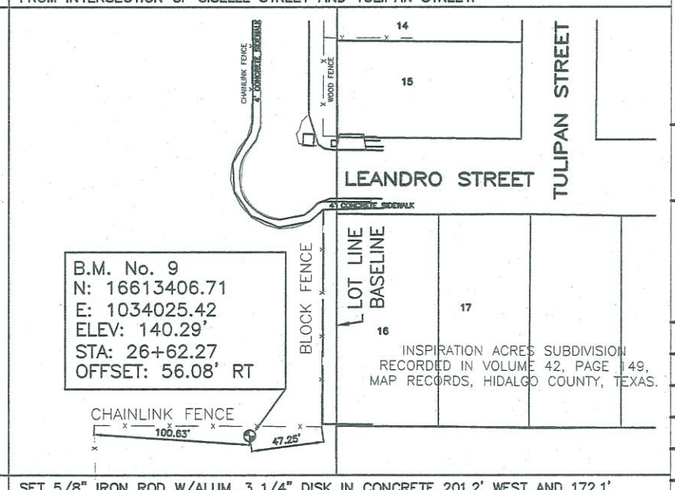
SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 39.8' WEST AND 142' SOUTH FROM INTERSECTION OF GISELLE STREET AND TULIPAN STREET.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 155' WEST AND 35.8' NORTH FROM INTERSECTION OF ESPERANZA AVE AND TULIPAN STREET.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 200.8' WEST AND 157.9' NORTH FROM INTERSECTION OF TULIPAN STREET AND REBECCA



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 201.2' WEST AND 172.1' SOUTH FROM INTERSECTION OF LEANDRO STREET AND TULIPAN STREET

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

3-25-14

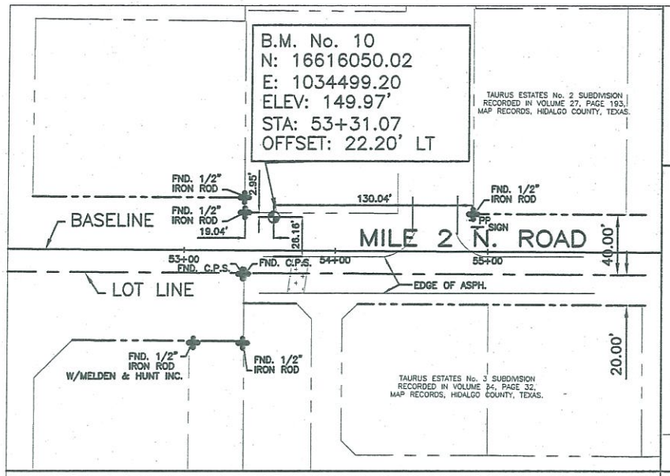
Survey Date: 6-29-2011

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

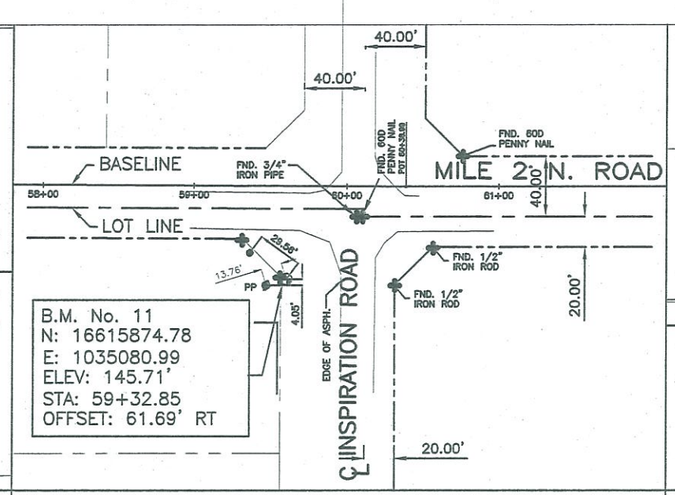
TEXAS DEPARTMENT OF TRANSPORTATION

MILE 2 NORTH ROAD HORIZONTAL & VERTICAL CONTROL

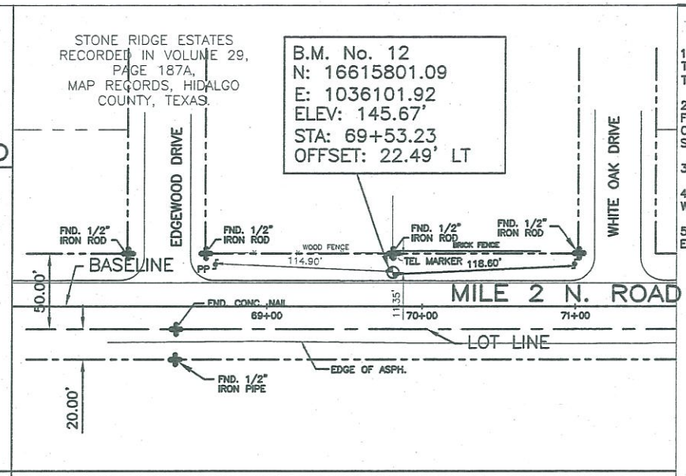
FIL. RD. DIV. NO.	FEDERAL AND PROJECT NO.		SHEET NO.
			7
STATE	STATE DIST	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	284	MILE 2 N. RD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 652.66' WEST AND 37.20' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND INSPIRATION ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 51.30' WEST AND 46.69 SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND INSPIRATION ROAD.

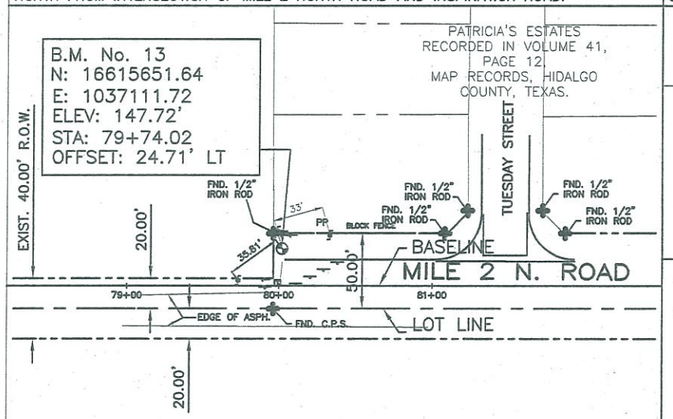


SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 969.25' EAST AND 37.49' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND INSPIRATION ROAD.

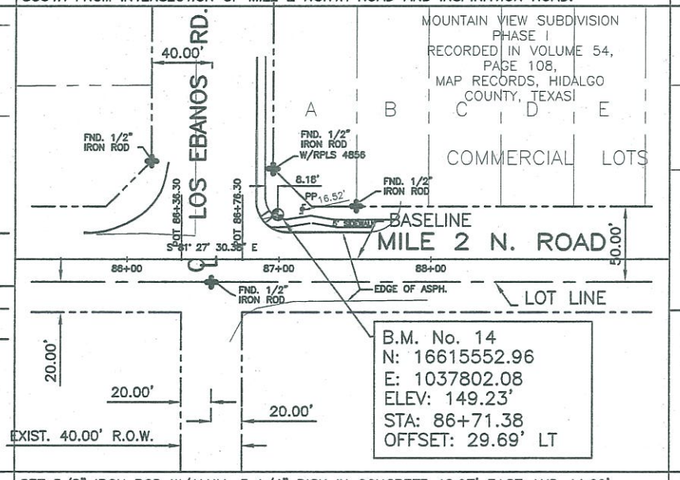
NOTES:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD83. TEXAS SOUTH ZONE (4205)
2. COORDINATES AND DISTANCES ARE US SURVEY FEET. DISPLAY IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT SURFACE ADJUSTMENT FACTOR OF 1.00004
3. VERTICAL DATUM: NAVD88
4. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED BY STATIC GPS METHODS.
5. ALL VERTICAL CONTROL ON THIS PROJECT WAS ESTABLISHED BY 3-WIRE LEVEL.

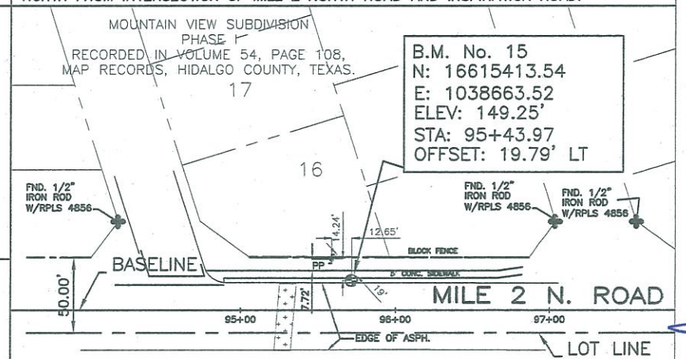
SCALE: 1" = 100'



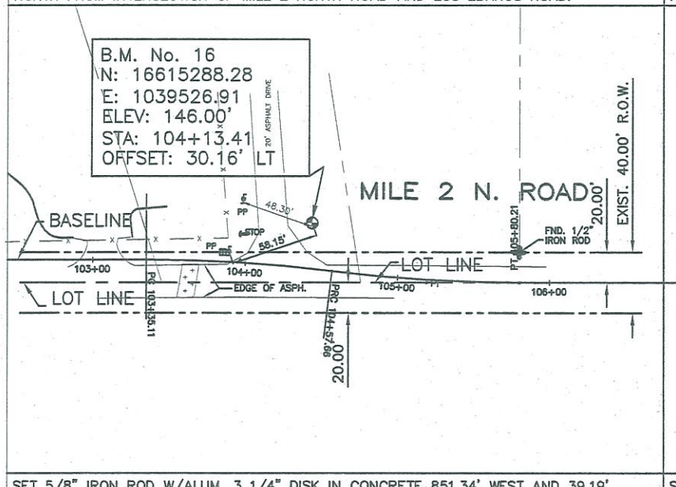
SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 645.39' WEST AND 39.71' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND LOS EBANOS ROAD.



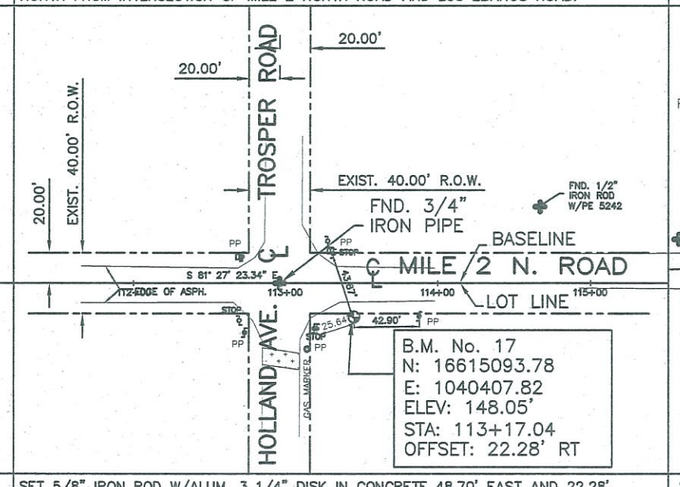
SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 42.97' EAST AND 44.69' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND LOS EBANOS ROAD.



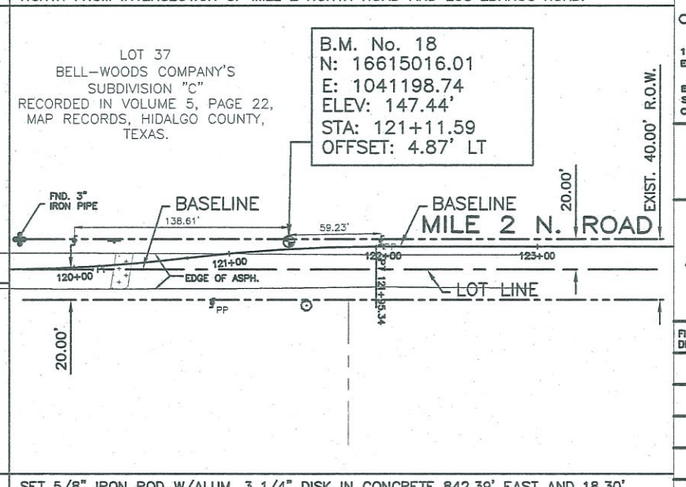
SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 915.56' EAST AND 34.79' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND LOS EBANOS ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 851.34' WEST AND 39.19' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND TROSPER ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 48.70' EAST AND 22.28' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND TROSPER ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 842.39' EAST AND 18.30' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND TROSPER ROAD.

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856
3-25-14
Survey Date: 6-29-2011

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
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124 E. STUBBS ST. PHONE 956-381-6480
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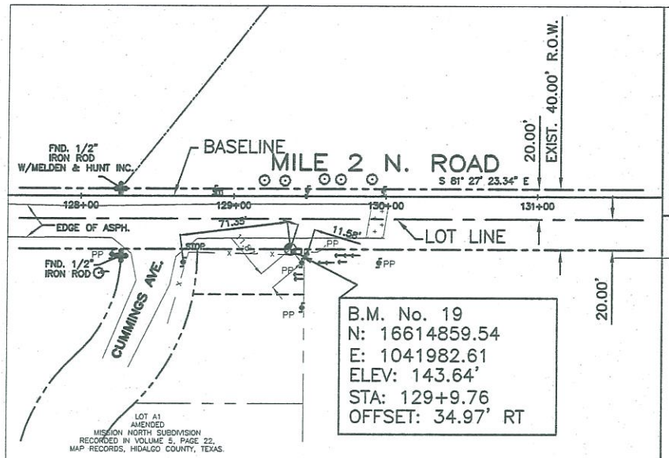
TEXAS DEPARTMENT OF TRANSPORTATION

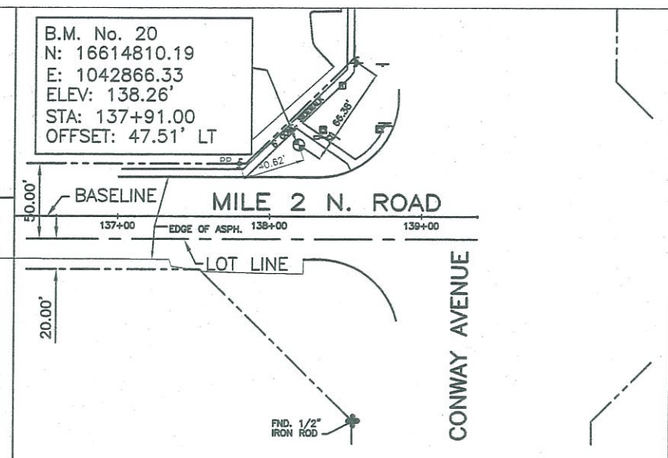
MILE 2 NORTH ROAD HORIZONTAL & VERTICAL CONTROL

FIL. RD. DIV. NO.	FEDERAL AND PROJECT NO.	SHEET NO.
		8

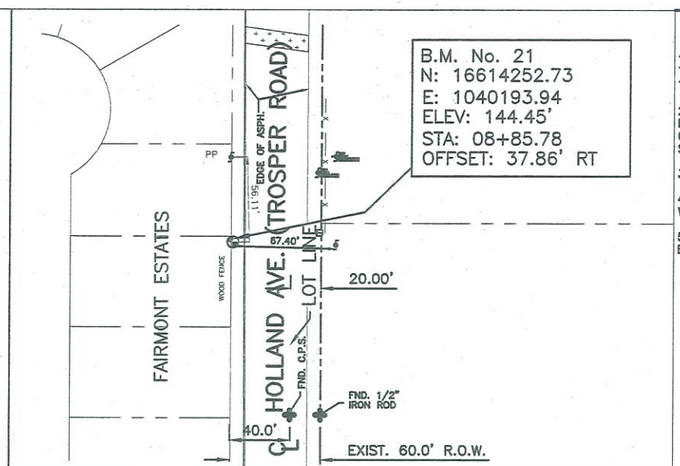
STATE	STATE DIST	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	284	MILE 2 N. RD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 1640.80' EAST AND 19.97' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND TROSPER ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 36.31' WEST AND 62.51' NORTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND WEST R.O.W. LINE OF CONWAY AVE.

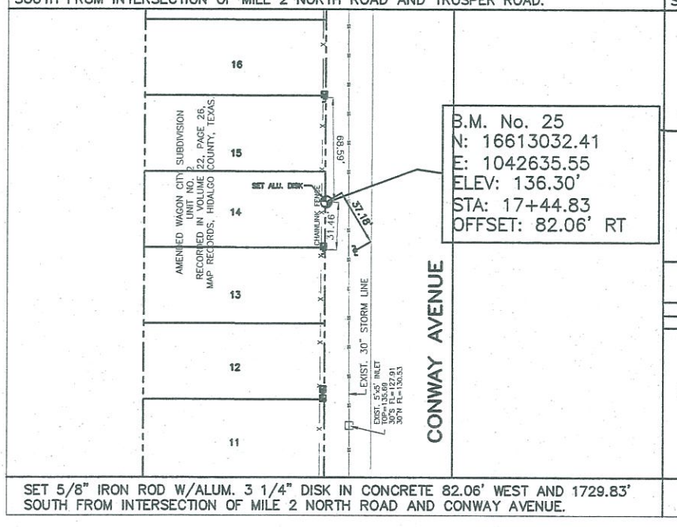


SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 37.86' WEST AND 885.78' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND TROSPER ROAD.

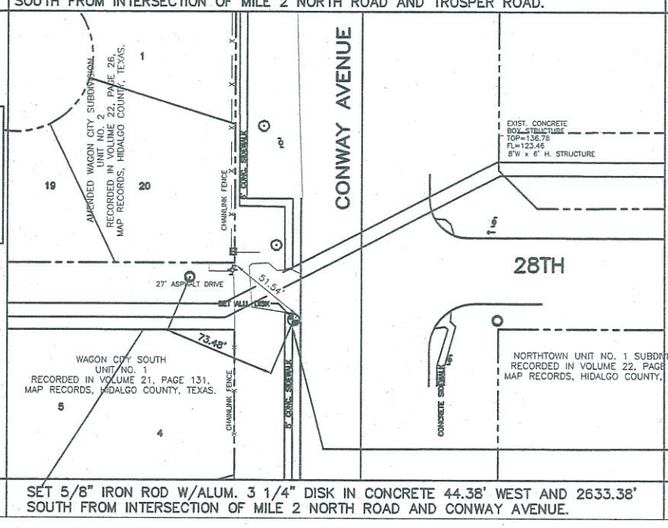
NOTES:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD83. TEXAS SOUTH ZONE (4205)
2. COORDINATES AND DISTANCES ARE US SURVEY FEET. DISPLAY IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT SURFACE ADJUSTMENT FACTOR OF 1.00004
3. VERTICAL DATUM: NAVD88
4. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED BY STATIC GPS METHODS.
5. ALL VERTICAL CONTROL ON THIS PROJECT WAS ESTABLISHED BY 3-WIRE LEVEL.

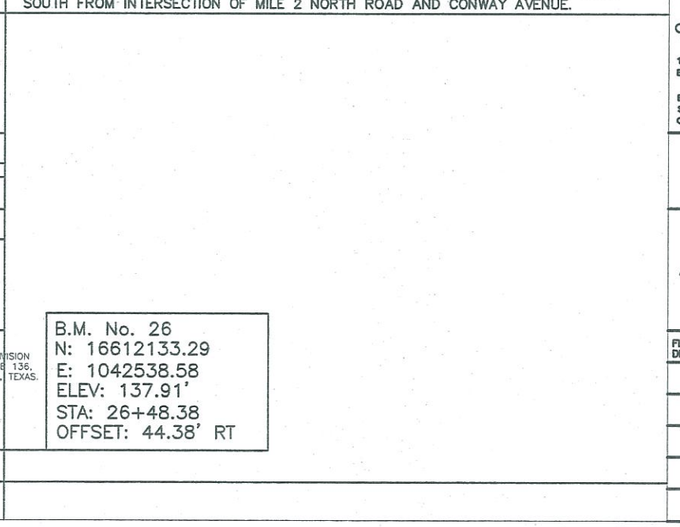
SCALE: 1" = 100'



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 35.47' EAST AND 1763.49' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND TROSPER ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 33.08' WEST AND 2621.87' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND TROSPER ROAD.



SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 78.11' WEST AND 852.10' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND CONWAY AVENUE.

SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 82.06' WEST AND 1729.83' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND CONWAY AVENUE.

SET 5/8" IRON ROD W/ALUM. 3 1/4" DISK IN CONCRETE 44.38' WEST AND 2633.38' SOUTH FROM INTERSECTION OF MILE 2 NORTH ROAD AND CONWAY AVENUE.

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856
3-25-14

Survey Date: 6-29-2011

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

TEXAS DEPARTMENT OF TRANSPORTATION

MILE 2 NORTH ROAD HORIZONTAL & VERTICAL CONTROL

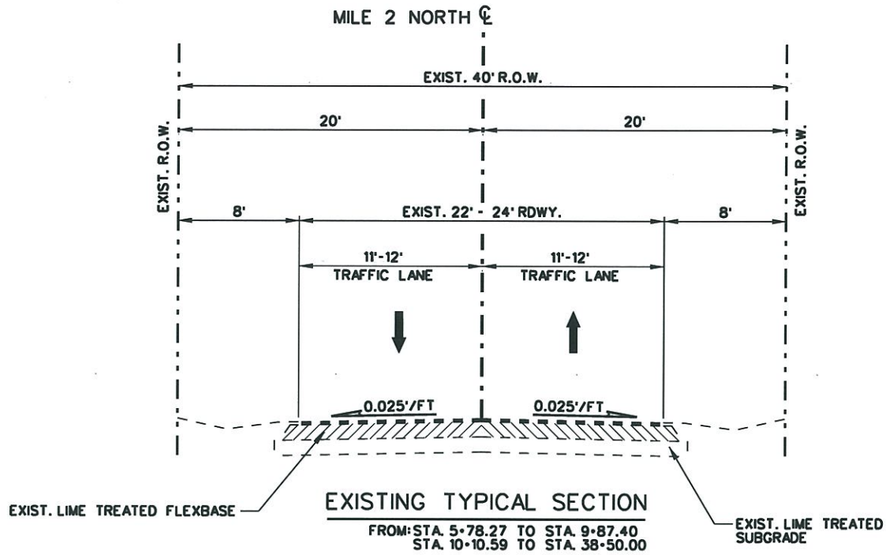
FIL. RD. DIV. NO.	FEDERAL AND PROJECT NO.		SHEET NO.
			9

STATE	STATE DIST	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	284	MILE 2 N. RD.

GENERAL NOTES:

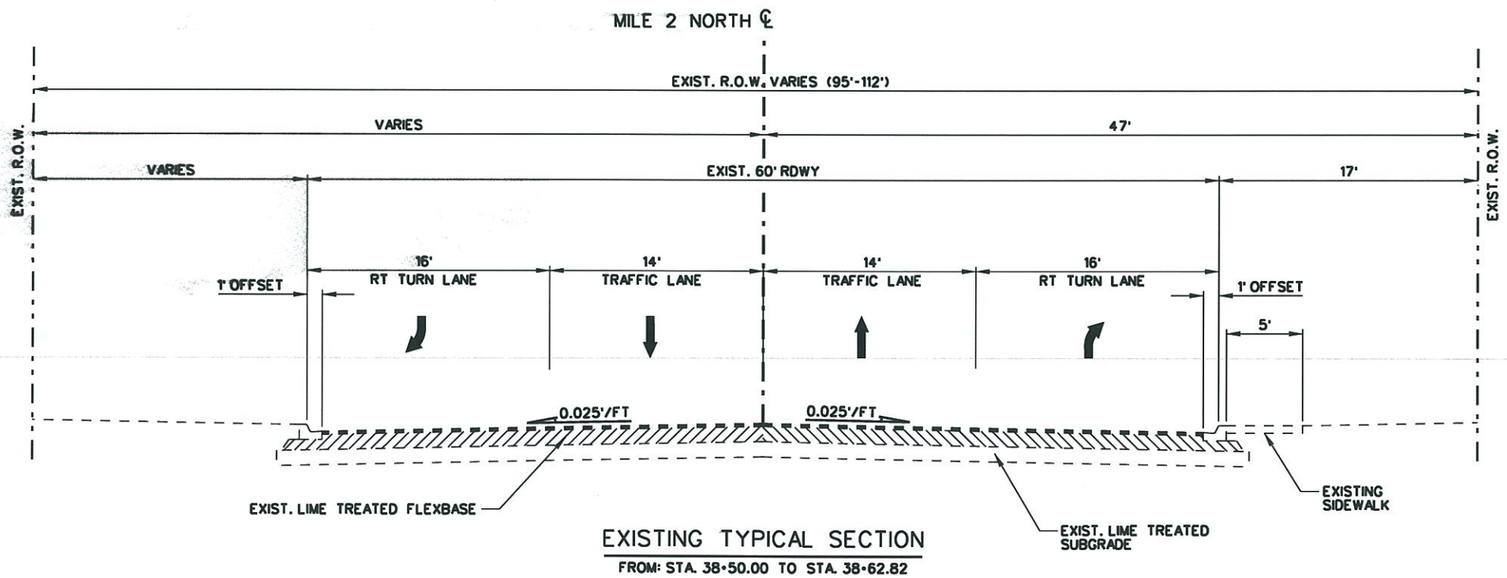
ALL EXIST. ACP AND BASE MATERIAL FROM MILE 2 NORTH ROADWAY THAT IS IN THE CUT PLANE OF THE PROPOSED TYPICAL SECTIONS WILL BE REMOVED UNER ITEM 110, "EXCAVATION" AND SHALL NOT BE USED.

REMOVAL OF EXIST. CURBS, GUTTERS, AND SIDEWALKS SHALL BE PAID UNDER ITEM 104.



EXISTING TYPICAL SECTION

FROM: STA. 5+78.27 TO STA. 9+87.40
STA. 10+10.59 TO STA. 38+50.00



EXISTING TYPICAL SECTION

FROM: STA. 38+50.00 TO STA. 38+62.82

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MILE 2 NORTH
EXIST. TYPICAL SECTIONS

SCALE:
HOR. = 1"=10'
VER. =

SHEET 1 OF 1

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				10
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.						
TR:	21	HIDALGO	0921	02	323	MILE 2
CK TR:						

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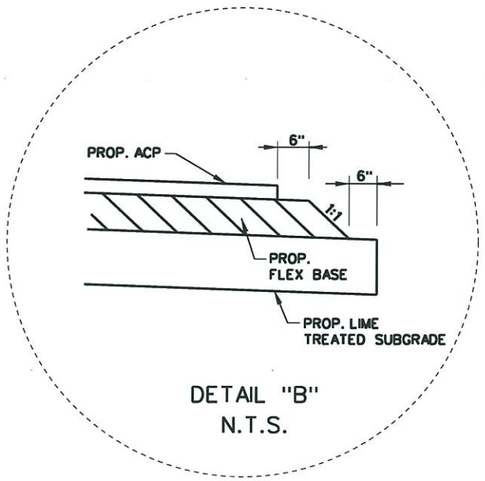
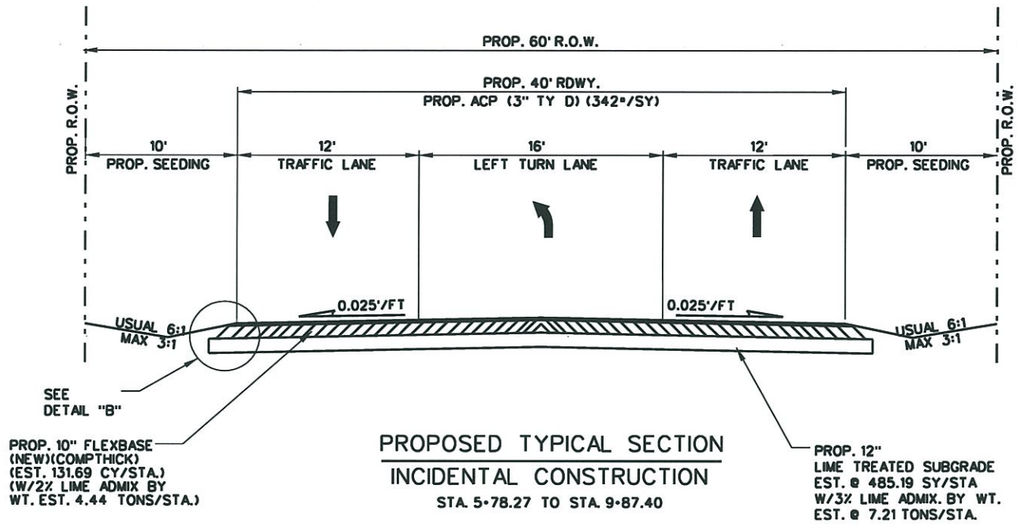


DETAIL "B"
N.T.S.



PROPOSED TYPICAL SECTION
INCIDENTAL CONSTRUCTION
STA. 5+78.27 TO STA. 9+87.40

GENERAL NOTES:

WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

THE TOP 4 in. (MIN.) OF THE PROPOSED FLEX. BASE LAYER SHALL BE NEW MATERIAL.

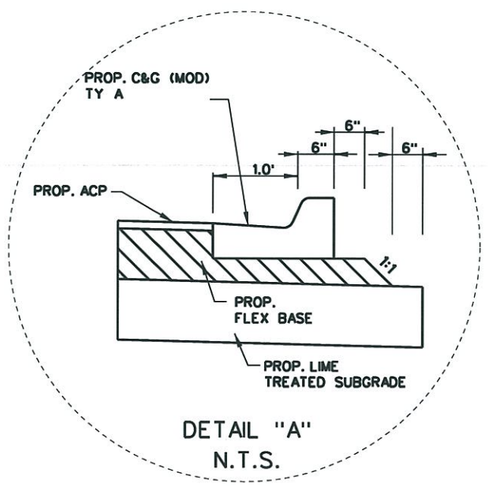
PGL - DENOTES PROFILE GRADE LINE.
PCJ - DENOTES PERMISSIBLE CONSTRUCTION JOINT.

WHERE POSSIBLE AND UNLESS OTHERWISE DIRECTED BY THE ENGINEER, PERMISSIBLE CONSTRUCTION JOINTS SHALL FALL ON STRIPING LINES AS SHOWN ON STRIPING DETAILS.

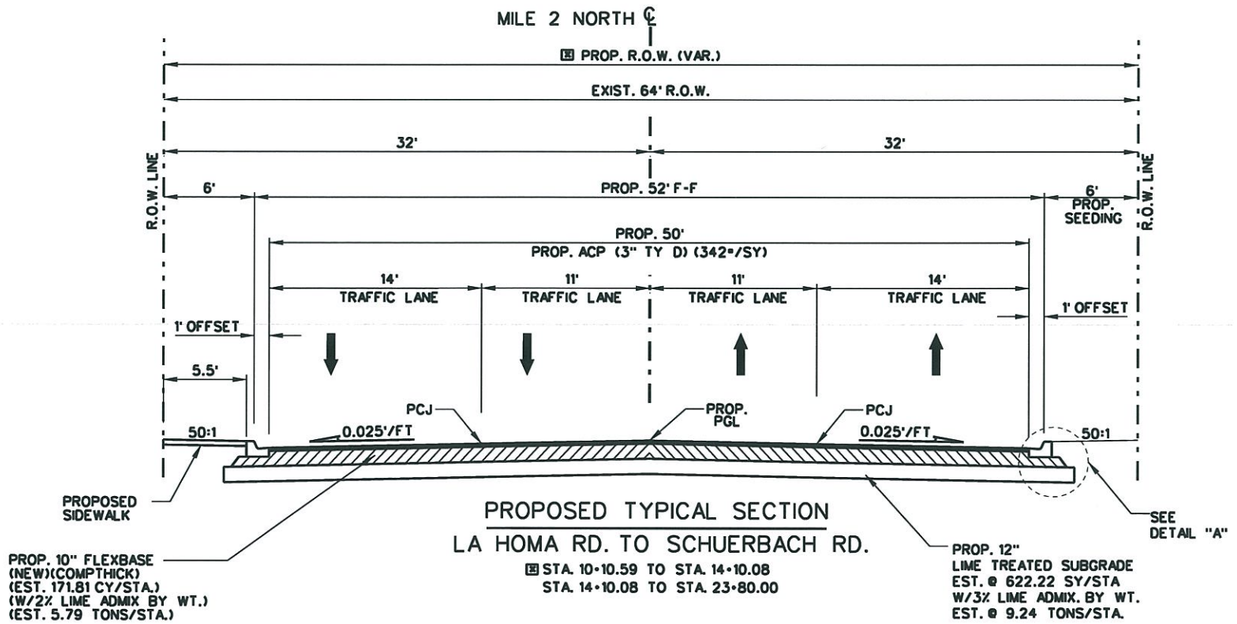
ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.

114#/SY OF ACP IS EQUIVALENT TO 1" DEPTH OF ACP.

THE SUBGRADE & FLEXBASE SHALL BE SHAPED AS PER DETAILS "A" & "B". THE % LIME SHOWN ON TYPICAL SECTIONS FOR ITEMS 247 "FLEX BASE" IS SEPARATE LIME WHICH MAY BE REQUIRED TO MEET P.I. AND TRIAXIAL REQUIREMENTS ADDED AT CONTRACTOR'S EXPENSE.



DETAIL "A"
N.T.S.



PROPOSED TYPICAL SECTION
LA HOMA RD. TO SCHUERBACH RD.
STA. 10+10.59 TO STA. 14+10.08
STA. 14+10.08 TO STA. 23+80.00

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MILE 2 NORTH
PROP. TYPICAL SECTIONS

SCALE:
HOR. - 1"=10'
VER. -

SHEET 1 OF 4

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				11
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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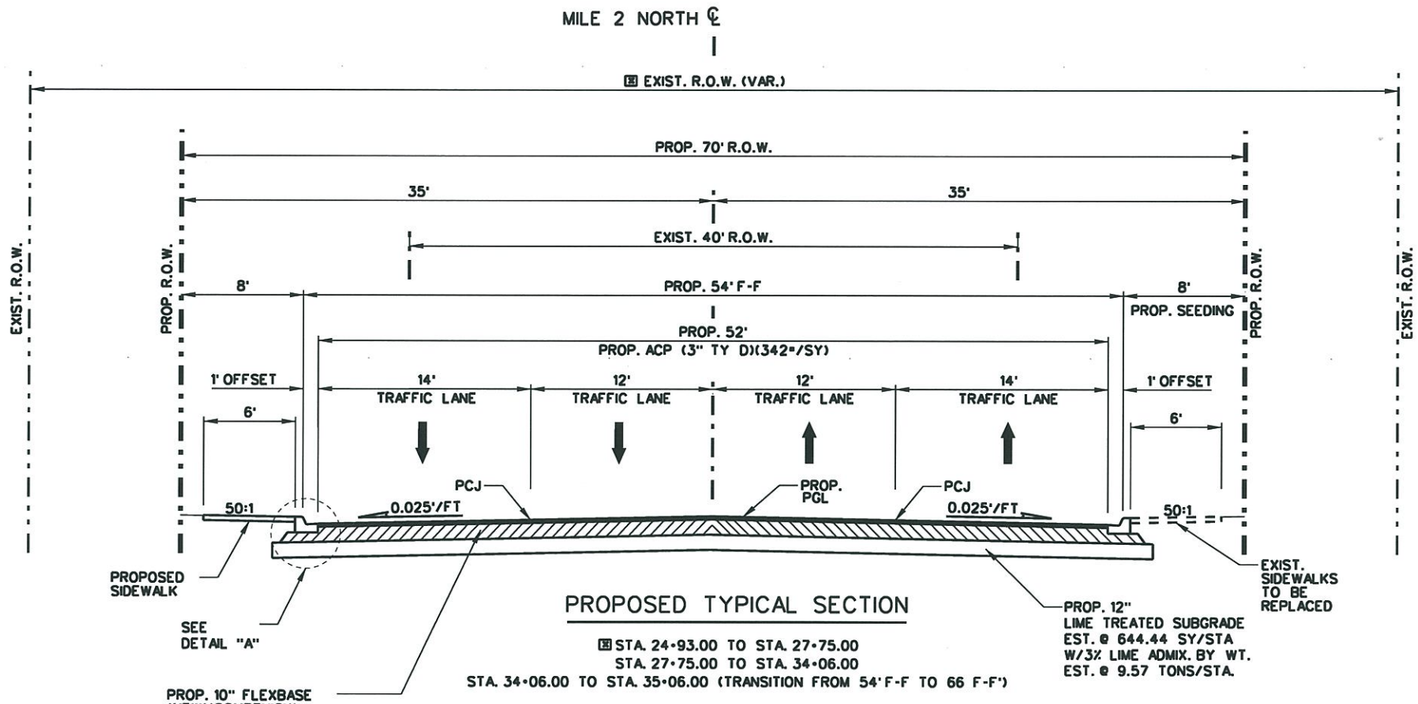
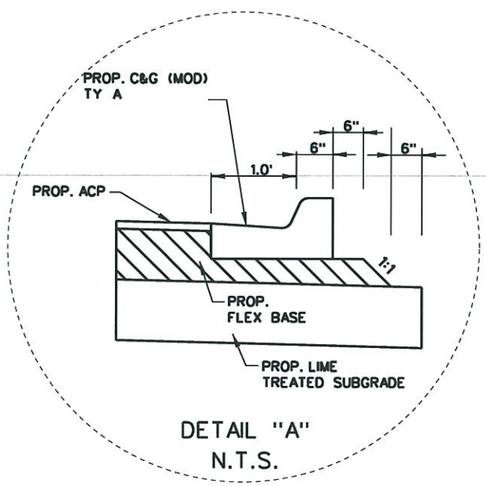
5/2/2014

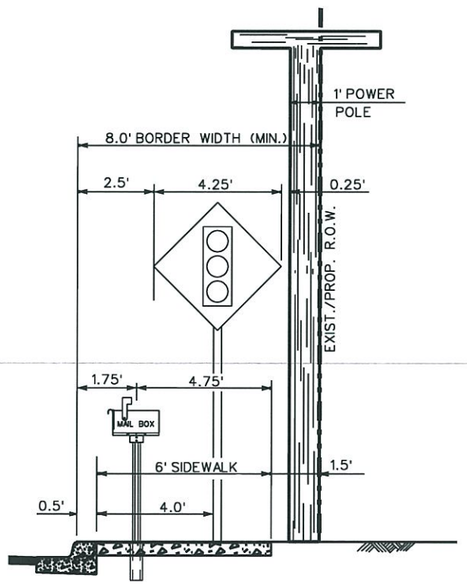


PROPOSED TYPICAL SECTION

E STA. 24+93.00 TO STA. 27+75.00
STA. 27+75.00 TO STA. 34+06.00
STA. 34+06.00 TO STA. 35+06.00 (TRANSITION FROM 54' F-F TO 66 F-F')



DETAIL "A"
N.T.S.



TYPICAL 6' SIDEWALK DETAIL (8' CLEAR BORDER WIDTH MIN.)
(SHOWING MAILBOX & SIGN LOCATIONS)
N.T.S.

GENERAL NOTES:

WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

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MILE 2 NORTH
PROP. TYPICAL SECTIONS

SCALE:
HOR. - 1"=10'
VER. -

SHEET 2 OF 4

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
6	TX		12

STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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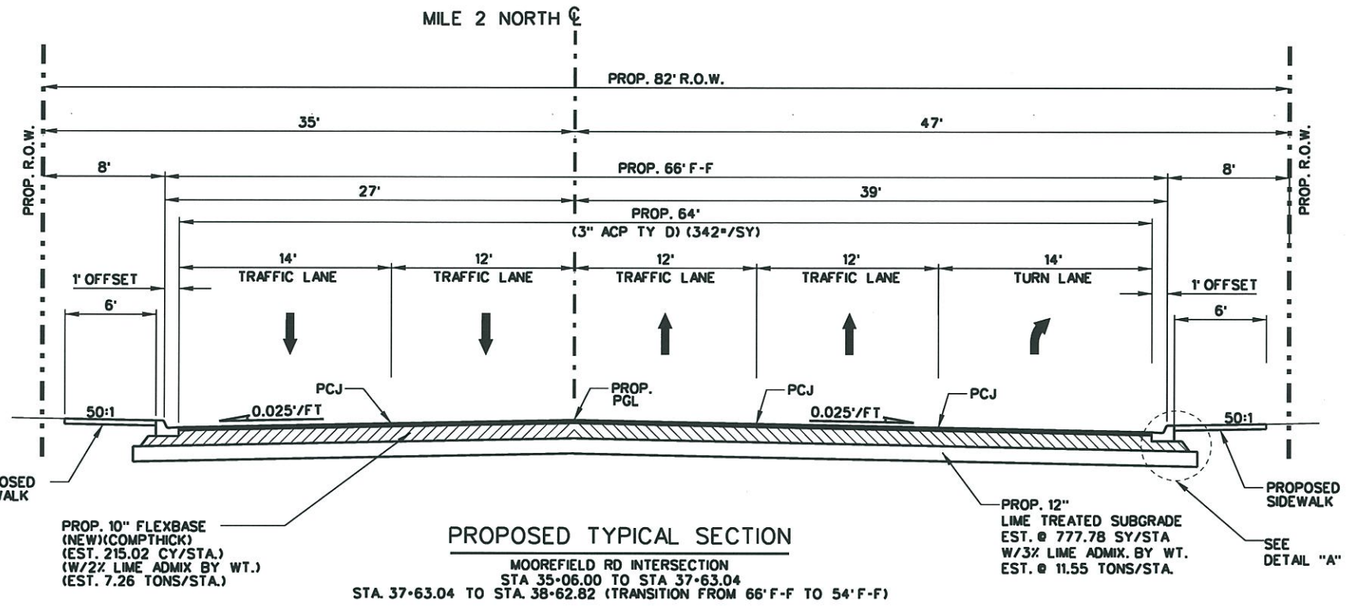
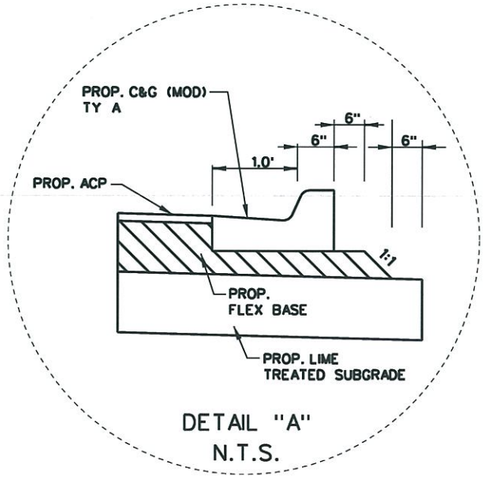
5/2/2014



PROPOSED TYPICAL SECTION

MOOREFIELD RD INTERSECTION
STA 35+06.00 TO STA 37+63.04
STA. 37+63.04 TO STA. 38+62.82 (TRANSITION FROM 66'F-F TO 54'F-F)



DETAIL "A"
N.T.S.

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MILE 2 NORTH
PROP. TYPICAL SECTIONS

SCALE:
HOR. - 1"=10'
VER. -

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.		6	TX				13
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323	MILE 2
TR:	
CK TR:	

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5/2/2014

GENERAL NOTES:

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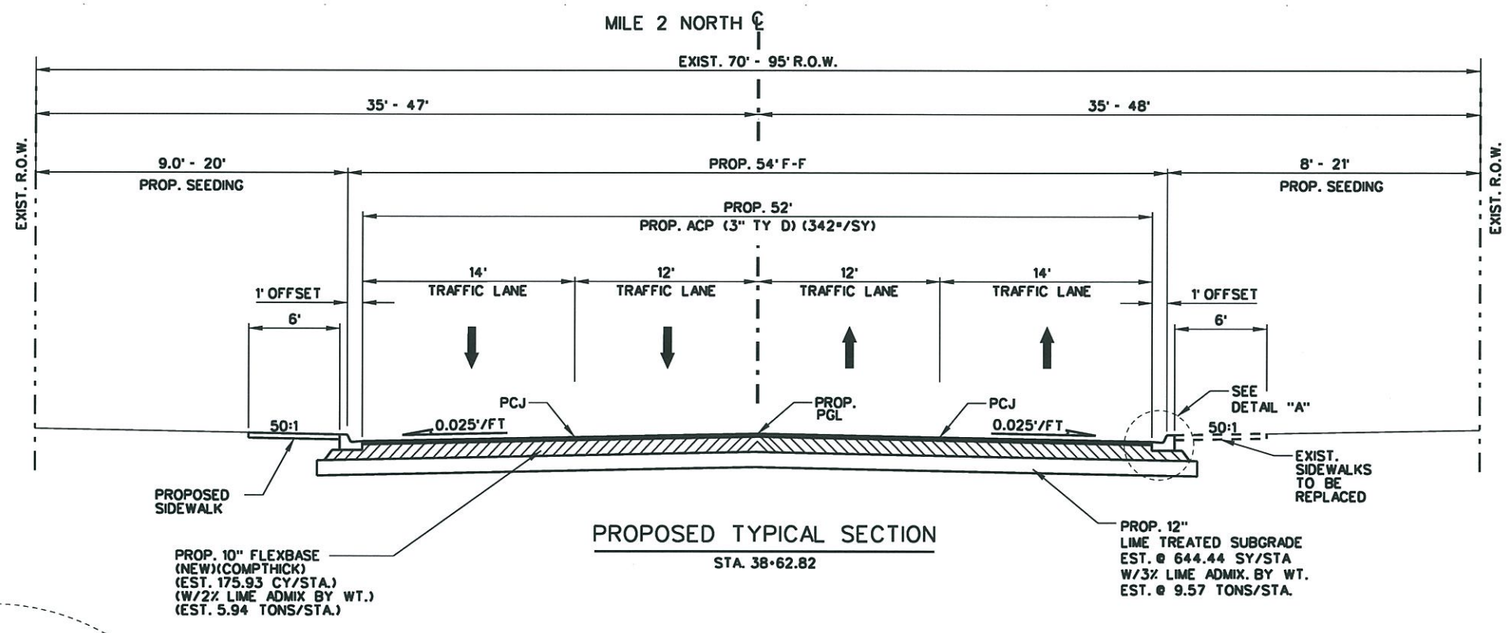
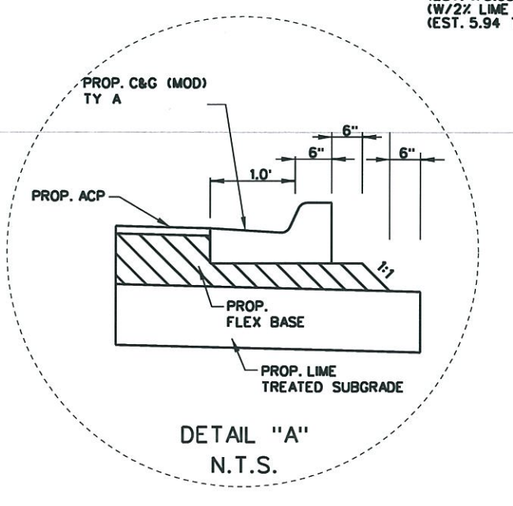


PROPOSED TYPICAL SECTION

STA. 38+62.82



DETAIL "A"
N.T.S.

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MILE 2 NORTH
PROP. TYPICAL SECTIONS

SCALE:
HOR. - 1"=10'
VER. -

SHEET 4 OF 4

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					14
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

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5/2/2014

MILE 2 NORTH

```
COMPUTING EARTHWORKS FOR BASELINE = CHN03
COMPUTING EARTHWORKS FOR JOB = 210
FORMING LIST OF XSCELLS
BEGINNING EARTHWORKS COMPUTATION
CSJ: 0921-02-323
```

Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate	Accum Adj Vol (cu. yd.)
6+00.00	DIRT						
	Excavation	69.6	0	0	1.00		0
	Fill	10.0	0	0	1.00	0	0
6+50.00	DIRT						
	Excavation	93.0	151	151	1.00		151
	Fill	1.9	11	11	1.00	140	11
7+00.00	DIRT						
	Excavation	88.5	168	168	1.00		319
	Fill	2.4	4	4	1.00	304	15
7+50.00	DIRT						
	Excavation	76.9	153	153	1.00		472
	Fill	7.1	9	9	1.00	448	24
8+00.00	DIRT						
	Excavation	60.0	127	127	1.00		599
	Fill	2.8	9	9	1.00	566	33
8+50.00	DIRT						
	Excavation	63.2	114	114	1.00		713
	Fill	3.7	6	6	1.00	674	39
9+00.00	DIRT						
	Excavation	67.2	121	121	1.00		834
	Fill	11.8	14	14	1.00	781	53
9+50.00	DIRT						
	Excavation	71.6	129	129	1.00		963
	Fill	9.3	20	20	1.00	890	73
10+00.00	DIRT						
	Common Exc	NA	963	963	1.00		
10+00.00	DIRT						
	Fill	NA	73	73	1.00	890	
10+61.49	DIRT						
	Excavation	50.6	0	0	1.00		963
	Fill	9.7	0	0	1.00	890	73
11+00.00	DIRT						
	Excavation	60.3	79	79	1.00		1042
	Fill	2.6	9	9	1.00	960	82
12+00.00	DIRT						
	Excavation	199.1	480	480	1.00		1522
	Fill	2.7	10	10	1.00	1430	92
13+00.00	DIRT						
	Excavation	68.9	496	496	1.00		2018
	Fill	5.6	15	15	1.00	1911	107
14+00.00	DIRT						
	Excavation	56.6	232	232	1.00		2250
	Fill	7.9	25	25	1.00	2118	132
15+00.00	DIRT						
	Excavation	63.6	223	223	1.00		2473
	Fill	8.3	30	30	1.00	2311	162
16+00.00	DIRT						
	Excavation	67.5	243	243	1.00		2716
	Fill	6.8	28	28	1.00	2526	190
17+00.00	DIRT						
	Excavation	81.3	276	276	1.00		2992
	Fill	4.1	20	20	1.00	2782	210
18+00.00	DIRT						
	Excavation	95.5	327	327	1.00		3319
	Fill	3.1	13	13	1.00	3096	223
19+00.00	DIRT						
	Excavation	99.7	361	361	1.00		3680
	Fill	2.7	11	11	1.00	3446	234
20+00.00	DIRT						
	Excavation	91.8	355	355	1.00		4035
	Fill	2.7	10	10	1.00	3791	244
21+00.00	DIRT						
	Excavation	81.0	320	320	1.00		4355
	Fill	2.9	10	10	1.00	4101	254
22+00.00	DIRT						
	Excavation	79.8	298	298	1.00		4653
	Fill	4.2	13	13	1.00	4386	267
23+00.00	DIRT						
	Excavation	75.7	288	288	1.00		4941
	Fill	2.0	11	11	1.00	4663	278
23+81.18	DIRT						
	Excavation	59.4	203	203	1.00		5144
	Fill	3.5	8	8	1.00	4858	286

MILE 2 NORTH (CONT.)

24+00.00	DIRT						
	Excavation	55.9	40	40	1.00		5184
	Fill	5.7	3	3	1.00	4895	289
25+00.00	DIRT						
	Excavation	49.6	195	195	1.00		5379
	Fill	22.3	52	52	1.00	5038	341
25+47.04	DIRT						
	Excavation	47.9	85	85	1.00		5464
	Fill	12.7	30	30	1.00	5093	371
26+00.00	DIRT						
	Excavation	49.2	95	95	1.00		5559
	Fill	10.6	23	23	1.00	5165	394
27+00.00	DIRT						
	Excavation	75.6	231	231	1.00		5790
	Fill	3.8	27	27	1.00	5369	421
28+00.00	DIRT						
	Excavation	112.7	349	349	1.00		6139
	Fill	0.0	7	7	1.00	5711	428
29+00.00	DIRT						
	Excavation	136.4	461	461	1.00		6600
	Fill	0.0	0	0	1.00	6172	428
30+00.00	DIRT						
	Excavation	173.4	574	574	1.00		7174
	Fill	0.0	0	0	1.00	6746	428
31+00.00	DIRT						
	Excavation	199.1	690	690	1.00		7864
	Fill	0.0	0	0	1.00	7436	428
32+00.00	DIRT						
	Excavation	182.3	706	706	1.00		8570
	Fill	0.0	0	0	1.00	8142	428
33+00.00	DIRT						
	Excavation	200.0	708	708	1.00		9278
	Fill	0.0	0	0	1.00	8850	428
34+00.00	DIRT						
	Excavation	184.2	711	711	1.00		9989
	Fill	0.2	0	0	1.00	9561	428
34+05.90	DIRT						
	Excavation	181.3	40	40	1.00		10029
	Fill	0.4	0	0	1.00	9601	428
35+00.00	DIRT						
	Excavation	164.3	602	602	1.00		10631
	Fill	1.6	3	3	1.00	10200	431
35+05.90	DIRT						
	Excavation	164.2	36	36	1.00		10667
	Fill	1.5	0	0	1.00	10236	431
36+00.00	DIRT						
	Excavation	140.5	531	531	1.00		11198
	Fill	1.7	6	6	1.00	10761	437
37+00.00	DIRT						
	Excavation	138.0	516	516	1.00		11714
	Fill	1.9	7	7	1.00	11270	444
37+63.05	DIRT						
	Excavation	150.0	336	336	1.00		12050
	Fill	0.0	2	2	1.00	11604	446
38+00.00	DIRT						
	Excavation	99.1	170	170	1.00		12220
	Fill	2.4	2	2	1.00	11772	448
38+63.05	DIRT						
	Excavation	86.5	217	217	1.00		12437
	Fill	8.5	13	13	1.00	11976	461

CSJ: 0921-02-323 TOTALS: Common Exc = 12437
Fill = 461

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED
PROFESSIONAL ENGINEER
5/2/2014

THE COUNTY OF HIDALGO TEXAS

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MILE 2 NORTH
EARTHWORK

SHEET 1 OF 1

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					25
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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5/2/2014

BASIS OF ESTIMATE

	ITEM 204	ITEM 260		ITEM 310	ITEM 3268	ITEM 247	ITEM 260	
	2003	2011	2016	2026	2039	2225	2054	2016
LOCATION MILE 2 NORTH	SPRINKLING (DUST CONTROL) (EST. 4 MG/STA)	LIME TREAT. SUBGR. (12 IN)	HYDRATED LIME (SLURRY) 3% BY WT.	ASPH MATERIAL PRIME COAT (EC 30) (0.2 GAL/SY)	DENSE-GRADED HOT MIX ASPHALT (QC/QA) (TY D) (PG. 64-22) SAC - B	FLEX BASE (RDWY DEL) TY E GR 4 (FINAL POS)	LIME TREAT. FOR BASE COURSE (10 IN) (NEW BASE)	● HYDRATED LIME (SLURRY) 2% BY WT. NEW 3% BY WT. (SALVAGE)
	(MG)	(SY)	(TON)	(GAL)	(TON)	(CY)	(SY)	(TON)
CSJ: 0921-02-323								
STA. 5+78.27-STA. 38+07.67								
STA. 5+78.27-STA. 9+87.40		1,997.78	29.67	377.44	315.69	542.01	1,951.24	18.29
STA. 10+10.59 - 23+82.59		8,132.55	120.77	1,427.16	1,220.24	2,120.24	7,644.70	71.56
STA. 23+82.59 - 24+50.88		395.96	5.88	69.81	59.70	103.43	372.35	3.49
SCHUERBACH ROAD		1,045.47	15.53	192.67	168.04	277.44	1,017.09	9.36
STA. 24+50.88 - 25+47.69		572.51	8.50	104.44	86.45	150.09	540.32	5.07
STA. 25+47.69 - 34+06.00		5,179.95	92.99	916.40	783.34	1,359.92	4,895.71	45.90
STA. 34+06.00 - 35+06.00		668.11	9.92	120.00	102.54	176.38	635.00	5.95
STA. 35+06.00 - 38+07.67		2,214.48	33.51	401.48	343.27	586.20	2110.32	19.78
MOOREFIELD ROAD		949.30	14.10	173.24	149.22	253.64	913.10	8.56
						✖ -827		
GRAND TOTAL:	130	21,156.11	330.87	3,782.64	3,228.49	4,742.35	20,079.83	187.96

EST. WT. OF FLEXIBLE BASE NEW AND/OR SALVAGE = 125#/CF((3375#/CY.)(COMPACTED DRY WT.)

EST. WT. OF SUBGRADE = 110#/CF(2970#/CY)(COMPACTED)

● THIS LIME IS SEPARATE FROM LIME WHICH MAY BE REQUIRED TO MEET PI AND TRIAXIAL REQUIREMENTS ADDED AT CONTRACTORS EXPENSE.

✖ ITEM 251 REWORKING BASE MATERIAL SUBTRACTED FROM PROPOSED FLEXBASE NEEDED FOR PROJECT.

SUMMARY OF ITEM 100

	2002	STATION
CSJ: 0921-02-323	STA. 5+78.27-STA. 9+87.40	4.09
	STA. 10+10.59-STA. 38+62.82	28.52
GRAND TOTAL		32.61

SUMMARY OF EXCAVATION AND EMBANKMENT

SHEET NO. LOCATION	ITEM 110 2001 EXCAVATION (ROADWAY)	ITEM 110 2002 EXCAVATION (CHANNEL)	ITEM 132 2006 EMBANKMENT (FINAL) (DENS CONT) (TY C)
	(CY)	(CY)	(CY)
CSJ: 0921-02-323			
STA. 5+78.27-STA. 38+62.82	12,437		461
IRRG. STA. 5+00-10+00			207
GRAND TOTAL	12,437		668

SUMMARY OF ITEM 251
(REWORKING BASE MATERIAL)

CONST. PHASE	STATION LIMITS	AVG. WIDTH	AVG. THICKNESS ⊛	AREA ⊛	ITEM 251 2159 ⊕ REWRK BS MTL (VEH)
		(FT)	(IN.)	(SY)	(CY)
PHASE III	CSJ: 0921-02-323				
LT	STA. 11+86.91 TO STA. 24+57.37		9 1/2	889	234
RT	STA. 24+37.45 TO STA. 37+92.67		9 1/2	2250	593
	GRAND TOTAL				827

⊕ PAYMENT IS BASED ON 100% RECOVERY RATE. QUANTITY TO BE USED AS SALVAGE IS BASED ON 100% OF THE RECOVERED MATERIAL.

⊛ FOR CONTRACTORS INFORMATION ONLY (NON-PAY)

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MILE 2 NORTH
ESTIMATED QUANTITIES

SHEET 1 OF 5

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					26
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.	
CK DW: D.B.T.		21	HIDALGO	0921	02	323	MILE 2	
TR:								
CK TR:								

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SUMMARY OF REMOVAL OF CONC. ITEMS

SHEET NO.	ITEM 104				ITEM 496						
	2015	2009	2022	2026	2008	2002	2003	2004	2006	2007	2042
	REMOVE CONC. SIDEWALK	REMOVE CONC. RIP-RAP	REMOVE CONC. C & G	REMOVE CONC. GUTTER	REMOVE STRUCT. (BOX CULVERT)	REMOVE STRUCT. (INLET)	REMOVE STRUCT. (MANHOLE)	REMOVE STRUCT. (S.E.T.)	REMOVE STRUCT. (HEADWALL)	REMOVE STRUCT. (PIPE)	REMOVE STRUCT. (SMALL)
	(SY)	(SY)	(LF)	(LF)	(LF)	(EA)	(EA)	(EA)	(EA)	(LF)	(EA)
CSJ: 0921-02-323											
P&P SHEET 2 OF 7								2		74	
P&P SHEET 7 OF 7			126								
IRRG. STA. 5+00-10+00		12									1
IRRG. STA. 24+51-25+47										100	
GRAND TOTAL:		12	126					2		174	1

SUMMARY OF SHEET ITEMS

SHEET NO.	ITEM 529		ITEM 531				
	2017	2012	2005	2006	2040	2041	2015
	CONC. VALLEY GUTTER (LF)	CONC. CURB & GUTTER (TY A)(MOD) (LF)	CURB RAMP TY "1" (EA)	CURB RAMP TY "2" (EA)	CURB RAMP TY "5" (EA)	CURB RAMP TY "10" (EA)	CONC. SIDEWALK (4") (SY)
CSJ: 0921-02-323							
P&P SHEET 2 OF 7		734	2				179
P&P SHEET 3 OF 7		1000					272
P&P SHEET 4 OF 7		1000					296
P&P SHEET 5 OF 7		1070	4	4			336
P&P SHEET 6 OF 7		1000					297
P&P SHEET 7 OF 7		1064	8				319
GRAND TOTAL:		5,868	14	4			1,699

ITEM 106-2001

REMOVAL SHEET NO.	OBLITERATING ABANDONED RD. (STA.)
CSJ: 0921-02-323	
P&P SHEET 1 OF 7	2.40
P&P SHEET 2 OF 7	2.36
P&P SHEET 5 OF 7	1.48
CSJ: 323 TOTAL:	6.24

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MILE 2 NORTH ESTIMATED QUANTITIES

SHEET 2 OF 5

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
6	TX					27
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
21	HIDALGO	0921	02	323		MILE 2

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ITEMS FOR TRAFFIC SIGNALS, ILLUMINATION, & LARGE GUIDE SIGNS

ITEM	DESCR CODE	DESCRIPTION	UNIT	QUANTITY
CSJ: 0921-02-323				
416	2032	DRILL SHAFT (TRF SIG POLE)(36 IN)	LF	60.8
618	2024	CONDT (PVC)(SCHD 40)(4")	LF	16
620	2009	ELEC CONDR (NO. 6) BARE	LF	140
620	2010	ELEC CONDR (NO. 6) INSULATED	LF	70
621	2004	TRAY CABLE (4 CONDR) (12 AWG)	LF	390
625	2004	ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	255
628	2145	ELEC SRV TY T 120/240 000 (NS)GS(L)TS(O)	EA	2
680	2001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	2
682	2027	VEH SIG SEC (12 IN) LED (RED)	EA	16
684	2010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	250
686	2018	INS TRF SIG PL AM(S) STR (TY D) LUM	EA	4
*		CONTROLLER, FLASHING BEACON	EA	2

* QUANTITIES SHOWN ARE FOR CONTRACTORS' INFORMATION ONLY. THESE ITEMS ARE SUBSIDIARY TO VARIOUS OTHER ITEMS.

(ITEM 668) SUMMARY OF PREFABRICATED PAVEMENT MARKINGS

SHEET No.	TY B (WHITE) 2074 WORD (ONLY) EA	2065 DBL. ARROW EA	2073 ARROW (U-TURN) EA	2064 SGL. ARROW EA	2070 RR XING SYMBOL EA
	EST.	EST.	EST.	EST.	EST.
CSJ: 0921-02-323					
SHEET 1 OF 2	3	-	-	6	-
SHEET 2 OF 2	1	-	-	2	-
GRAND TOTAL:	4	-	-	8	-

(ITEM 644) SUMMARY OF SMALL SIGNS (TO BE INSTALLED)

SHEET No.	TYPE OF MOUNT 2022 TY S80(1)SA (P) EA	2025 TY S80(1)SA (T) EA	2027 TY S80(1)SA (U) EA	2028 TY S80(1)SA (U) (1 EXT) EA	2063 SUP & AM RAIL MOUNT EA
	EST.	EST.	EST.	EST.	EST.
CSJ: 0921-02-323					
SHEET 1 OF 2	6	-	-	-	-
SHEET 2 OF 2	12	-	-	-	-
GRAND TOTAL:	18	-	-	-	-

(ITEM 672) SUMMARY OF RAISED PAVEMENT MARKERS

SHEET No.	CL B (REFL) 2012 TY I-C (SGL REFL) EA	2015 TY II-AA (DBL REFL) EA	2017 TY II-CR EA
	EST.	EST.	
CSJ: 0921-02-323			
SHEET 1 OF 2	55	192	
SHEET 2 OF 2	50	150	
GRAND TOTAL:	105	342	

(ITEM 644) SUMMARY OF SMALL SIGNS (TO BE REMOVED OR RELOCATED)

SHEET No.	2077 REMOVE SMALL SIGN ASSM (EA)	2085 RELOC SMALL SIGN ASSM (EA)
	EST.	EST.
CSJ: 0921-02-323		
SUMMARY OF SIGNS TO BE REMOVED	22	
GRAND TOTAL:	22	

(ITEM 666) SUMMARY OF REFLECTORIZED PAVEMENT MARKINGS

SHEET No.	TY I-THERMOPLASTIC, (100 MIL) 2003 4" BROKEN WHITE (LF)	2012 4" SOLID WHITE (LF)	2036 8" SOLID WHITE (LF)	2048 24" SOLID WHITE (LF)	2111 4" SOLID YELLOW (DBL) (LF)	2105 4" BROKEN YELLOW (LF)	2123 8"SOLID YELLOW (LF)	2132 24"SOLID YELLOW (LF)	12" LANE DROP WHITE (LF)	2042 12"SOLID WHITE (LF)
	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST
CSJ: 0921-02-323										
SHEET 1 OF 2	630		370	70	3760					143
SHEET 2 OF 2	640		255	191	2960					783
GRAND TOTAL:	1,270	-	625	261	6,720	-	-	-	-	926

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MILE 2 NORTH ESTIMATED QUANTITIES

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				28
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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SUMMARY OF PROP. DRAINAGE & IRRIGATION STRUCTURES

SHEET	ITEM 400					ITEM 402	ITEM 432	ITEM 462	ITEM 464							
	2001	2005	2006	2007	2011	2001	2001	2023	2089	2090	2091	2092	2093	2094	2096	2111
	STRUCT. EXCAV. * EST.	CEMENT STABILIZE FILL EST.	CUT & RESTORE PAVEMENT EST.	STRUCT EXCAV. (SPL) EST.	SAND BACKFILL EST.	TRENCH PROTECTION EST.	RIPRAP (CONC) (4 IN) EST.	CONC. BOX. CULV. (8'x8') EST.	PROP.18" RCP (SPL) (CL-III) EST.	PROP.24" RCP (SPL) (CL-III) EST.	PROP.30" RCP (SPL) (CL-III) EST.	PROP.36" RCP (SPL) (CL-III) EST.	PROP.42" RCP (SPL) (CL-III) EST.	PROP.48" RCP (SPL) (CL-III) EST.	PROP.60" RCP (SPL) (CL-III) EST.	PROP.72" RCP (SPL) (CL-III) EST.
	(CY)	(CY)	(SY)	(CY)	(CY)	(LF)	(CY)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)
CSJ: 0921-02-323																
HYDRAULIC DATA SHT																
NET A SHT 2 OF 2	1711	128		124	470	667			390	911	203					
NET B SHT 3 OF 3	2530	72		157	801	1318			216	116	142	697	396			
IRRG. STA. 5+00-10+00	416			12		318	12									
IRRG. STA. 24+51-25+47	127	16	44	3		100										
IRRG. STA. 25+47	200	18	10	10		128										
GRAND TOTAL	4,984	234	54	306	1,271	2,531	12	-	606	1027	345	697	396	-	-	-

* FOR CONTRACTOR'S INFORMATION ONLY (NON-PAY)

★ TO BE USED IN CASE OF UNSTABLE SOIL.

SUMMARY OF ITEM 530, "DRIVEWAYS"

SHEET NO.	2011	2010
	DRIVEWAYS (ACP)	DRIVEWAYS (CONC.)
	(SY)	(SY)
DRIVEWAY (PRVT.)	462	153
GRAND TOTAL	462	153

SUMMARY OF PROP. DRAINAGE & IRRIGATION STRUCTURES

SHEET	ITEM 465						ITEM 474		ITEM 4035						ITEM 4061			ITEM 4269
	2005	2012	2103	2109	2113	2298	2005	2006	2004	2005	2006	2009	2012	2017	2001	2014	2006	2003
	MANH (COMPL) (TY M) EST.	INLET (COMPL) (TY A) EST.	INLET (COMPL) (TY F) EST.	INLET EXT. EST.	INLET (COMPL) (TY CC) EST.	MANH (COMPL) (TY J) (JCT BOX) EST.	SLOT DRAIN (GAL STL) (18 IN) EST.	SLOT DRAIN OUTFALL (GAL STL) (18 IN) EST.	RCLHPP (18") CL III EST.	RCLHPP (24") CL III EST.	RCLHPP (30") CL III EST.	RCLHPP (36") CL III EST.	RCLHPP (42") CL III EST.	RCLHPP (48") CL III EST.	WELL GATE (18") EST.	WELL GATE (24") EST.	IRRIG. VALVE (18") EST.	IRRIG. (24") PVC EST.
	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(EA)	(EA)	(EA)	(LF)
CSJ: 0921-02-323																		
HYDRAULIC DATA SHT																		
NET A SHT 2 OF 2	2		10	6														
NET B SHT 3 OF 3	1		9	6	2													
IRRG. STA. 5+00-10+00											161	22						318
IRRG. STA. 24+51-25+47										100		17	17			2		
IRRG. STA. 25+47										128			31			2		
GRAND TOTAL	3	-	19	12	2	-	-	-	-	228	161	39	48	-	-	4	-	318

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MILE 2 NORTH ESTIMATED QUANTITIES

SHEET 4 OF 5

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				29
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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SUMMARY OF WORK ZONE PAVEMENT MARKINGS

	ITEM 662 NON-REMOVABLE (THERMOPLASTIC)							ITEM 672 RAIS PAV MRK		ITEM 672 GUIDE MARKS		ITEM 677 ELIM PAV MRK	
	2004	2032	2001	2031	2010	2030	2016	2017	2015	2060	-	2001	2007
	4" (W) (SLD)	4" (Y) (SLD)	4" (W) (BRK)	4" (Y) (DOT)	8" (W) (SLD)	4" (Y) (BRK)	24" (W) (SLD)	TY II-CR	TY II-AA	TABS TY W	TABS TY Y-2	4"	24"
	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	LF	
CSJ: 0921-02-323													
PHASE I													
SHT 2 OF 4	571	1176					26						
SHT 3 OF 4	1265	1650					65						
SHT 4 OF 4	887	-					77						
PHASE II													
SHT 1 OF 3	587	1164											
SHT 2 OF 3	1215	2422					24						
SHT 3 OF 3	1130	1728					46						
PHASE IIII													
SHT 1 OF 3	596	1192											
SHT 2 OF 3	1224	2456					53						
SHT 3 OF 3	873	1746					70						
GRAND TOTAL	8,348	13,534					361						

SUMMARY OF ITEM 508
CONSTRUCT DETOURS (CL 3) (SY)

CONSTRUCTION PHASE	STATION LIMITS	AVG. WIDTH (FT)	AREA (SY)
PHASE I			
CSJ: 0921-02-323			
SHT 2 OF 4	10+00-16+00		367
SHT 3 OF 4	16+00-29+00		1074
SHT 4 OF 4	29+00-38+64		1427
GRAND TOTAL:			2,868

(TO BE SALVAGED UNDER PHASE III CONSTRUCTION)

SUMMARY OF TEMP EROSION CONTROL

SHEET	ITEM 1122 ROCK FILT DAM		CONST EXITS			
	2002	2009	2017	2019	2037	2048
	INST TY 2	REMOVE	INST TY 2	REMOVE	TEMP.SED. CONT.FNC.	BIO ERSN LOGS 12"
	LF	LF	SY	SY	LF	LF
CSJ: 0921-02-323						
SW3P SHT 1 OF 3			78	78	60	80
SW3P SHT 2 OF 3					60	280
SW3P SHT 3 OF 3					60	160
GRAND TOTAL:			78	78	180	520

SHEET	ITEM 160	ITEM 164 DRILL SEED		ITEM 166
	2005	2036	2042	2002
	FURNISH & PLACING TOPSOIL	(PERM) (RURAL) (CLAY)	(TEMP) (WARM)	FERTILIZER ✱
		AC	AC	TON
CSJ: 0921-02-323				
STA. 5+78.67-STA. 38+62.82	25	0.77	0.77	0.04
GRAND TOTAL	25	0.77	0.77	0.04

✱ FOR CONTRACTORS INFORMATION ONLY (NON-PAY). FERTILIZER QUANTITIES ARE BASED ON A RATE OF 100 LBS OF NITROGEN PER ACRE. TONNAGE SHOWN IS BASED ON NPK OF 10-5-5.

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MILE 2 NORTH
ESTIMATED QUANTITIES

SHEET 5 OF 5

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					30
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	232		MILE 2
TR:								
CK TR:								

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GENERAL NOTES AND SPECIFICATIONS DATA:

USE A POWER-BROOM WHEN CLEANING THE ROADWAY AS NEEDED.

REMOVE & DISPOSE ALL MATERIAL NOT DEEMED SALVAGEABLE BY THE ENGINEER, UNLESS OTHERWISE SHOWN ON THE PLANS.

ON EXISTING PAVEMENT THAT WILL REMAIN IN PLACE, SAND BLAST OR SURFACE TREAT IN ORDER TO REMOVE EXISTING STRIPING.

DO NOT BLOCK DRAINAGE WHEN HANDLING & STOCKPILING EXCAVATED MATERIAL.

MAINTAIN ACCESS TO DRIVEWAYS AND INTERSECTIONS THROUGH ALL PHASES OF CONSTRUCTION.

TRAFFIC CONTROL DEVICES:

AT THE COMMENCEMENT OF THE PROJECT, ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCEPTABLE CONDITION, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT, AS PER GUIDELINES FOR TEMPORARY TRAFFIC CONTROL DEVICES AND FEATURES.

NOTIFY THE AREA ENGINEER(AE) IN WRITING (E-MAIL IS ACCEPTABLE) ONCE THE TRAFFIC CONTROL PLAN (TCP) AND ALL TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED AS PER PLANS ON THE PROJECT SO THAT THE DEPARTMENT'S RESPONSIBLE PERSON ACCOMPANIED BY THE CONTRACTOR'S RESPONSIBLE PERSON CAN CONDUCT A NIGHT INSPECTION ON THE SAID TCP AND TRAFFIC CONTROL DEVICES. COMMENCEMENT OF WORK WILL NOT BE AUTHORIZED NOR ALLOWED UNTIL THE AE NOTIFIES THE CONTRACTOR IN WRITING (E-MAIL IS ACCEPTABLE) TO PROCEED WITH THE WORK.

CONTRACTOR SHALL HAVE A SUFFICIENT AMOUNT OF TRAFFIC CONTROL DEVICES IN ACCEPTABLE CONDITION TO REPLACE ANY DAMAGED TRAFFIC CONTROL DEVICE WITHIN 24 HOURS OF NOTIFICATION.

PROVIDE ADDITIONAL SIGNS AND BARRICADES AS NECESSARY TO ADDRESS FIELD CONSTRUCTIBILITY & VISIBILITY. THESE ADDITIONAL SIGNS WILL BE CONSIDERED SUBSIDIARY TO ITEM 502.

REMOVE OR COMPLETELY COVER ALL EXISTING SIGNS WHICH ARE IN CONFLICT WITH THE TRAFFIC CONTROL PLAN.

ADJUST STOP SIGNS AS NEEDED ON INTERSECTING STREETS DURING THE VARIOUS CONSTRUCTION PHASES. DO NOT REMOVE ANY EXISTING STOP SIGNS UNTIL TEMPORARY SIGNS ARE IN PLACE.

COORDINATE THE TRAFFIC CONTROL PLAN AND THE VARIOUS SEQUENCES OF CONSTRUCTION WITH ADJACENT CONSTRUCTION PROJECTS IF APPLICABLE, TO ENSURE THE UNINTERRUPTED AND SAFE FLOW OF TRAFFIC.

NOTIFY THE ENGINEER IN WRITING WHEN MAJOR TRAFFIC CHANGES ARE TO BE MADE. NOTIFICATIONS MUST BE GIVEN A MINIMUM OF THREE WORKING DAYS PRIOR TO THE CHANGE.

ALL WORK ZONE PAVEMENT MARKINGS FOR THIS PROJECT SHALL BE 0.100 INCHES (100 MIL) THICK THERMOPLASTIC.

SAFETY:

PROTECT EXPOSED PITS THAT MUST REMAIN OPEN DURING NON-WORKING HOURS AS PER OSHA REQUIREMENTS.

PROJECT SPECIFIC NOTES:

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMETNS OF ITEM 7, "LEGAL RELATIONS AND RESPONSIBILITIES" OF THE STANDARD SPECIFICATIONS.

WHEN CONNECTING PROPOSED ROADWAY AND/OR DETOURS TO SECTIONS OF EXISTING PAVEMENT BEING USED BY TRAFFIC AND SUCH OPERATIONS RESULT IN A DROP-OFF OF MORE THAN TWO (2) INCHES, A FOUR (4) FOOT BUFFER ZONE OR 3:1 SLOPE WILL BE REQUIRED. THE SLOPE MUST BE CONSTRUCTED WITH A COMPACTED MATERIAL CAPABLE OF SUPPORTING VEHICLES, AS APPROVED BY THE ENGINEER. THIS WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS.

ALL STORM DRAIN LATERALS SHALL BE PLUGGED TEMPORARILY DURING CONSTRUCTION WHEN CONSTRUCTED HALF AT A TIME.

CONSTRUCT INTERSECTION HALF AT A TIME.

USE TCP SHEET 2-2 FOR TRAFFIC CONTROL DURING CONSTRUCTION OF THE INSPIRATION RD. AND TROSPER RD. TRUNKLINE. DURING INSPIRATION RD. AND TROSPER RD. CONSTRUCTION THE CONTRACTOR IS TO PROVIDE A TEMPORARY COMPACTED DRIVING SURFACE FOR RESIDENTAL ACCESS OVER THE TRUNKLINE BACKFILL UNTIL THAT TIME WHICH THE CONTRACTOR CAN COMPLETE THE PROPOSED CUT & RESTORE PAVEMENT OPERATIONS FROM END TO END IN ONE PASS. THIS WORK IS TO BE DONE IN A TIMELY MANNER AS THE TRUNKLINE CONSTRUCTION PROCEEDS ALONG INSPIRATION RD. AND TROSPER RD. THE CONTRACTOR SHALL NOT LEAVE ANY OPEN PITS OVER NIGHT ALONG INSPIRATION RD. AND TROSPER RD. ALL VERTICAL PANELS AND TRAFFIC CONTROL DEVICES SHALL BE REMOVED AT THE END OF THE WORK DAY AND THE ROADWAY SHALL BE FULLY OPENED TO THROUGH TRAFFIC AT NIGHT. THE CONTRACTOR SHALL PROTECT ANY PIPES THAT ARE ALONG THE ROADWAY WITH TY 3 BARRICADES.

THE CONTRACTOR SHALL USE FLAGGERS EQUIPPED WITH RADIOS DURING ANY CONSTRUCTION THAT RESULTS IN ONE LANE FOR TWO-WAY TRAFFIC.

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED
PROFESSIONAL ENGINEER

5/2/2014

TRAFFIC CONTROL PLAN NOTES

SHEET 1 OF 1 SHEETS

PHARR DISTRICT STANDARD

Texas Department of Transportation

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Rev 11/27/2013

STATE	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.			SHEET NO.
TEXAS	6				31
DIST.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
PHR	HIDALGO	0921	02	323	MILE 2

PHASE I

INSTALL PROJECT LIMIT AND ADVANCE WARNING SIGNS AND INSTALL CROSSROAD BARRICADES/SIGNS, AS SHOWN ON THE TRAFFIC CONTROL PLANS (TCP), IN ACCORDANCE WITH THE LATEST (TMUTCD) AND/OR AS DIRECTED BY THE ENGINEER. THESE SIGNS SHALL BE ERECTED AND PLACED PRIOR TO COMMENCING ANY PROPOSED ROADWAY CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY TxDOT.

INSTALL SILT FENCES AND ANY OTHER REQUIRED EROSION/SEDIMENTATION CONTROL DEVICES AS SHOWN ON THE TCP SHEETS AND/OR THE SW3P LAYOUTS AND STANDARDS.

THE CONTRACTOR SHALL CONSTRUCT ALL INCIDENTAL CONSTRUCTION FROM STA. 5+78.27 TO STA. 9+87.40 UP TO THE FIRST TYPE D ACP COURSE OF 1 1/2".

AFTER EXISTING UTILITIES HAVE BEEN RELOCATED, CONSTRUCT THE PROPOSED STORM DRAINAGE TRUNK MAINS, LATERAL CROSSINGS, IRRIGATION CROSSINGS (SEE TCP LAYOUTS PHASE IA), PARALLEL LINES, AND STORM DRAINAGE OUTFALLS, PRIOR TO AND/OR DURING EACH APPROPRIATE PHASE OF CONSTRUCTION. PROVIDE APPROPRIATE TRAFFIC CONTROL DEVICES AND SIGNING AS REQUIRED. THE RESTORATION OF THE ALL-WEATHER SURFACE ROADWAY CROSSINGS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

THE CONTRACTOR SHALL CONSTRUCT A 4' MIN. - 24' MAX. TEMPORARY DETOUR FROM STA. 11+86.74 TO STA. 38+07.67 AS SHOWN ON TYPICAL SECTIONS, AND TCP LAYOUTS. THE CONTRACTOR SHALL USE FLAGGERS EQUIPPED WITH TWO WAY RADIOS FOR THE ONE LANE TWO WAY TRAFFIC FROM: SHUERBACH RD. TO: MOOREFIELD RD. AS SHOWN ON THE TCP LAYOUTS.

INSTALL TEMPORARY DRIVEWAY PIPES AS NECESSARY TO FACILITATE DRAINAGE. THIS WORK SHALL BE SUBSIDIARY TO ITEM 508 "CONSTRUCTING DETOURS". ALL CUT & RESTORE ASSOCIATED WITH THIS WORK SHALL BE SUBSIDIARY TO ITEM 508 "CONSTRUCTING DETOURS".

PHASE II

INSTALL PROPOSED FLASHING BEACON SIGNAL POLES AT INTERSECTIONS. ADJUST TRAFFIC SIGNAL HEADS AND ALL APPURTENANCES TO PHASE II TCP, USING A FIXED TIME SEQUENCE.

ELIMINATE EXISTING ROADWAY STRIPING, AS REQUIRED, AND STRIPE THE NORTH-HALF OF MILE 2 ROAD, ALONG WITH THE TEMPORARY DETOUR FOR TWO 10' LANES OF EAST AND WEST BOUND BI-DIRECTIONAL TRAFFIC FROM: STA.10+10.59 TO: 24+67.72 AND TWO 11' LANES FROM: STA. 38+07.67 TO: STA. 38+62.82 AND STRIPE THE EXISTING SOUTH-HALF OF MILE 2 ROAD, ALONG WITH THE TEMPORARY DETOUR FOR TWO 10' LANES OF EAST AND WEST BOUND BI-DIERCTIONAL TRAFFIC FROM: STA. 24+67.72 TO: STA. 38+07.67 AS SHOWN ON THE TCP LAYOUTS AND TYPICAL SECTIONS.

SHIFT EAST AND WEST BOUND TRAFFIC UNTO THE NEWLY STRIPED SECTIONS OF THE ROADWAY. INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES AND SIGNING AS SHOWN ON THE TCP LAYOUTS AND TYPICAL SECTIONS.

CONSTRUCT THE SOUTH-HALF AND THE NORTH-HALF, AS SHOWN ON THE TCP LAYOUTS, OF THE PROPOSED MILE 2 ROADWAY, INCLUDING ALL APPROPRIATE DRAINAGE APPURTENANCES, UP TO THE TYPE D ACP COURSE OF 1 1/2" FROM LA HOMA RD. EAST TO MOOREFIELD RD. AS SHOWN ON THE TCP LAYOUTS AND TYPICAL SECTIONS AND AS PER THE CONSTRUCTION DESIGN PLANS, INCLUDING ALL APPROPRIATE TEMPORARY EROSION CONTROL PROTECTION SHOWN ON THE SW3P LAYOUTS.

THE CONTRACTOR WILL TEMPORARILY CLOSE HALF AN INTERSECTION IN ORDER TO EXPEDITE THE WORK IN THAT AREA. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING AN APPROVED TCP ALONG WITH PERTINENT BARRICADES AND WARNING SIGNS. THE CONTRACTOR WILL ONLY BE ALLOWED TO WORK AT HALF AN INTERSECTION AT A TIME.

THE CONTRACTOR MUST COMPLETE THE HALF INTERSECTION UP TO THE FIRST ACP LIFT AND OPEN HALF OF THE INTERSECTION TO TWO WAY TRAFFIC BEFORE PROCEEDING TO THE NEXT HALF INTERSECTION. AT NO TIME WILL THE CONTRACTOR BE ALLOWED TO CLOSE MORE THAN ONE HALF INTERSECTION AT A TIME.

ROADWAY ACCESS TO ALL INTERSECTING ROADWAYS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION, INSTALLING SILT FENCES AND ANY OTHER REQUIRED STORM WATER POLLUTION PREVENTION (SW3P) STRUCTURES AS SHOWN ON THE TCP SHEETS AND/OR THE SW3P LAYOUTS AND STANDARDS.

PHASE III

STRIPE THE NEWLY CONSTRUCTED ROADWAY SECTIONS OF MILE 2 ROAD, FOR TWO 11' LANES OF EAST AND WEST BOUND BIDIRECTIONAL TRAFFIC FROM LA HOMA RD. TO MOOREFIELD RD. AS SHOWN ON THE TCP LAYOUTS AND TYPICAL SECTIONS.

SWITCH, INSTALL, AND REMOVE ANY NECESSARY SIGNS, BARRICADES, CHANNELIZING DEVICES AND WORK ZONE PAVEMENT MARKINGS AS SHOWN FOR THIS PHASE OF THE TCP.

ADJUST TRAFFIC SIGNAL HEADS AND ALL APPURTENANCES AT ALL INTERSECTIONS TO ACCOMMODATE THE PHASE III TRAFFIC CONTROL PLAN (TCP).

SHIFT EXISTING EAST AND WEST BOUND TRAFFIC UNTO THE NEWLY CONSTRUCTED SECTIONS OF MILE 2 ROADWAY BETWEEN LA HOMA RD. AND MOOREFIELD RD.

SALVAGE THE TEMPORARY DETOUR CONSTRUCTED DURING PHASE I (STA. 11+86.74 - STA. 38+07.67, CONSTRUCT THE NORTH-HALF OF THE PROPOSED MILE 2 ROADWAY FROM: STA. 10+10.59 TO: STA. 24+67.72, AND THE SOUTH-HALF OF THE PROPOSED MILE 2 ROADWAY FROM: STA. 24+67.72 TO: STA. 38+07.67, INCLUDING ALL REMAINING DRAINAGE SYSTEMS AND APPURTENANCES, UP TO THE TYPE D ACP COURSE OF 1 1/2", FROM LA HOMA RD EAST TO MOOREFIELD RD. IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

THE CONTRACTOR WILL TEMPORARILY CLOSE HALF AN INTERSECTION IN ORDER TO EXPEDITE THE WORK IN THAT AREA. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING AN APPROVED TCP ALONG WITH PERTINENT BARRICADES AND WARNING SIGNS. THE CONTRACTOR WILL ONLY BE ALLOWED TO WORK AT HALF AN INTERSECTION AT A TIME.

THE CONTRACTOR MUST COMPLETE THE HALF INTERSECTION UP TO THE FIRST ACP LIFT AND OPEN HALF OF THE INTERSECTION TO TWO WAY TRAFFIC BEFORE PROCEEDING TO THE NEXT HALF INTERSECTION. AT NO TIME WILL THE CONTRACTOR BE ALLOWED TO CLOSE MORE THAN ONE HALF INTERSECTION AT A TIME.

ROADWAY ACCESS TO ALL INTERSECTING ROADWAYS AND DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE DURING CONSTRUCTION. THE CONTRACTOR WILL INSTALL SILT FENCES AND ANY OTHER REQUIRED EROSION/ SEDIMENTATION CONTROL DEVICES AS SHOWN ON TCP SHEETS AND/OR THE SW3P LAYOUTS AND STANDARDS.

PHASE IV

PLACE FINAL 1 1/2" ACP COURSE (OVERLAY) ON THE PROPOSED PROJECT ROADWAY SECTIONS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

SWITCH, INSTALL, AND REMOVE ANY NECESSARY SIGNS, BARRICADES, CHANNELIZING DEVICES AND WORK ZONE PAVEMENT MARKINGS AS SHOWN FOR THIS PHASE OF THE TCP.

COMPLETE AND INSTALL INTO SERVICE ALL TRAFFIC SIGNALS, AND APPURTENANCES IN FINAL POSITION BASED ON TRAFFIC SIGNAL LAYOUT. PRIOR TO OPENING ROAD-WAYS TO FULL TRAFFIC.

NOTE: ADJUSTMENTS OF TRAFFIC SIGNALS AND APPURTENANCES WILL BE PAID UNDER ITEM 681 "TEMPORARY TRAFFIC SIGNALS"

INSTALL GUIDE MARKS AND SHORT TERM MARKINGS.

INSTALL FINAL STRIPING AND SIGNING.

OPEN ROADWAYS TO FULL TRAFFIC AND REMOVE ALL TCP BARRICADES, SIGNS, CHANNELIZING DEVICES, PAVEMENT MARKINGS AND EROSION/SEDIMENTATION CONTROL DEVICES AFTER APPROVAL AND ACCEPTANCE OF THE PROJECT BY TXDOT.

STATE OF TEXAS
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104828
LICENSED PROFESSIONAL ENGINEER
5/2/2014

COUNTY OF HIDALGO TEXAS

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MILE 2 NORTH
SEQUENCE OF CONSTRUCTION

SCALE:
HOR. = N.T.S.
VER. = -

SHEET 1 OF 1

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					32
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

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A WORK ZONE PAV'MT. MARK BROKEN WHITE

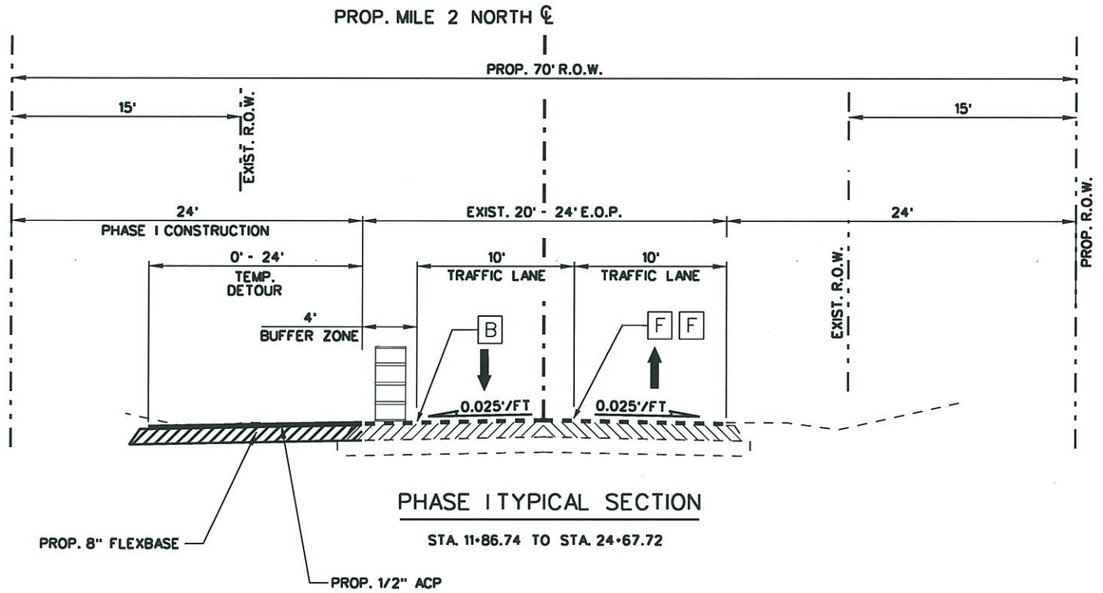
B WORK ZONE PAV'MT. MARK SOLID WHITE

F F WORK ZONE PAV'MT. MARK DOUBLE YELLOW

GENERAL NOTES:

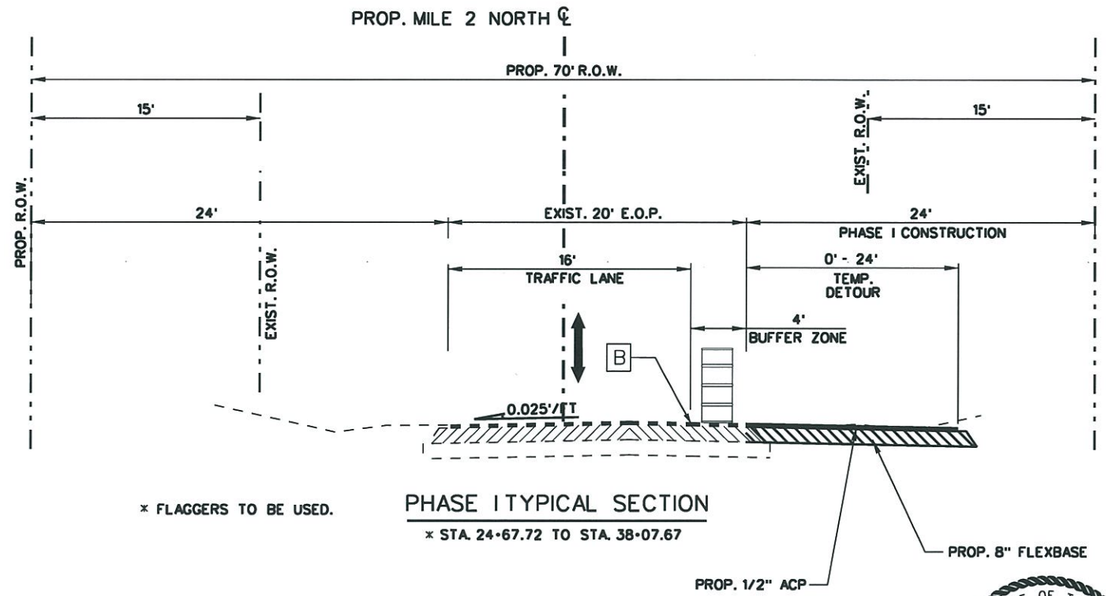
WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.



PHASE I TYPICAL SECTION

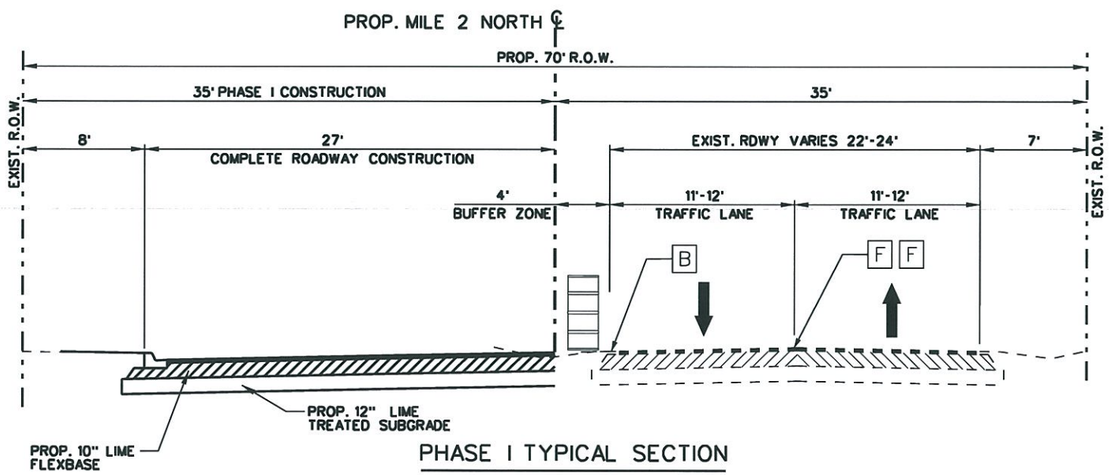
STA. 11+86.74 TO STA. 24+67.72



* FLAGGERS TO BE USED.

PHASE I TYPICAL SECTION

* STA. 24+67.72 TO STA. 38+07.67



PHASE I TYPICAL SECTION

STA. 38+07.67 TO STA. 38+62.82

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MILE 2 NORTH
PHASE I TCP TYPICAL SECTIONS

SCALE:
HOR. - 1"=10'
VER. -

SHEET 1 OF 3

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					33
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

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5/2/2014

A WORK ZONE PAV'MT. MARK BROKEN WHITE

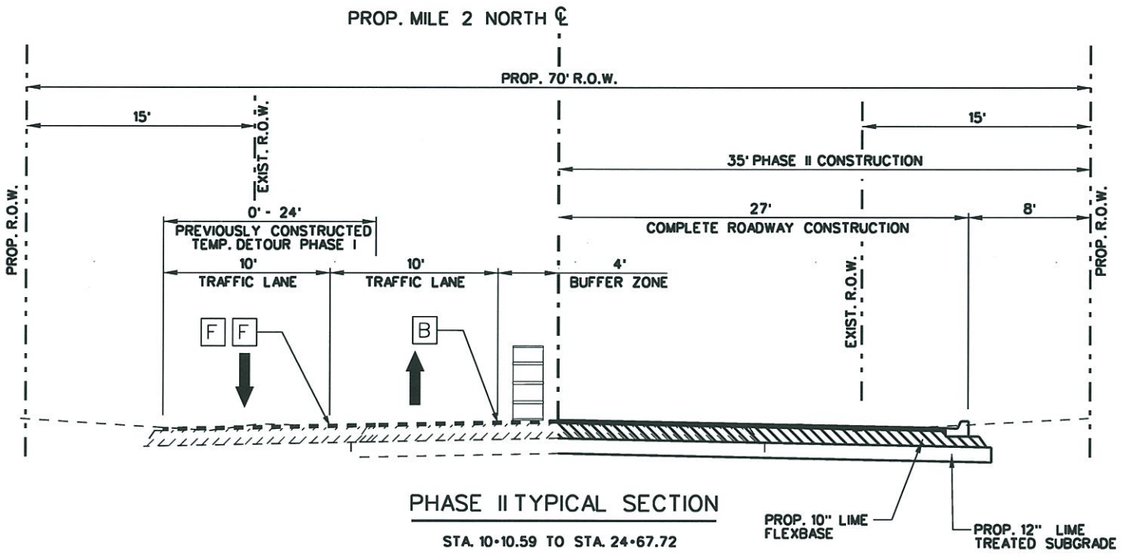
B WORK ZONE PAV'MT. MARK SOLID WHITE

F F WORK ZONE PAV'MT. MARK DOUBLE YELLOW

GENERAL NOTES:

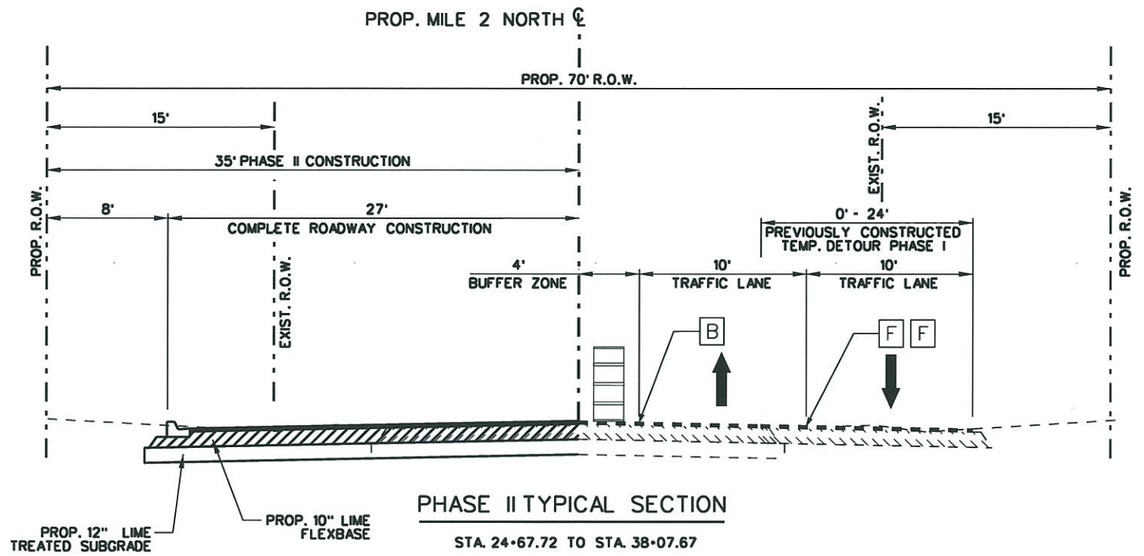
WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.



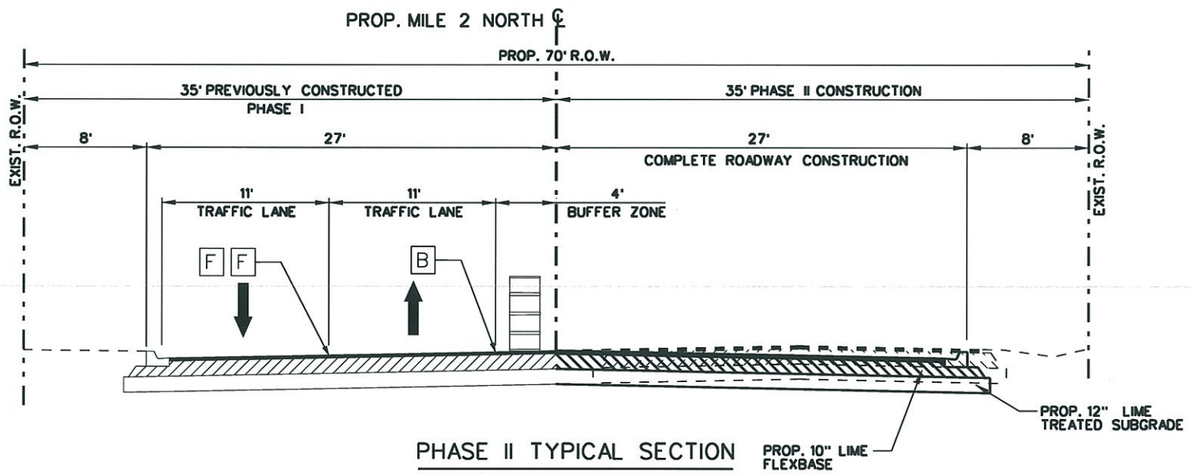
PHASE II TYPICAL SECTION

STA. 10+10.59 TO STA. 24+67.72



PHASE II TYPICAL SECTION

STA. 24+67.72 TO STA. 38+07.67



PHASE II TYPICAL SECTION

STA. 38+07.67 TO STA. 38+62.82

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MILE 2 NORTH
PHASE II TCP TYPICAL SECTIONS

SCALE:
HOR. - 1"=10'
VER. -

SHEET 2 OF 3

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
6	TX		34

STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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5/2/2014

A WORK ZONE PAV'MT. MARK BROKEN WHITE

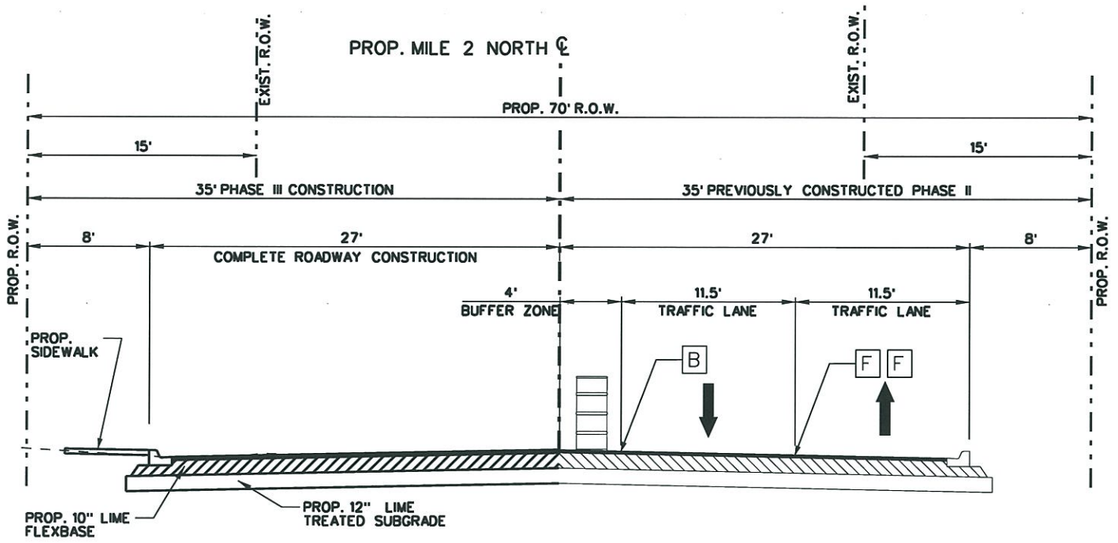
B WORK ZONE PAV'MT. MARK SOLID WHITE

F F WORK ZONE PAV'MT. MARK DOUBLE YELLOW

GENERAL NOTES:

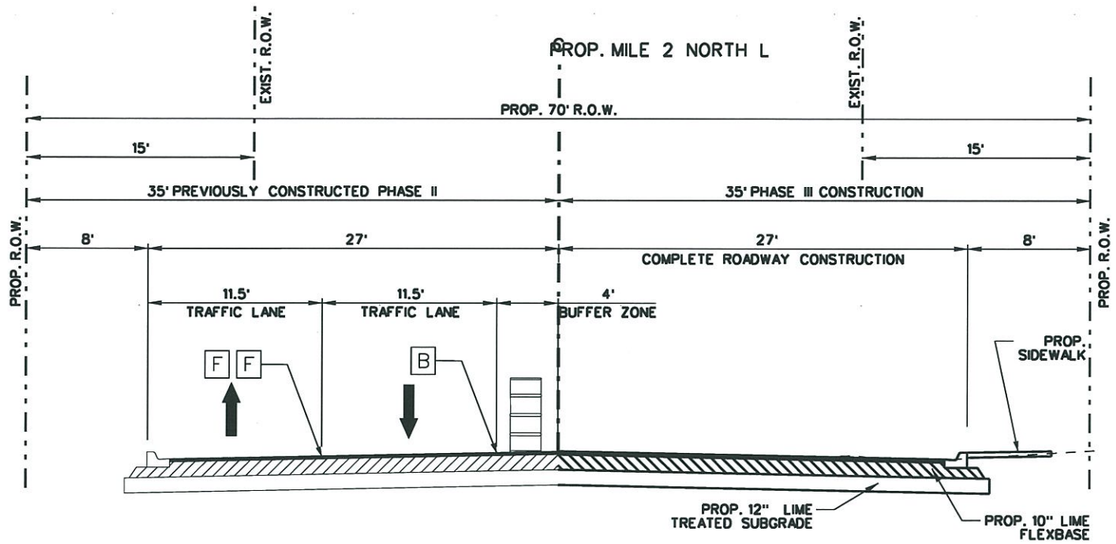
WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS, THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

ALL GRADING SHALL BE WITHIN THE R.O.W. LIMITS.



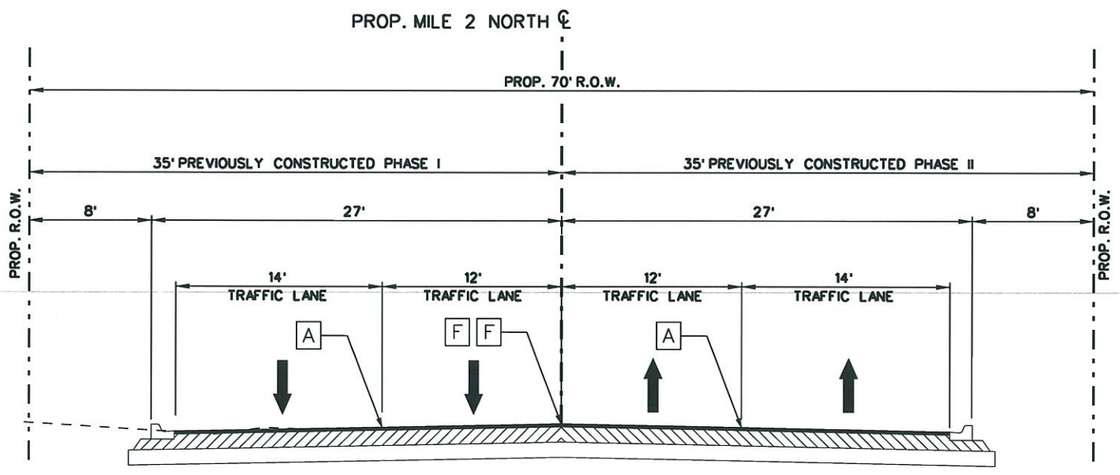
PHASE III TYPICAL SECTION

STA. 10+10.59 TO STA. 24+67.72



PHASE III TYPICAL SECTION

STA. 24+67.72 TO STA. 38+07.67



PHASE III TYPICAL SECTION

STA. 38+07.67 TO STA. 38+62.82

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MILE 2 NORTH
PHASE III TCP TYPICAL SECTIONS

SCALE:
HOR. - 1"=10'
VER. -

SHEET 3 OF 3

DN: L.S.						
CK DN: D.B.T.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
DW: L.S.	6	TX				35
CK DW: D.B.T.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
TR:	21	HIDALGO	0921	02	323	MILE 2
CK TR:						

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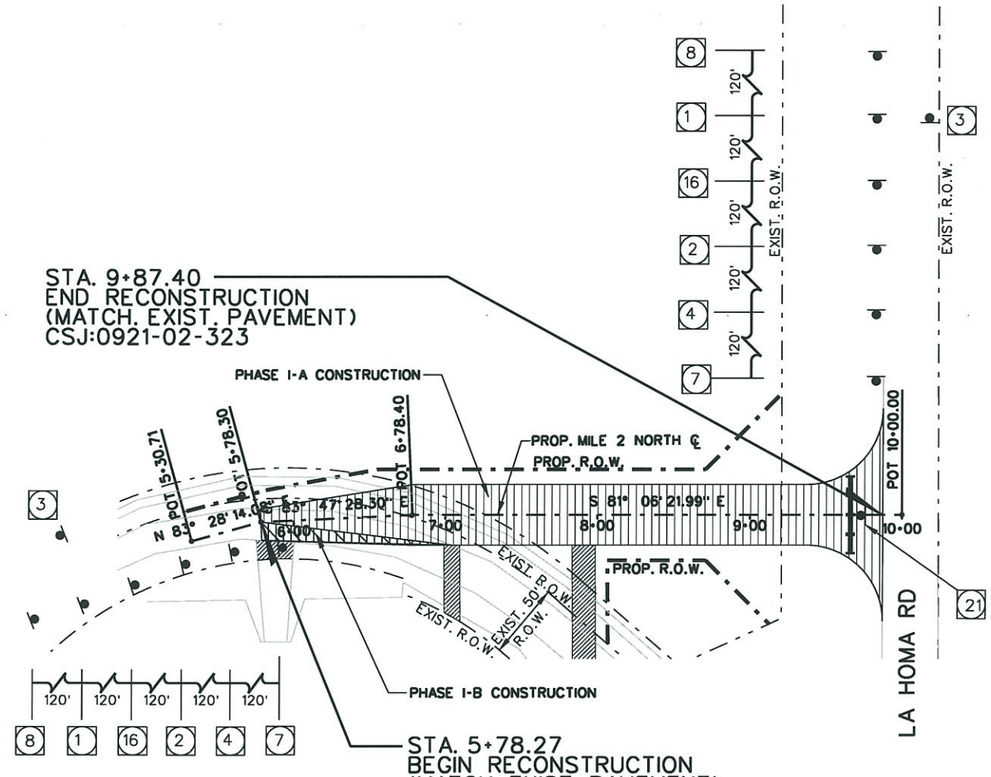
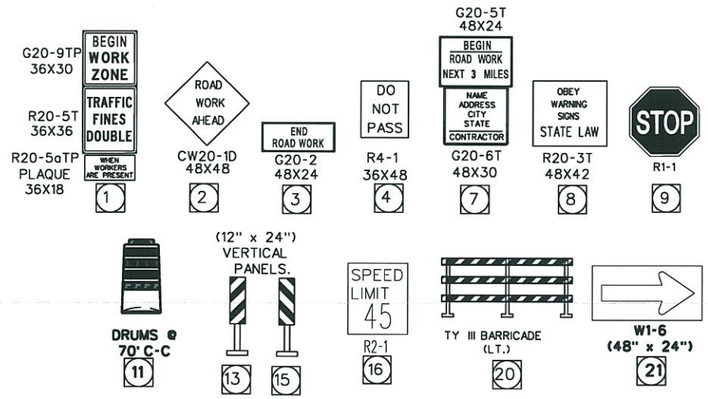
5/2/2014



LEGEND

- CONSTRUCTION EXIT TY 2 (78 SY PER EXIT)
- TEMP SED CONT FENCE (32 LF @ EACH INLET)
- NEW CONSTRUCTION
- RECONSTRUCTION OR EXIST. SALVAGE/REMOVAL
- EXISTING PAVEMENT OR PREVIOUS CONSTRUCTION
- TEMP CONSTR. DETOUR
- DIRECTION OF TRAFFIC FLOW
- TYPE III BARRICADE
- CHANNELIZING DEVICE
- CONSTRUCTION SIGN
- PHASE I-A CONSTRUCTION
- PHASE I-B CONSTRUCYION

NOTE: FLAGGERS TO BE USED FOR TWO WAY TRAFFIC ON ONE LANE



- A — WORK ZONE PAV'MT. MARK BROKEN 4" WHITE
- B — WORK ZONE PAV'MT. MARK SOLID 4" WHITE
- C — WORK ZONE PAV'MT. MARK SOLID 8" WHITE
- D — WORK ZONE PAV'MT. MARK SOLID 24" WHITE
- F F — WORK ZONE PAV'MT. MARK DOUBLE YELLOW
- DRUMS @ 70' C-C
- CONSTRUCTION SIGN
- CONSTRUCTION EXIT

					EST.
A	0662-2001	WZPM NON-REMOV (W)	4" (BRK)	LF	
B	0662-2004	WZPM NON-REMOV (W)	4" (SLD)	LF	
C	0662-2010	WZPM NON-REMOV (W)	8" (DOT)	LF	
D	0662-2016	WZPM NON-REMOV (W)	24" (SLD)	LF	
E	0662-2030	WZPM NON-REMOV (Y)	4" (BRK)	LF	
F	0662-2032	WZPM NON-REMOV (Y)	4" (SLD)	LF	

					EST.
G	0662-2064	WZPM REMOV (W)	4" (BRK)	LF	
H	0662-2067	WZPM REMOV (W)	4" (SLD)	LF	
I	0662-2075	WZPM REMOV (W)	8" (SLD)	LF	
J	0662-2079	WZPM REMOV (W)	24" (SLD)	LF	
K	0662-2097	WZPM REMOV (Y)	4" (BRK)	LF	
L	0662-2099	WZPM REMOV (Y)	4" (SLD)	LF	

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A		EA	
N	0672-2012	REFL PAV MRKR TY I-C		EA	
O	0677-2001	ELIM EXT PAV MRK&MRKRS	(4")	LF	
P	0677-2003	ELIM EXT PAV MRK&MRKRS	(8")	LF	
Q	0677-2007	ELIM EXT PAV MRK&MRKRS	(24")	LF	

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MILE 2 NORTH
TCP PLAN PHASE 1
STA. 5+78.27 TO STA. 9+87.40

SCALE: 1"=100'

SHEET 1 OF 4

DN: L.S.	CK DN: A.J.S.	DW: L.S.	CK DW: A.J.S.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
6	TX		36

STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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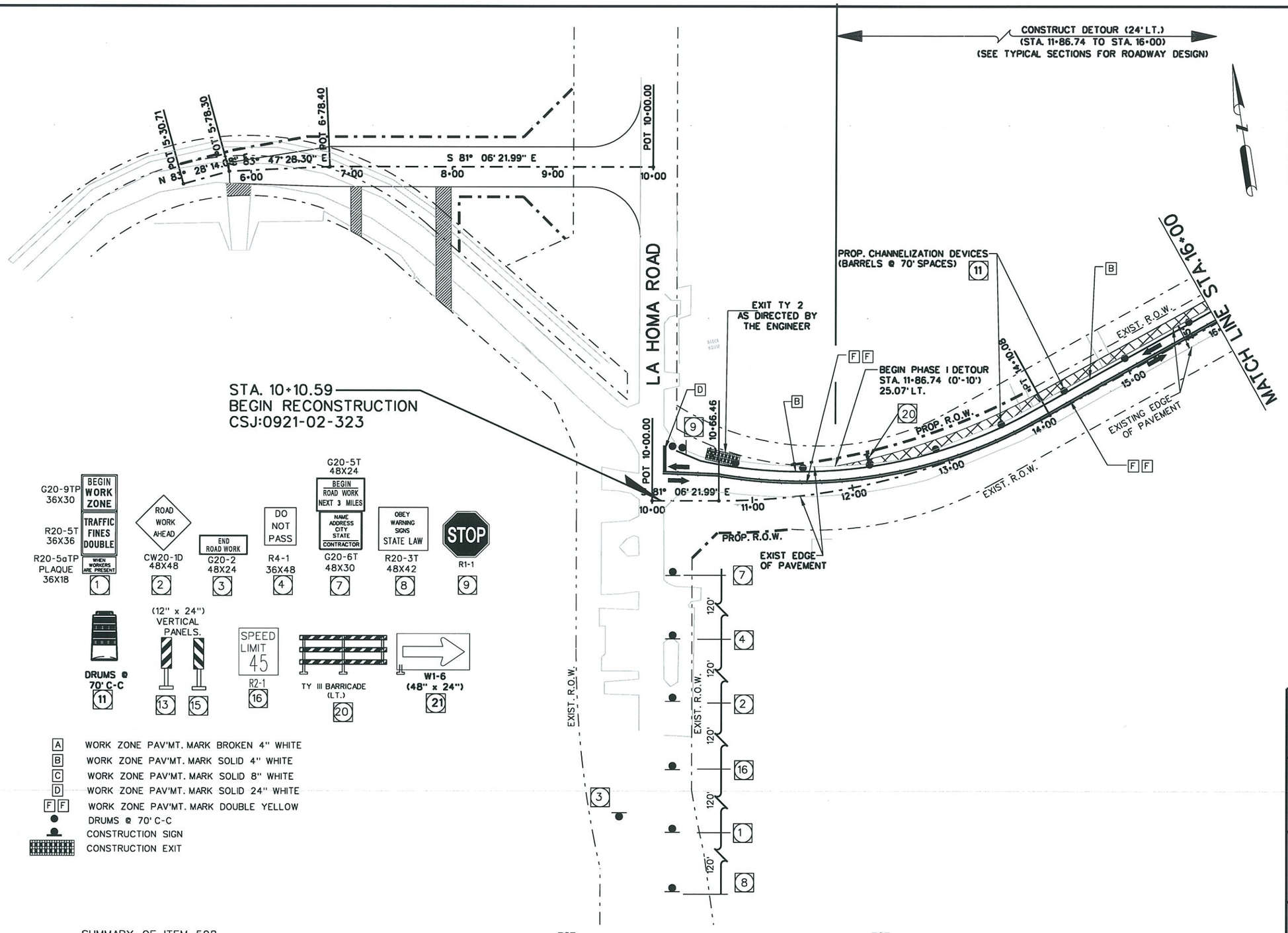

- A — WORK ZONE PAV'MT. MARK BROKEN 4" WHITE
- B — WORK ZONE PAV'MT. MARK SOLID 4" WHITE
- C — WORK ZONE PAV'MT. MARK SOLID 8" WHITE
- D — WORK ZONE PAV'MT. MARK SOLID 24" WHITE
- F F — WORK ZONE PAV'MT. MARK DOUBLE YELLOW
- DRUMS @ 70' C-C
- CONSTRUCTION SIGN
- CONSTRUCTION EXIT

SUMMARY OF ITEM 508
CONSTRUCT DETOURS (CL 3) (SY)

CONSTRUCTION PHASE	STATION LIMITS	AREA (SY)
PHASE I		
CSJ: 0921-02-323	10+10.59 - 16+00.00	367

				EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF	
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF	571
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF	
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF	26
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF	
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF	1176

				EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF	
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF	
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF	
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF	
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF	
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF	

				EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA	
N	0672-2012	REFL PAV MRKR TY I-C	EA	
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF	
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF	
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF	

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Constr. Material Testing

MILE 2 NORTH
TCP PLAN PHASE I
STA. 10+10.59 TO STA. 16+00

SCALE:
HOR. - 1"=100'
VER. -

SHEET 2 OF 4

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
6	TX		37

STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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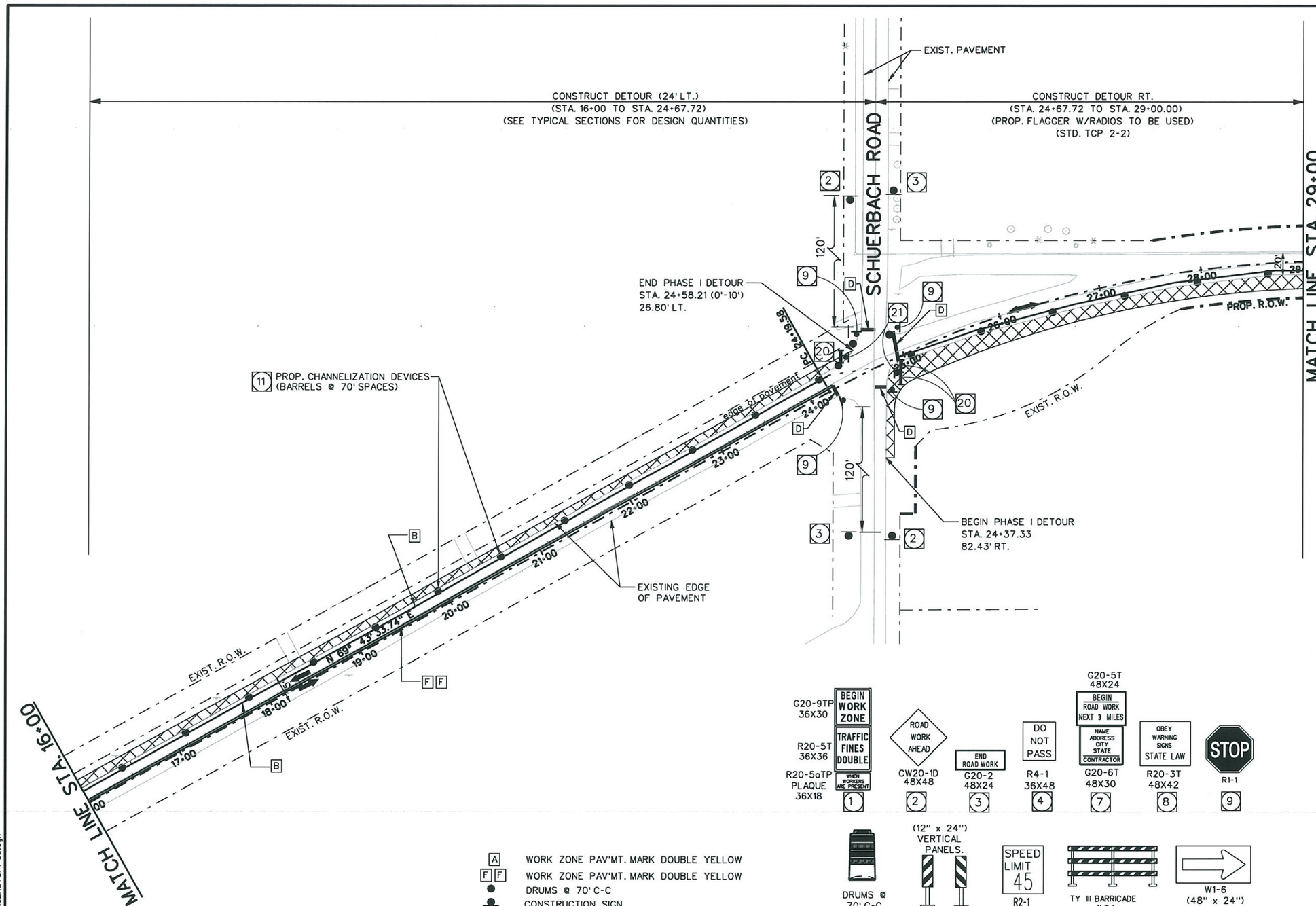

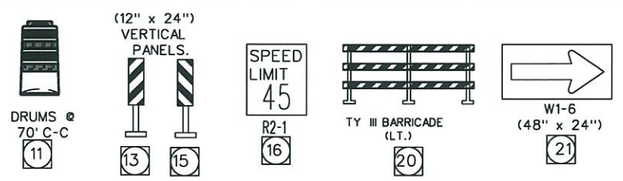

A WORK ZONE PAV'MT. MARK DOUBLE YELLOW
F F WORK ZONE PAV'MT. MARK DOUBLE YELLOW
DRUMS @ 70' C-C
CONSTRUCTION SIGN
CONSTRUCTION EXIT

SUMMARY OF ITEM 508
CONSTRUCT DETOURS (CL 3) (SY)

CONSTRUCTION PHASE	STATION LIMITS	AREA (SY)
PHASE I		
CSJ: 0921-02-323	16+00-29+00	1074

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF	1265	
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF	65	
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF	1650	

					EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF		
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF		
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF		
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF		
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF		
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF		

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA		
N	0672-2012	REFL PAV MRKR TY I-C	EA		
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF		
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF		
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF		

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Constr. Material Testing

MILE 2 NORTH
TCP PLAN PHASE I
STA. 16+00 TO STA. 29+00

SCALE:
HOR. - 1"=100'
VER. -

SHEET 3 OF 4

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				38
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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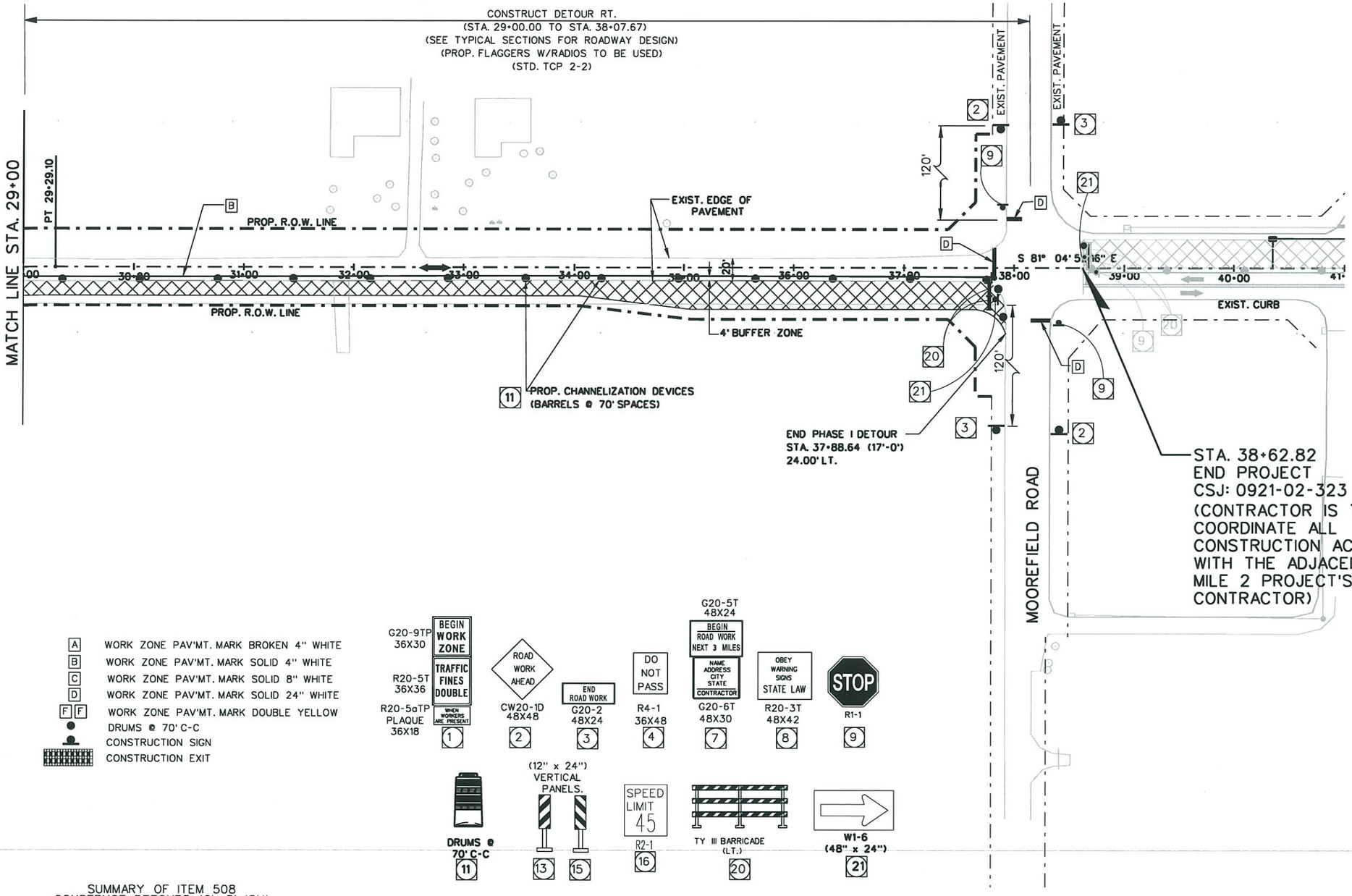

- A WORK ZONE PAV'MT. MARK BROKEN 4" WHITE
- B WORK ZONE PAV'MT. MARK SOLID 4" WHITE
- C WORK ZONE PAV'MT. MARK SOLID 8" WHITE
- D WORK ZONE PAV'MT. MARK SOLID 24" WHITE
- F F WORK ZONE PAV'MT. MARK DOUBLE YELLOW
- DRUMS @ 70' C-C
- CONSTRUCTION SIGN
- CONSTRUCTION EXIT

SUMMARY OF ITEM 508
CONSTRUCT DETOURS (CL 3) (SY)

CONSTRUCTION PHASE	STATION LIMITS	AREA (SY)
PHASE I		
CSJ: 0921-02-323	29+00-38+62.40	1427

CSJ: 0921-02-323

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF		887
C	0662-2012	WZPM NON-REMOV (W) 8" (SLD)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF		77
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF		

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF		
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF		
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF		

					EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF		
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF		
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF		
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF		
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF		
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF		

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA		
N	0672-2012	REFL PAV MRKR TY I-C	EA		
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF		
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF		
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF		

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MILE 2 NORTH
TCP PLAN PHASE I
STA. 29+00 TO STA. 38+62.82

SCALE:
HOR. - 1"=100'

SHEET 4 OF 4

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				39
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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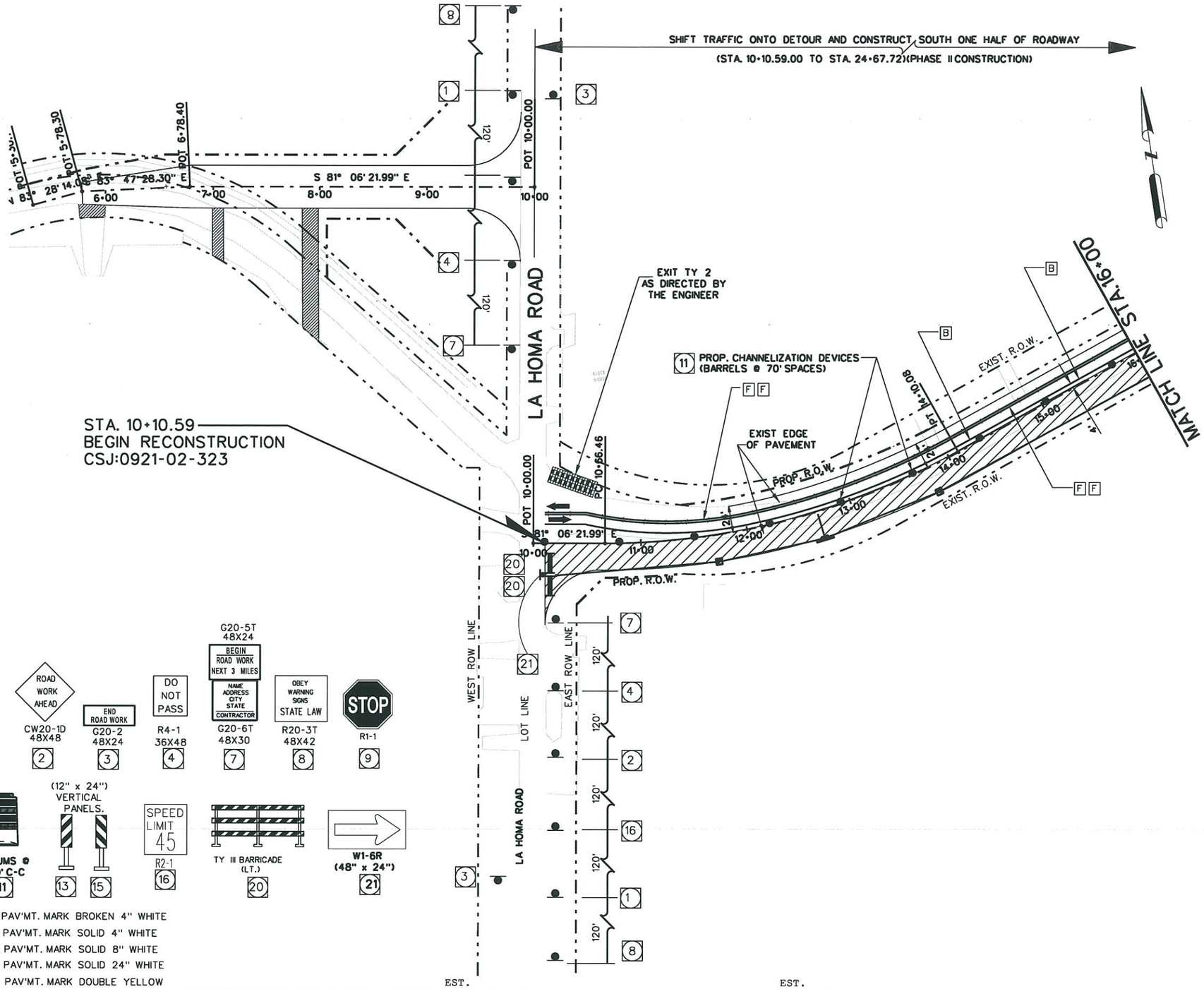

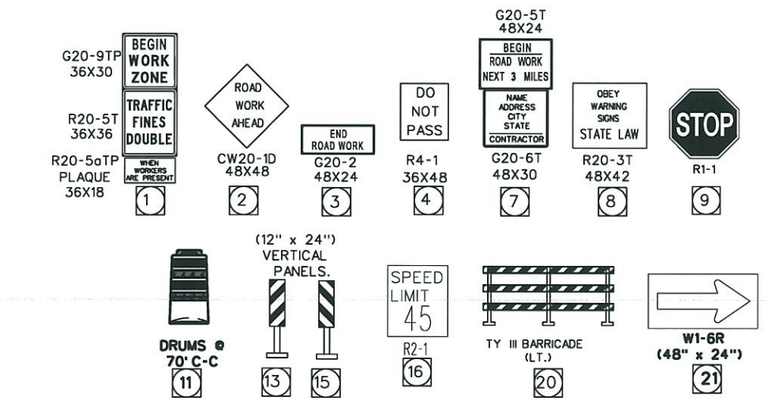

A	WORK ZONE PAV'MT. MARK BROKEN 4" WHITE
B	WORK ZONE PAV'MT. MARK SOLID 4" WHITE
C	WORK ZONE PAV'MT. MARK SOLID 8" WHITE
D	WORK ZONE PAV'MT. MARK SOLID 24" WHITE
F F	WORK ZONE PAV'MT. MARK DOUBLE YELLOW
●	DRUMS @ 70' C-C
▲	CONSTRUCTION SIGN
▬	CONSTRUCTION EXIT

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF	587	
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF		
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF	1,164	

					EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF		
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF		
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF		
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF		
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF		
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF		

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA		
N	0672-2012	REFL PAV MRKR TY I-C	EA		
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF		
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF		
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF		

LEGEND

- CONSTRUCTION EXIT TY 2 (78 SY PER EXIT)
- TEMP SED CONT FENCE (32 LF @ EACH INLET)
- NEW CONSTRUCTION
- RECONSTRUCTION OR EXIST. SALVAGE/REMOVAL
- EXISTING PAVEMENT OR PREVIOUS CONSTRUCTION
- TEMP CONSTR. DETOUR
- DIRECTION OF TRAFFIC FLOW
- TYPE III BARRICADE
- CHANNELIZING DEVICE
- CONSTRUCTION SIGN

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MILE 2 NORTH
TCP PLAN PHASE II
STA. 10+00 TO STA. 16+00

SCALE:
HOR. - 1"=100'
VER. -

SHEET 1 OF 3

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.		6	TX				40
DW: L.S.		STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323	MILE 2
TR:							
CK TR:							

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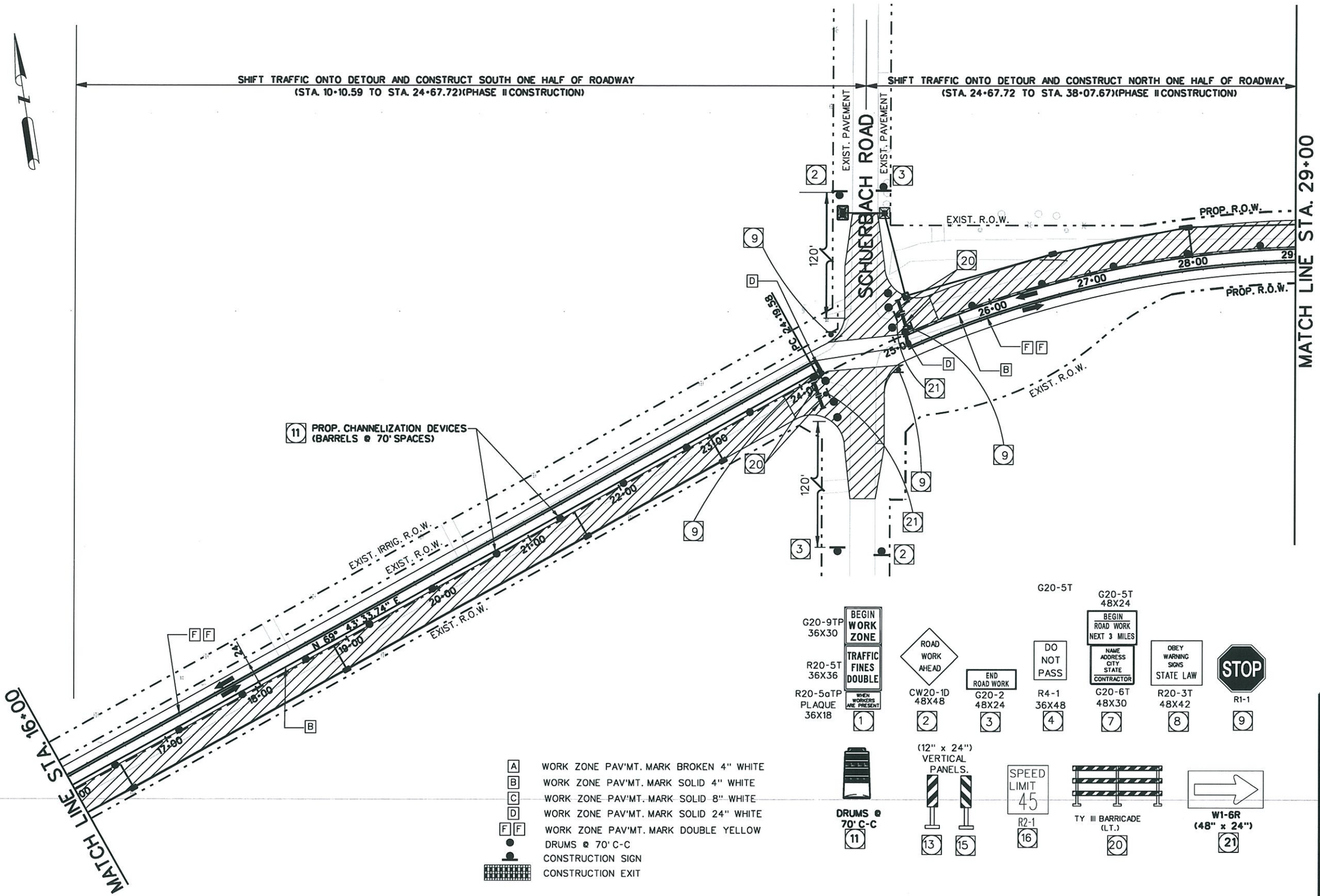

LEGEND

- CONSTRUCTION EXIT TY 2 (78 SY PER EXIT)
- TEMP SED CONT FENCE (32 LF @ EACH INLET)
- NEW CONSTRUCTION
- RECONSTRUCTION OR EXIST. SALVAGE/REMOVAL
- EXISTING PAVEMENT OR PREVIOUS CONSTRUCTION
- TEMP CONSTR. DETOUR
- DIRECTION OF TRAFFIC FLOW
- TYPE III BARRICADE
- CHANNELIZING DEVICE
- CONSTRUCTION SIGN

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF	1,215	
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF	24	
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF	2,422	

					EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF		
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF		
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF		
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF		
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF		
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF		

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA		
N	0672-2012	REFL PAV MRKR TY I-C	EA		
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF		
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF		
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF		

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MILE 2 NORTH
TCP PLAN PHASE II
STA. 16+00 TO STA. 29+00

SCALE:
HOR. - 1"=100'
VER. -

SHEET 2 OF 3

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				41
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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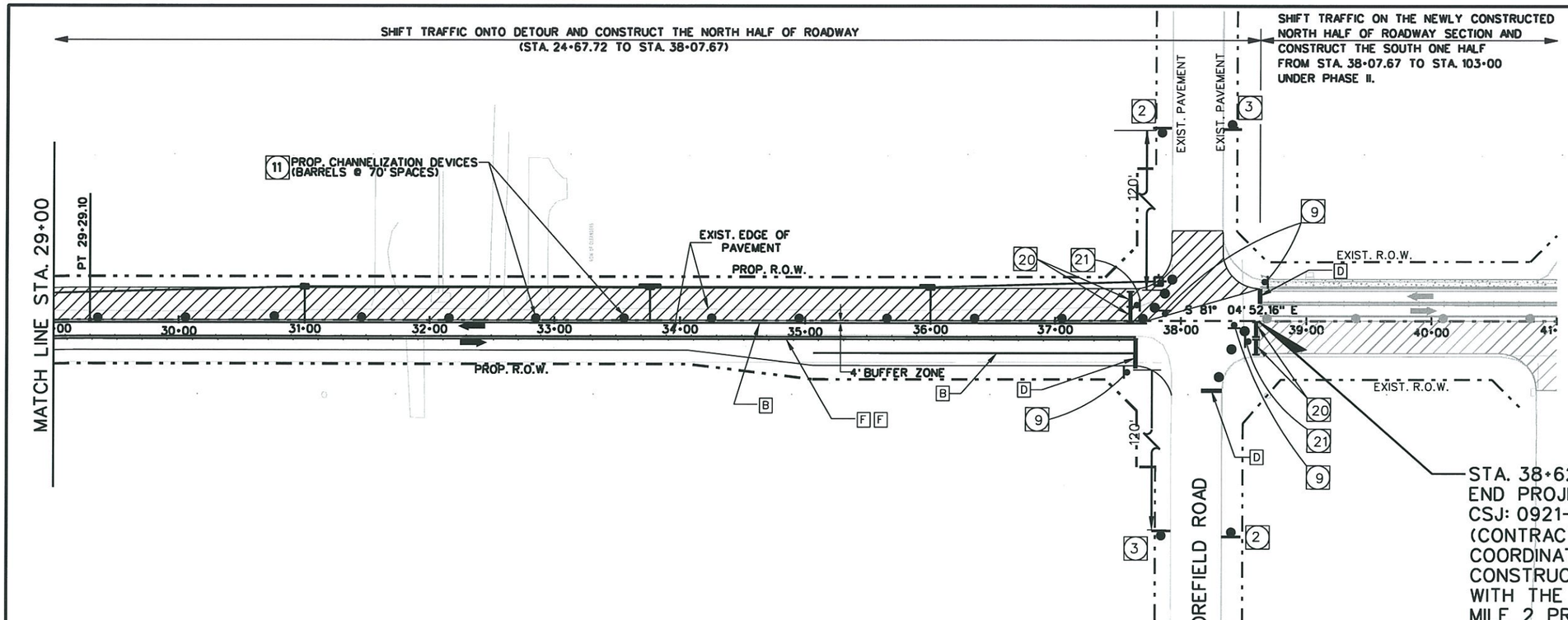

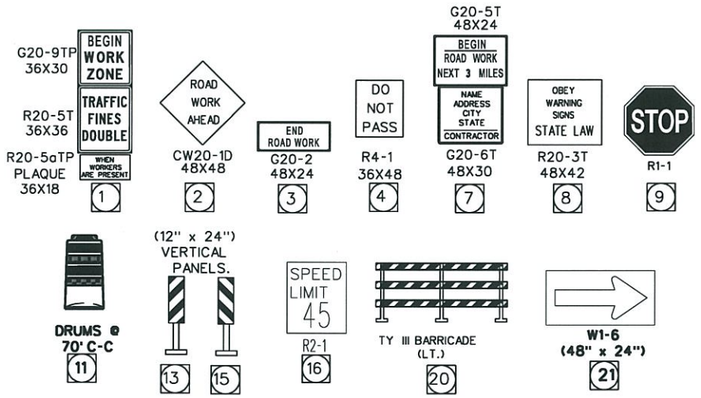

- A — WORK ZONE PAV'MT. MARK BROKEN 4" WHITE
- B — WORK ZONE PAV'MT. MARK SOLID 4" WHITE
- C — WORK ZONE PAV'MT. MARK SOLID 8" WHITE
- D — WORK ZONE PAV'MT. MARK SOLID 24" WHITE
- F F — WORK ZONE PAV'MT. MARK DOUBLE YELLOW
- DRUMS @ 70' C-C
- CONSTRUCTION SIGN
- CONSTRUCTION EXIT

CSJ: 0921-02-323

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF		1,130
C	0662-2012	WZPM NON-REMOV (W) 8" (SLD)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF		46
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF		1,728

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF		
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF		
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF		

					EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF		
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF		
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF		
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF		
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF		
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF		

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA		
N	0672-2012	REFL PAV MRKR TY I-C	EA		
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF		
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF		
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF		

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MILE 2 NORTH
TCP PLAN PHASE II
STA. 29+00 TO STA. 38+62.82

SCALE:
HOR. = 1"=100'
VER. =

SHEET 3 OF 3

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.		6	TX				42
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323	MILE 2
TR:	
CK TR:	

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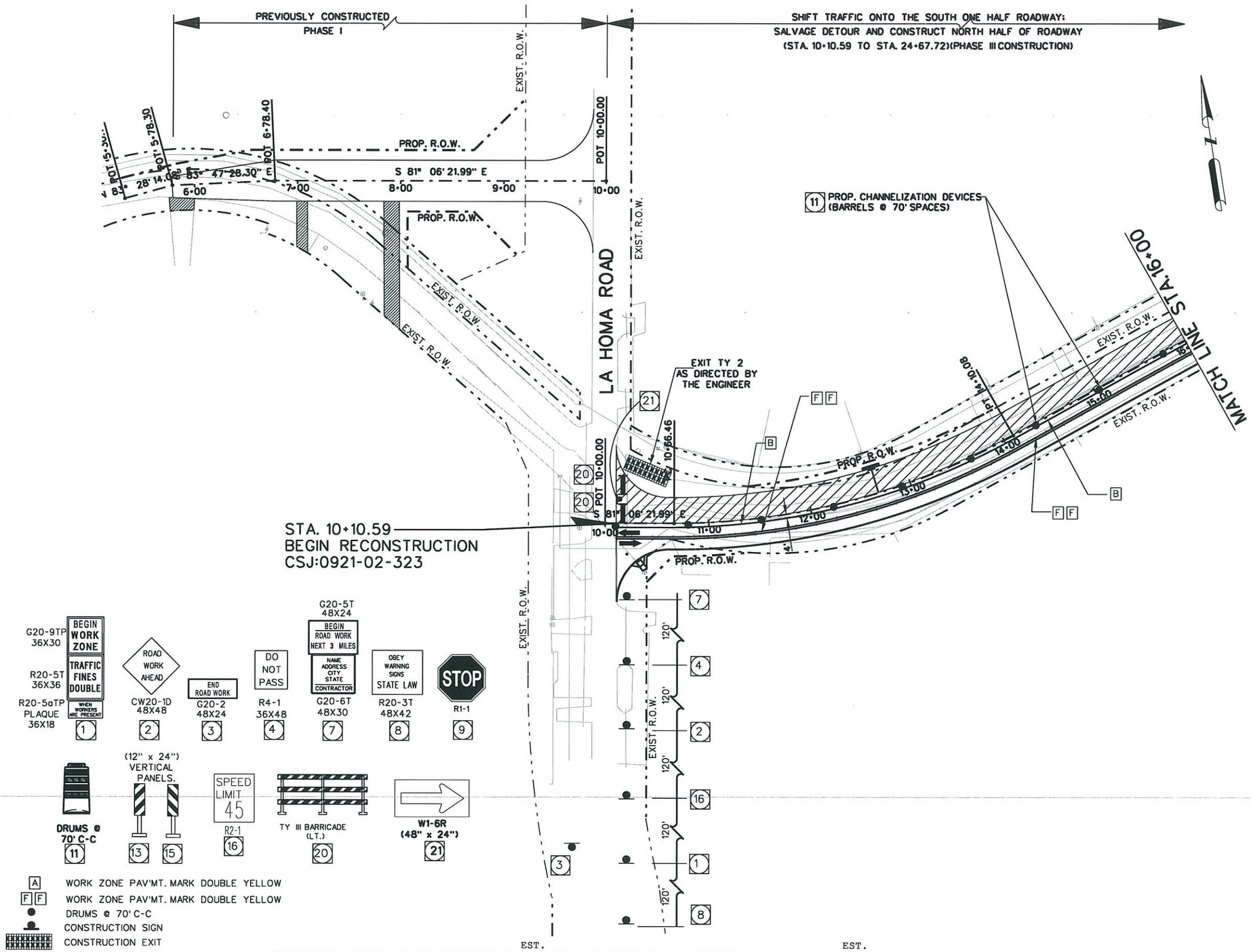

				EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF	
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF	596
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF	
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF	
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF	
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF	1,192

				EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF	
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF	
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF	
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF	
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF	
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF	

				EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA	
N	0672-2012	REFL PAV MRKR TY I-C	EA	
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF	
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF	
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF	

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER
5/2/2014

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MILE 2 NORTH
TCP PLAN PHASE III
STA. 10+00 TO STA. 16+00

SCALE:
HOR. - 1"=100'
VER. -

SHEET 1 OF 3

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.		SHEET NO.
CK DN: D.B.T.		6	TX			43
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CK DW: D.B.T.		21	HIDALGO	0921	02	323	MILE 2
TR:							
CK TR:							

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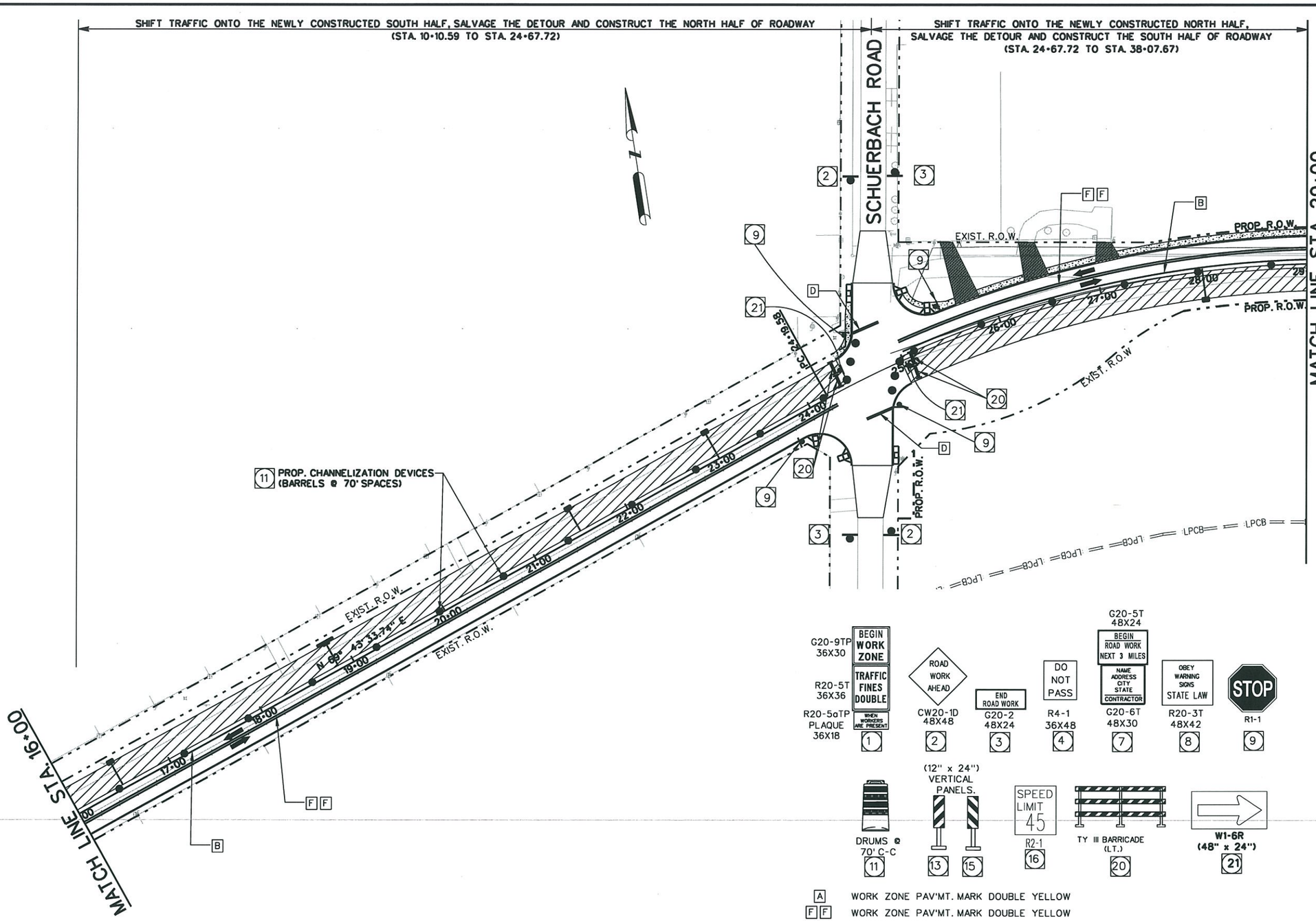

LEGEND

- CONSTRUCTION EXIT TY 2 (78 SY PER EXIT)
- TEMP SED CONT FENCE (32 LF @ EACH INLET)
- NEW CONSTRUCTION
- RECONSTRUCTION OR EXIST. SALVAGE/REMOVAL
- EXISTING PAVEMENT OR PREVIOUS CONSTRUCTION
- TEMP CONSTR. DETOUR
- DIRECTION OF TRAFFIC FLOW
- TYPE III BARRICADE
- CHANNELIZING DEVICE
- CONSTRUCTION SIGN

A WORK ZONE PAV'MT. MARK DOUBLE YELLOW
F F WORK ZONE PAV'MT. MARK DOUBLE YELLOW
DRUMS @ 70' C-C
CONSTRUCTION SIGN
CONSTRUCTION EXIT

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF	1,224	
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF	53	
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF	2,456	

					EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF		
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF		
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF		
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF		
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF		
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF		

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA		
N	0672-2012	REFL PAV MRKR TY I-C	EA		
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF		
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF		
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF		

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TCP PLAN PHASE III
STA. 16+00 TO STA. 29+00

SCALE:
HOR. - 1"=100'
VER. -

SHEET 2 OF 3

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
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DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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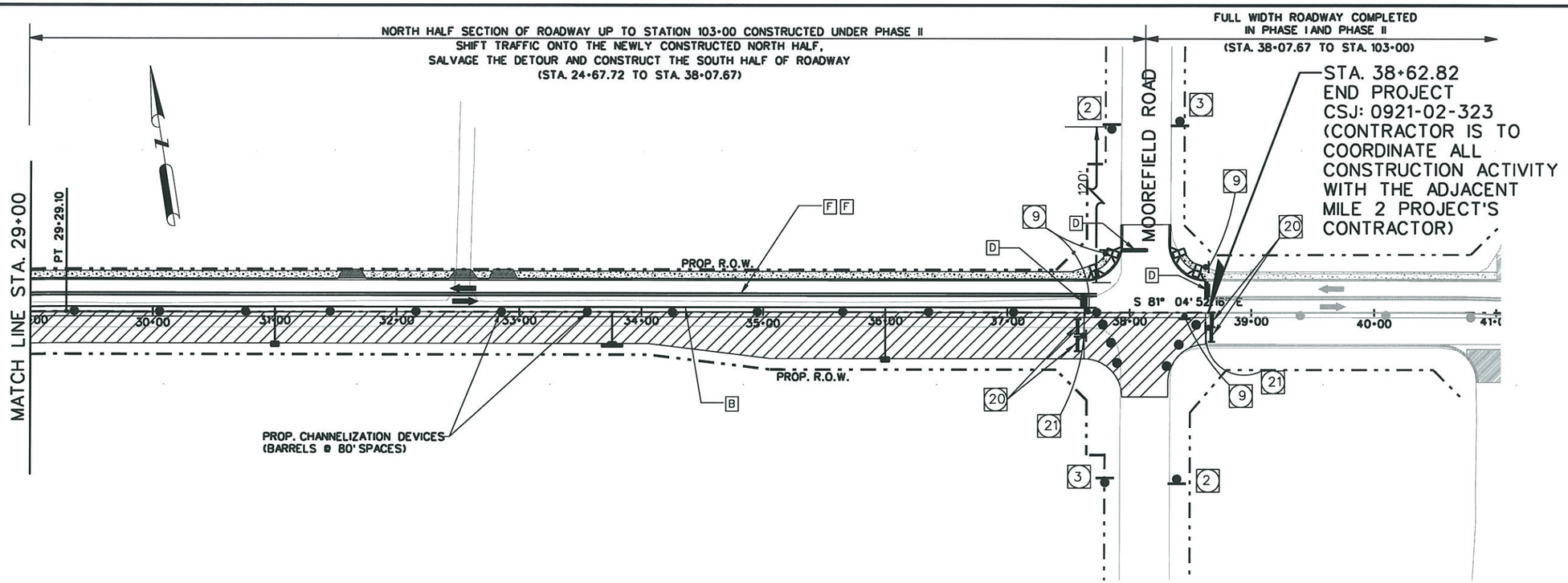

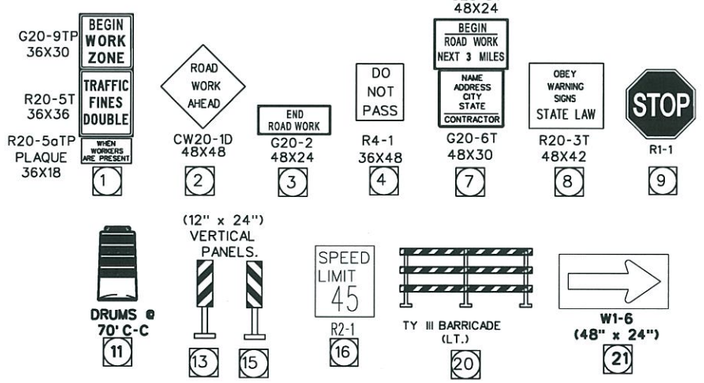

A WORK ZONE PAV'MT. MARK DOUBLE YELLOW
F F WORK ZONE PAV'MT. MARK DOUBLE YELLOW
DRUMS @ 70' C-C
CONSTRUCTION SIGN
CONSTRUCTION EXIT

CSJ: 0921-02-323

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF	873	
C	0662-2012	WZPM NON-REMOV (W) 8" (SLD)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF	70	
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF	1,746	

					EST.
A	0662-2001	WZPM NON-REMOV (W) 4" (BRK)	LF		
B	0662-2004	WZPM NON-REMOV (W) 4" (SLD)	LF		
C	0662-2010	WZPM NON-REMOV (W) 8" (DOT)	LF		
D	0662-2016	WZPM NON-REMOV (W) 24" (SLD)	LF		
E	0662-2030	WZPM NON-REMOV (Y) 4" (BRK)	LF		
F	0662-2032	WZPM NON-REMOV (Y) 4" (SLD)	LF		

					EST.
G	0662-2064	WZPM REMOV (W) 4" (BRK)	LF		
H	0662-2067	WZPM REMOV (W) 4" (SLD)	LF		
I	0662-2075	WZPM REMOV (W) 8" (SLD)	LF		
J	0662-2079	WZPM REMOV (W) 24" (SLD)	LF		
K	0662-2097	WZPM REMOV (Y) 4" (BRK)	LF		
L	0662-2099	WZPM REMOV (Y) 4" (SLD)	LF		

					EST.
M	0672-2015	REFL PAV MRKR TY II A-A	EA		
N	0672-2012	REFL PAV MRKR TY I-C	EA		
O	0677-2001	ELIM EXT PAV MRK&MRKRS (4")	LF		
P	0677-2003	ELIM EXT PAV MRK&MRKRS (8")	LF		
Q	0677-2007	ELIM EXT PAV MRK&MRKRS (24")	LF		

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TCP PLAN PHASE III
STA. 29+00 TO STA. 38+62.82

SCALE:
HOR. - 1"=100'
VER. -

SHEET 3 OF 3

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
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CK TR:						

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
4-03 5-10	DIST	COUNTY		SHEET NO.
9-07 7-13	PHR	HIDALGO		46

DATE: 5/2/2014 2:13:09 PM
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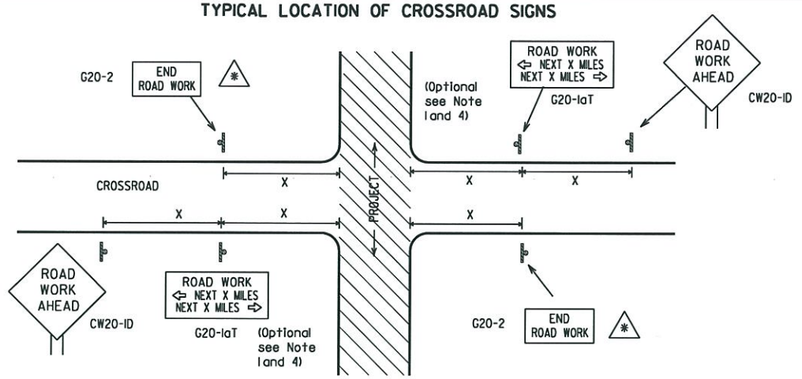
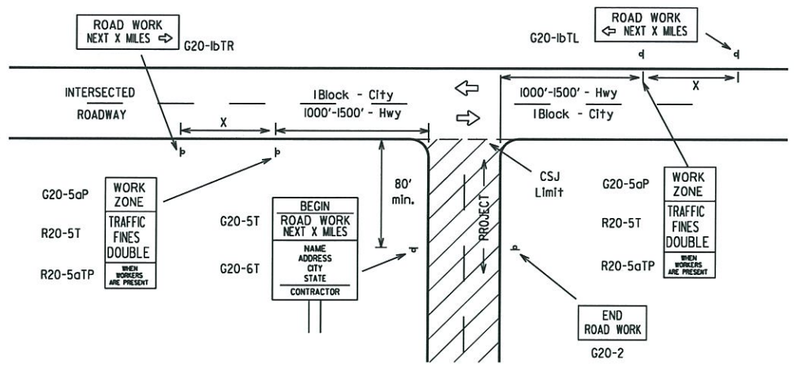
TYPICAL LOCATION OF CROSSROAD SIGNS



⚠ * May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING 1,5,6

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20 [4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500 [2]
60	600 [2]
65	700 [2]
70	800 [2]
75	900 [2]
80	1000 [2]
*	* [3]

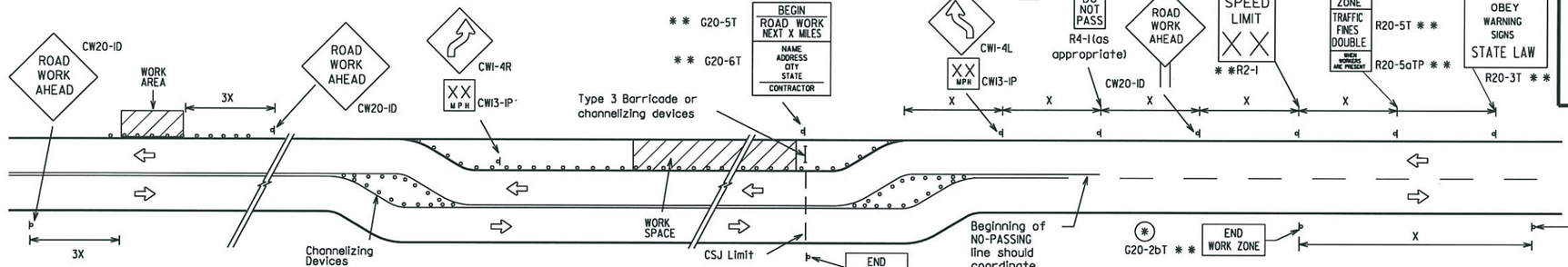
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

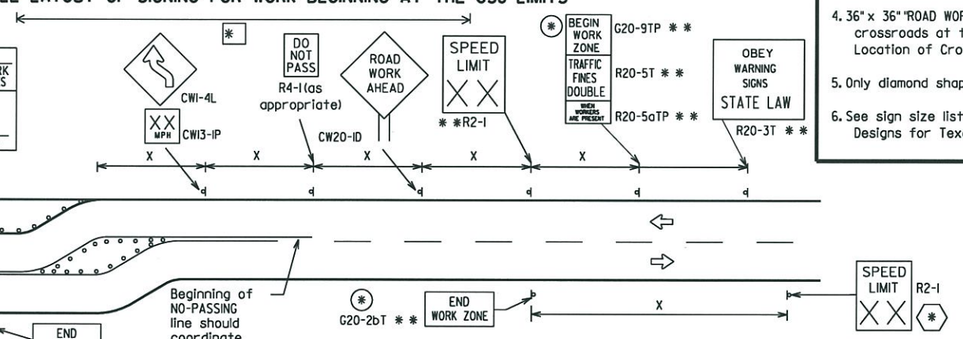
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

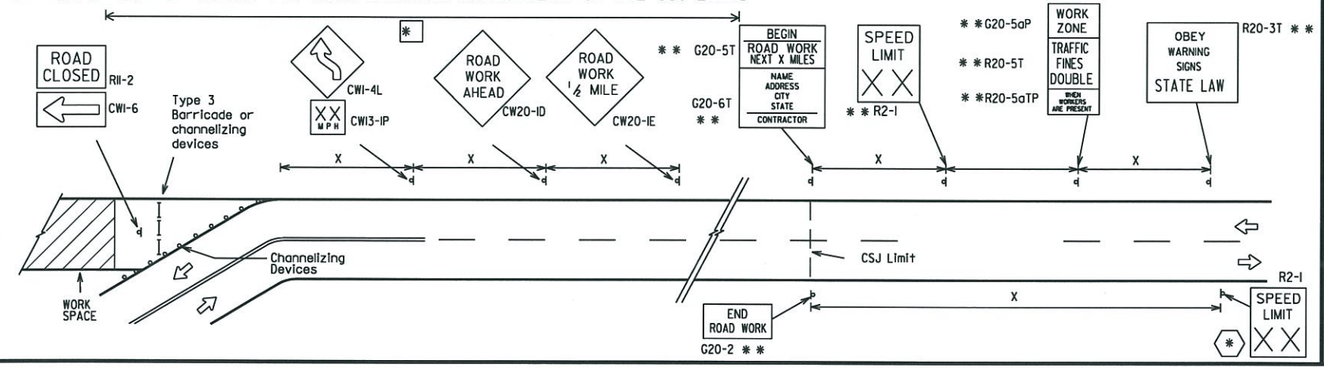


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[*] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
o o o	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
9-07	DIST	COUNTY		SHEET NO.
7-13	PHR	HIDALGO		47

DATE: 5/2/2014 2:13:10 PM
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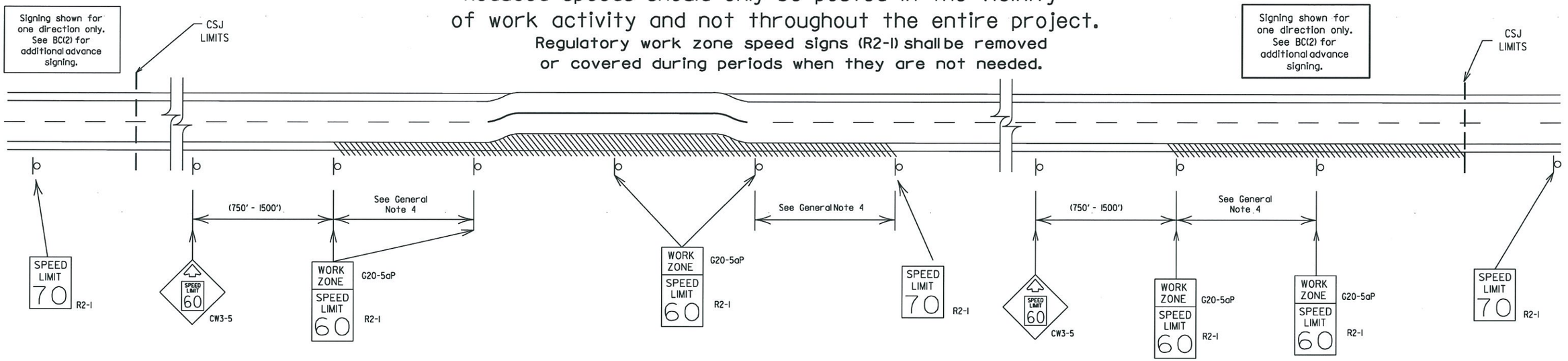
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
9-07	DIST	COUNTY		SHEET NO.
7-13	PHR	HIDALGO		48

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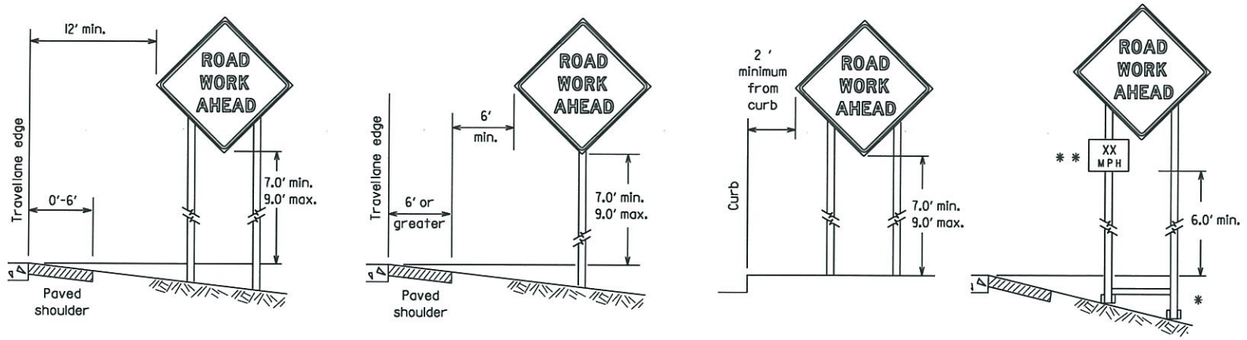
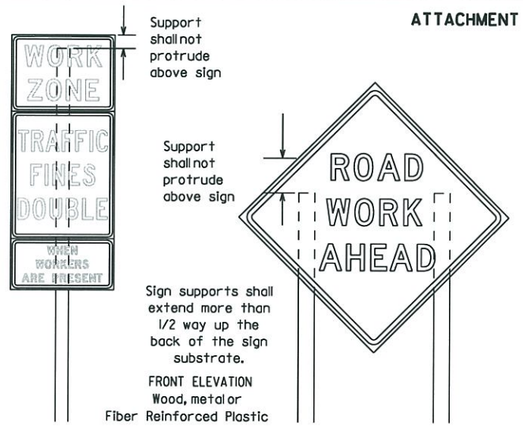
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

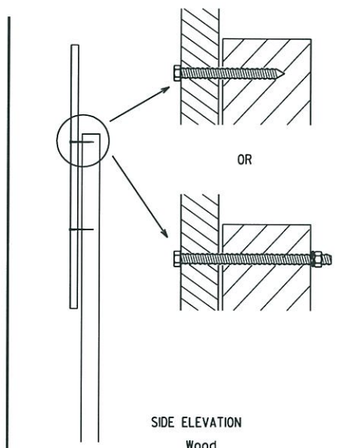


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

* * When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travellane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





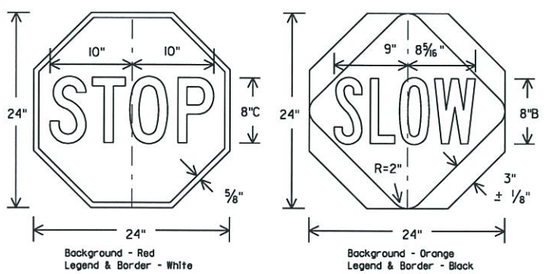
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or $_{FL}$Type C , shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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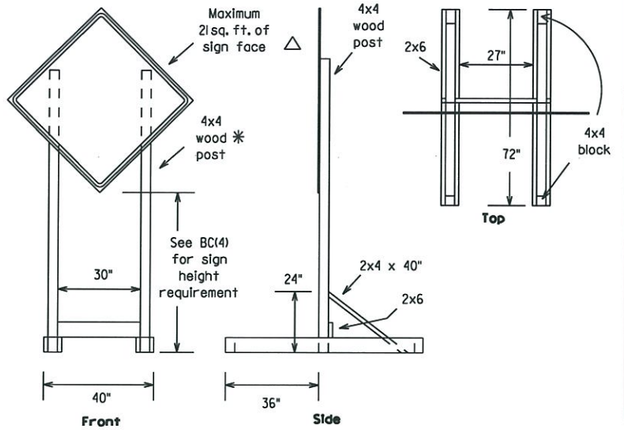
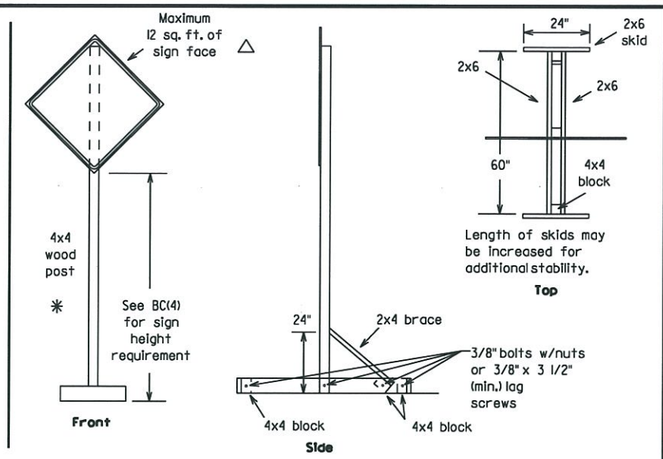
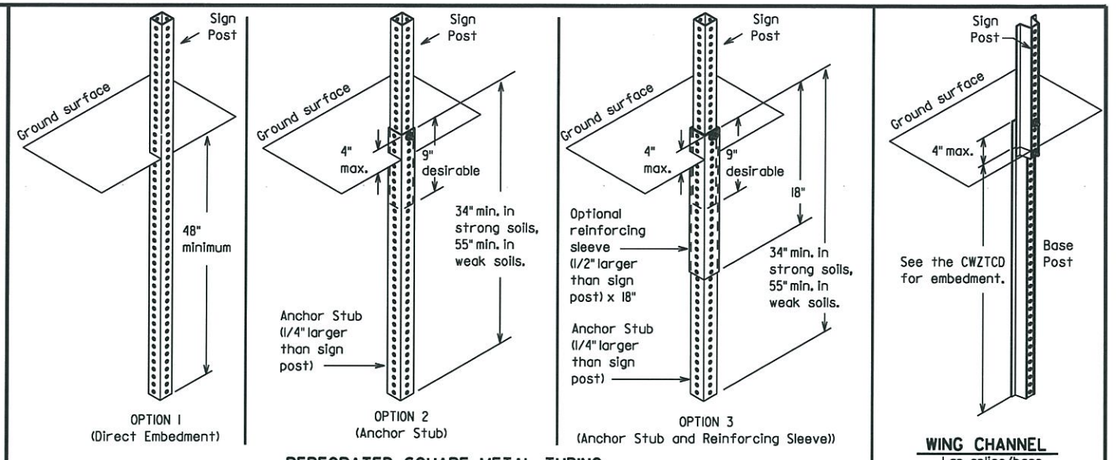




SKID MOUNTED WOOD SIGN SUPPORTS

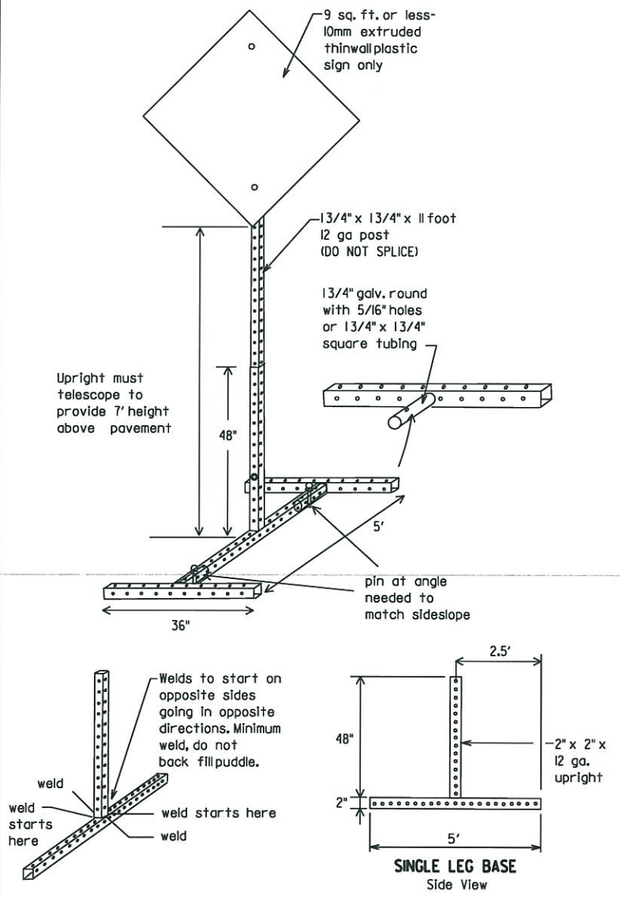
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

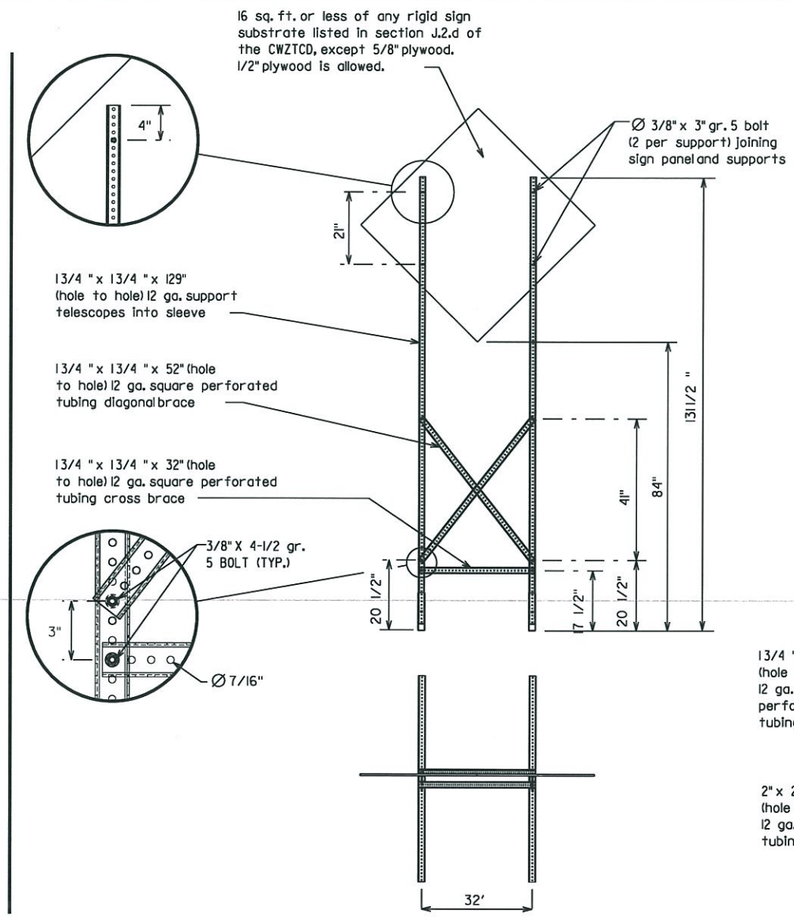


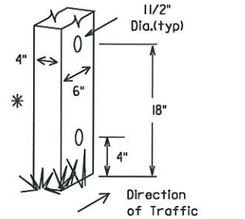
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

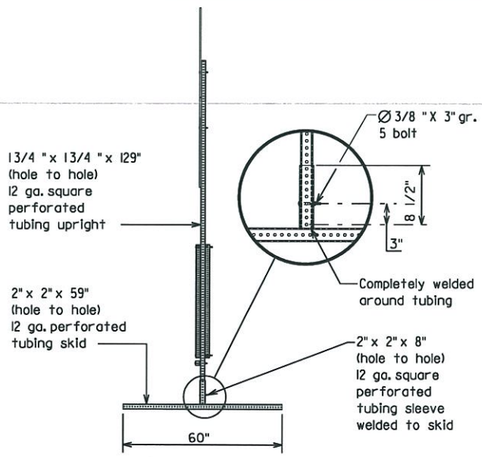






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✱ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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9-07	DIST	COUNTY		SHEET NO.
7-13	PHR	HIDALGO		50

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation * IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM-X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM-XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
9-07	DIST	COUNTY		SHEET NO.
7-13	PHR	HIDALGO		51

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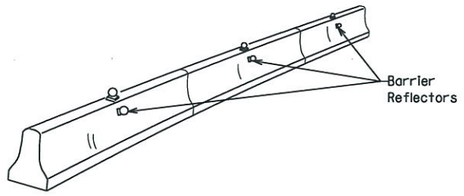
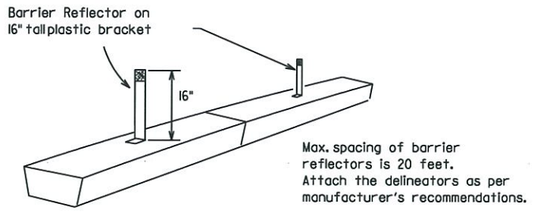
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

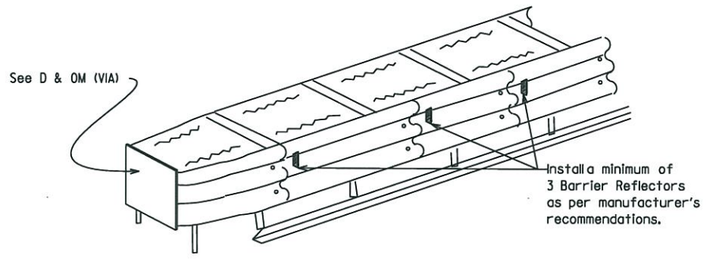


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

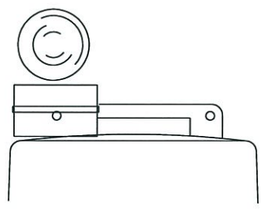


DELINEATION OF END TREATMENTS

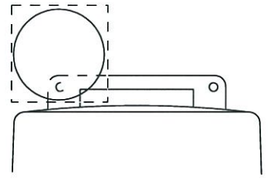
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

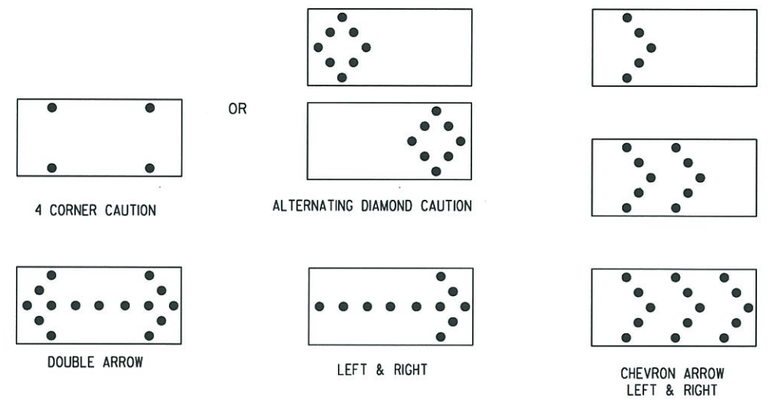
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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7-13	PHR	HIDALGO		52

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

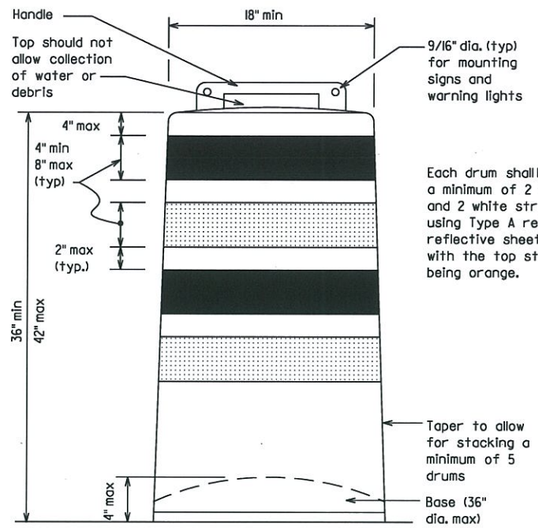
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

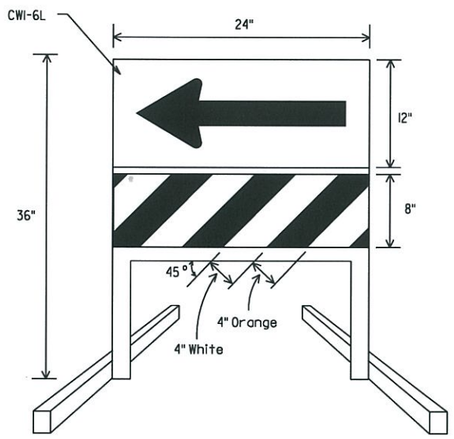
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

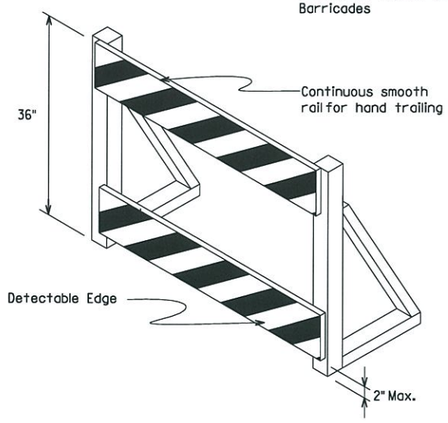




DIRECTION INDICATOR BARRICADE

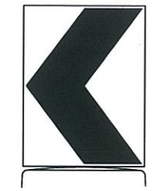
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CWI-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CWI-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or Type C Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-13

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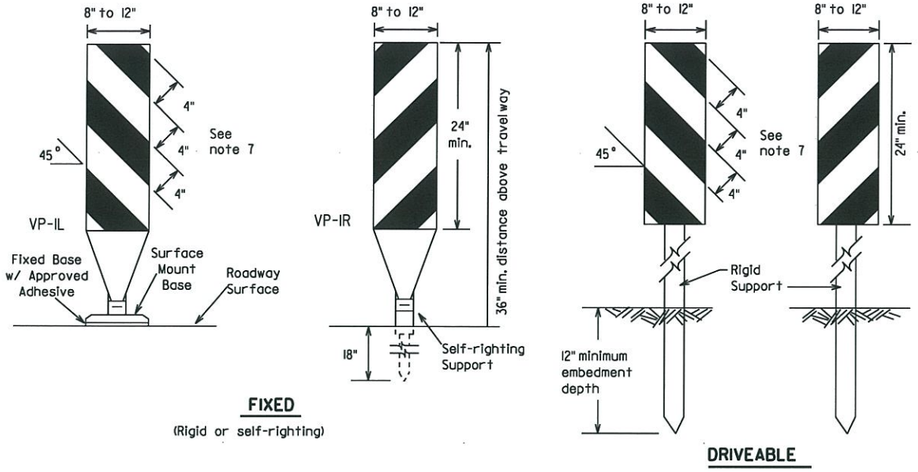
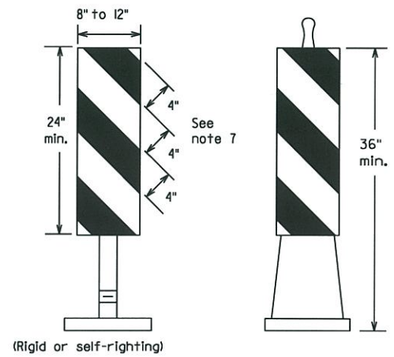


FIXED
(Rigid or self-righting)

DRIVEABLE

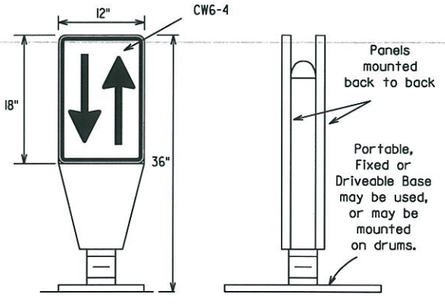


(Rigid or self-righting)

PORTABLE

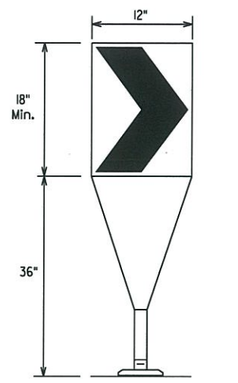
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travellane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



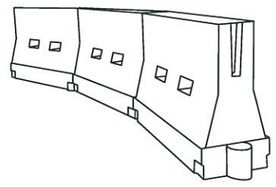
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travellanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-13

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	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		54

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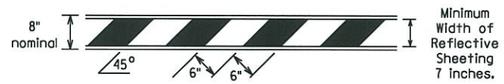
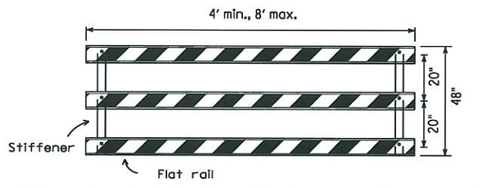
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



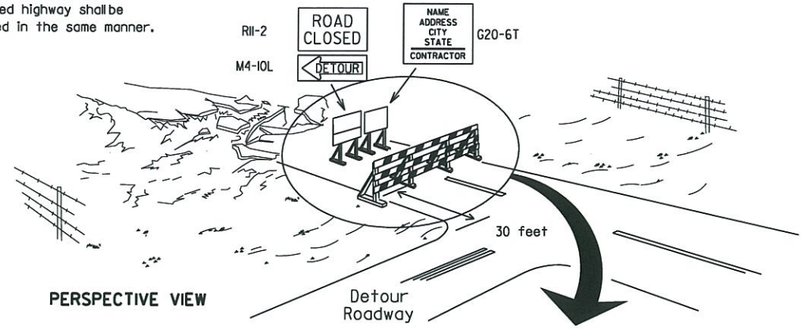
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

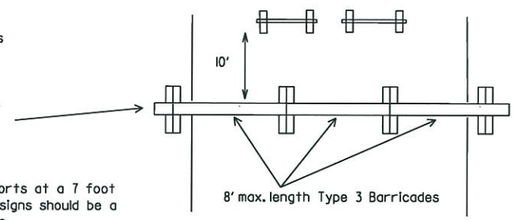
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

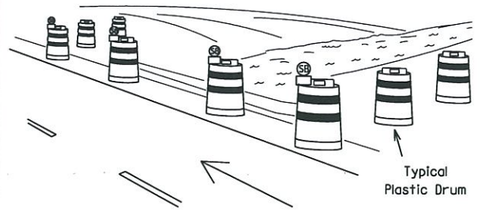
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

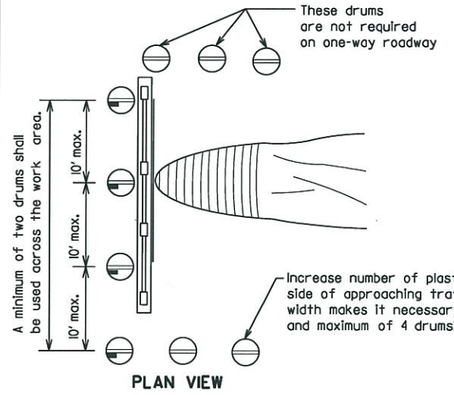
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

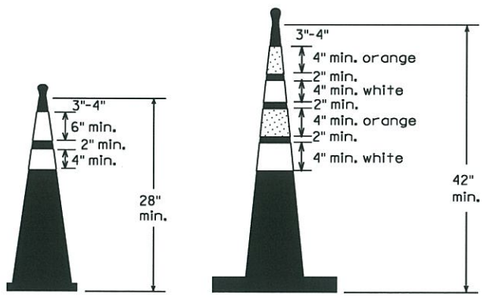
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

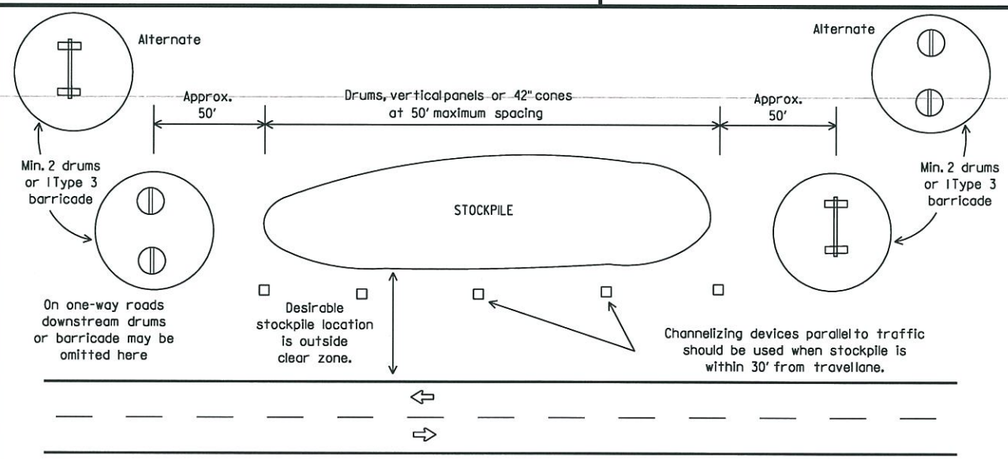
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

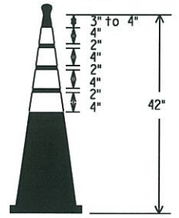
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travellane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

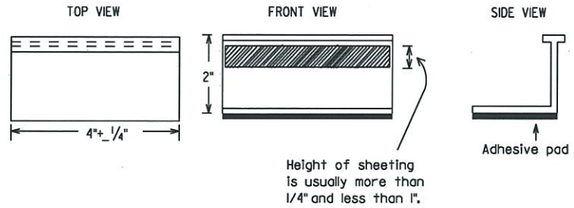
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-13

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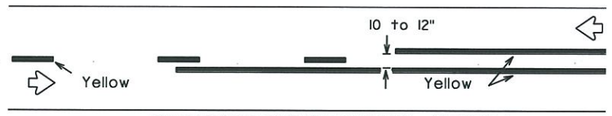
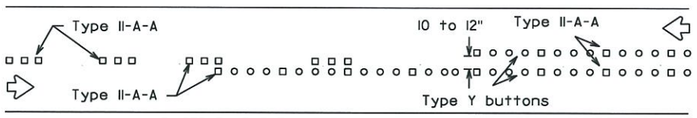
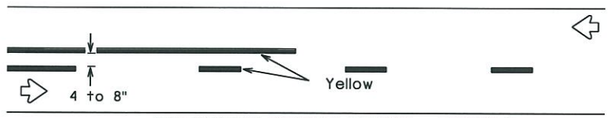
PAVEMENT MARKING PATTERNS



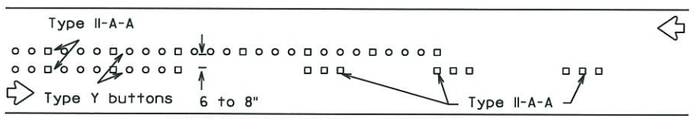
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



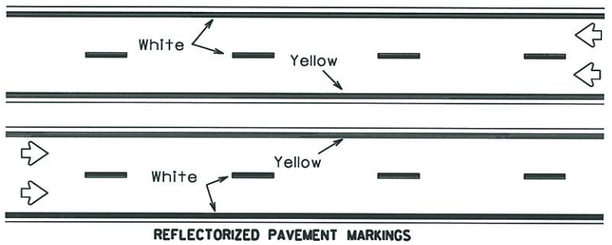
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



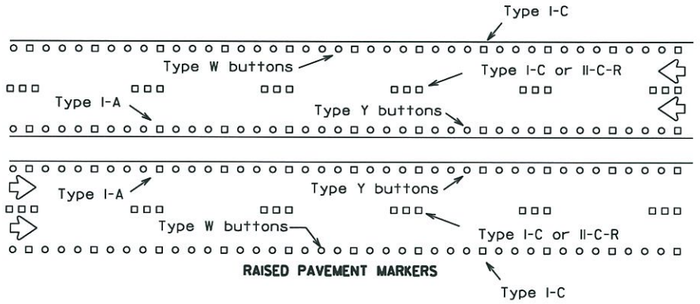
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



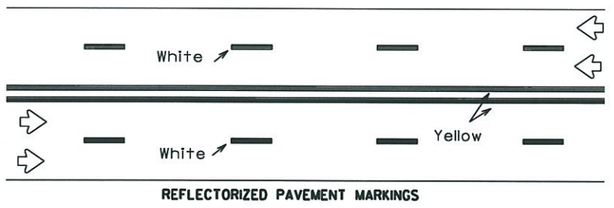
REFLECTORIZED PAVEMENT MARKINGS



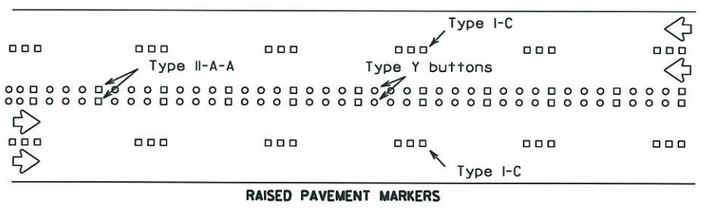
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



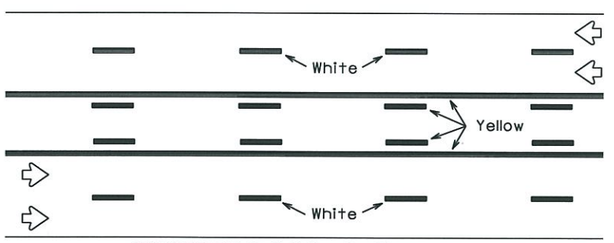
REFLECTORIZED PAVEMENT MARKINGS



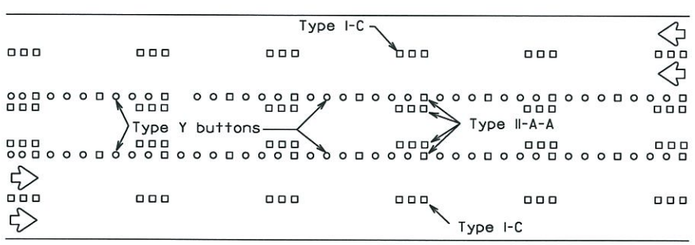
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

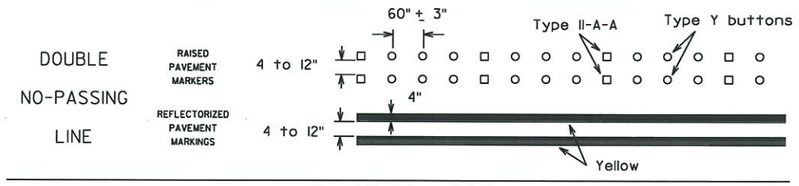
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

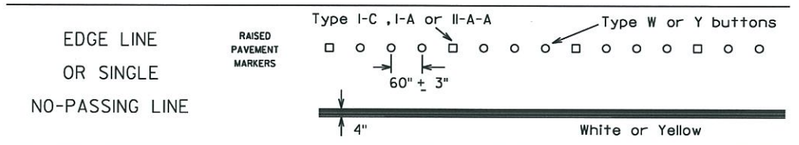
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

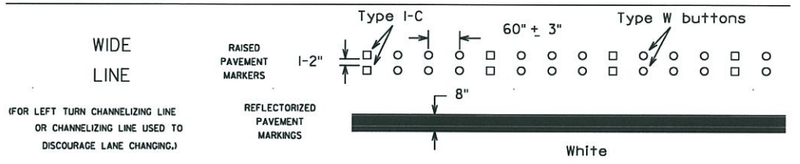


EDGE LINE OR SINGLE NO-PASSING LINE



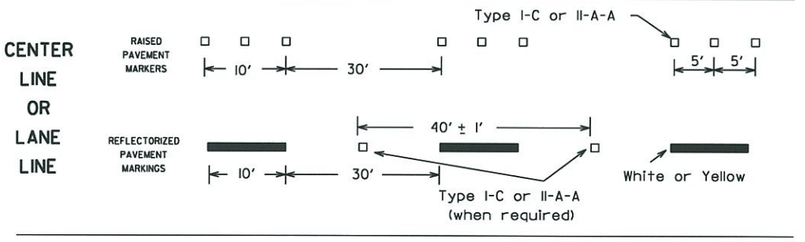
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

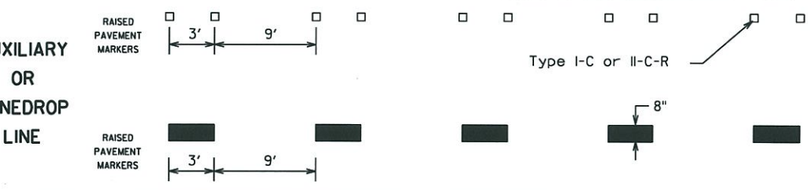


BROKEN LINES

CENTER LINE OR LANE LINE

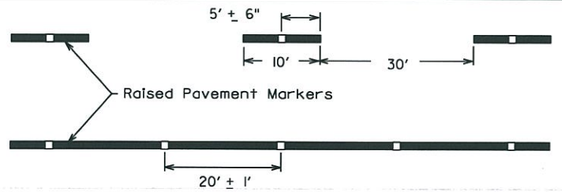


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

SHEET 12 OF 12

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
1-97 11-02 7-13	DIST	COUNTY		SHEET NO.
2-98 9-07	PHR	HIDALGO		57

106

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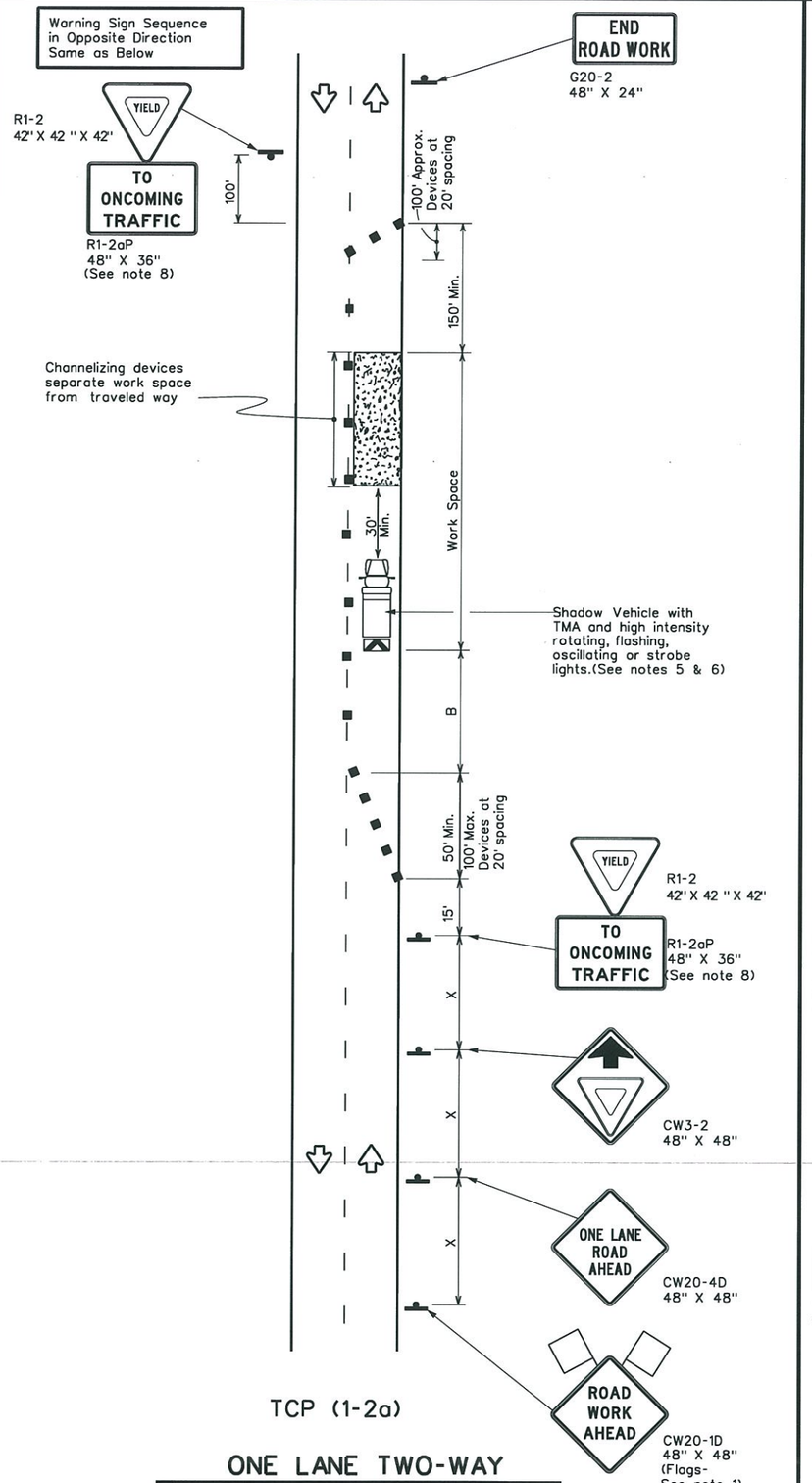
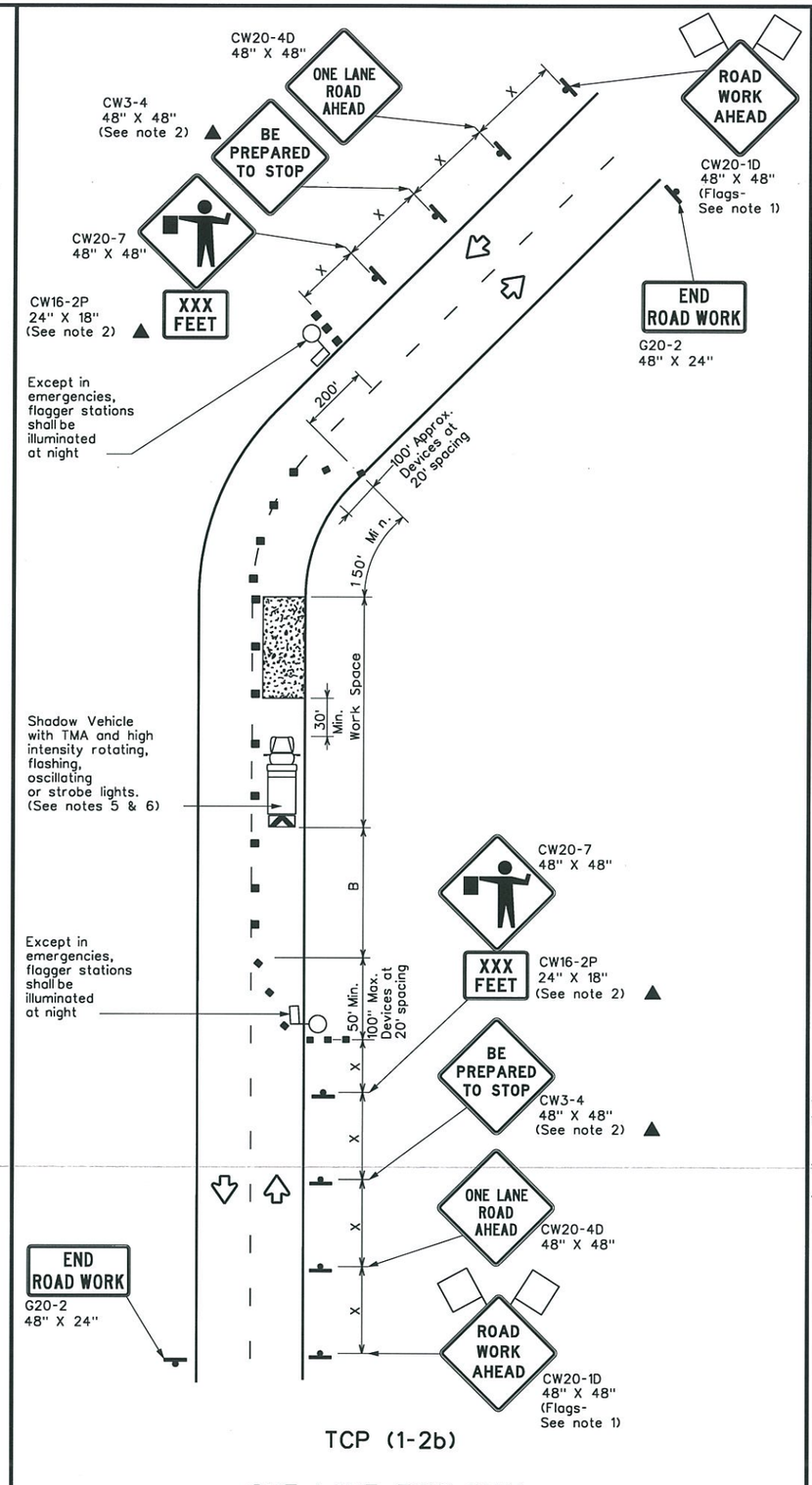


TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
4-90 2-12	0921	02	323	MILE 2
2-94	DIST	COUNTY		SHEET NO.
1-97	21	HIDALGO		58
4-98				

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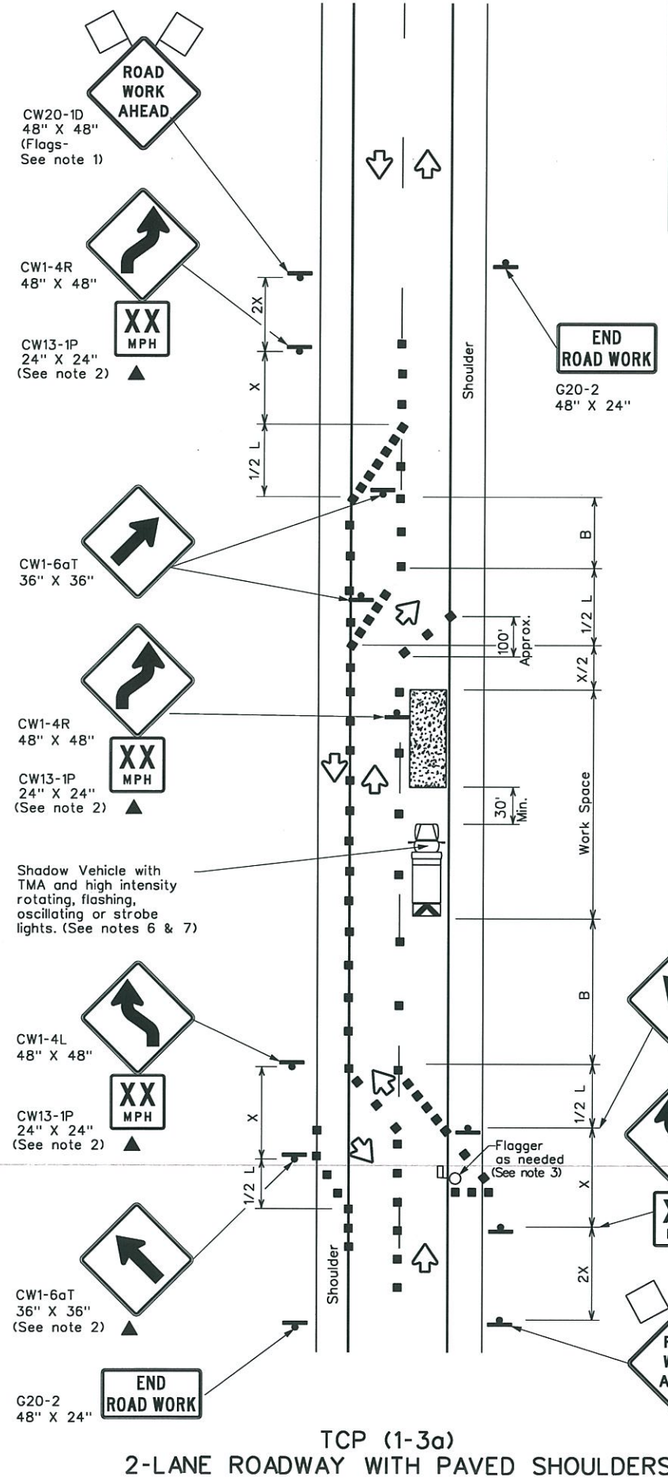
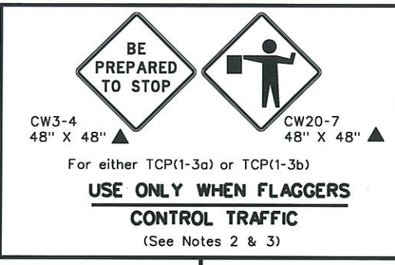
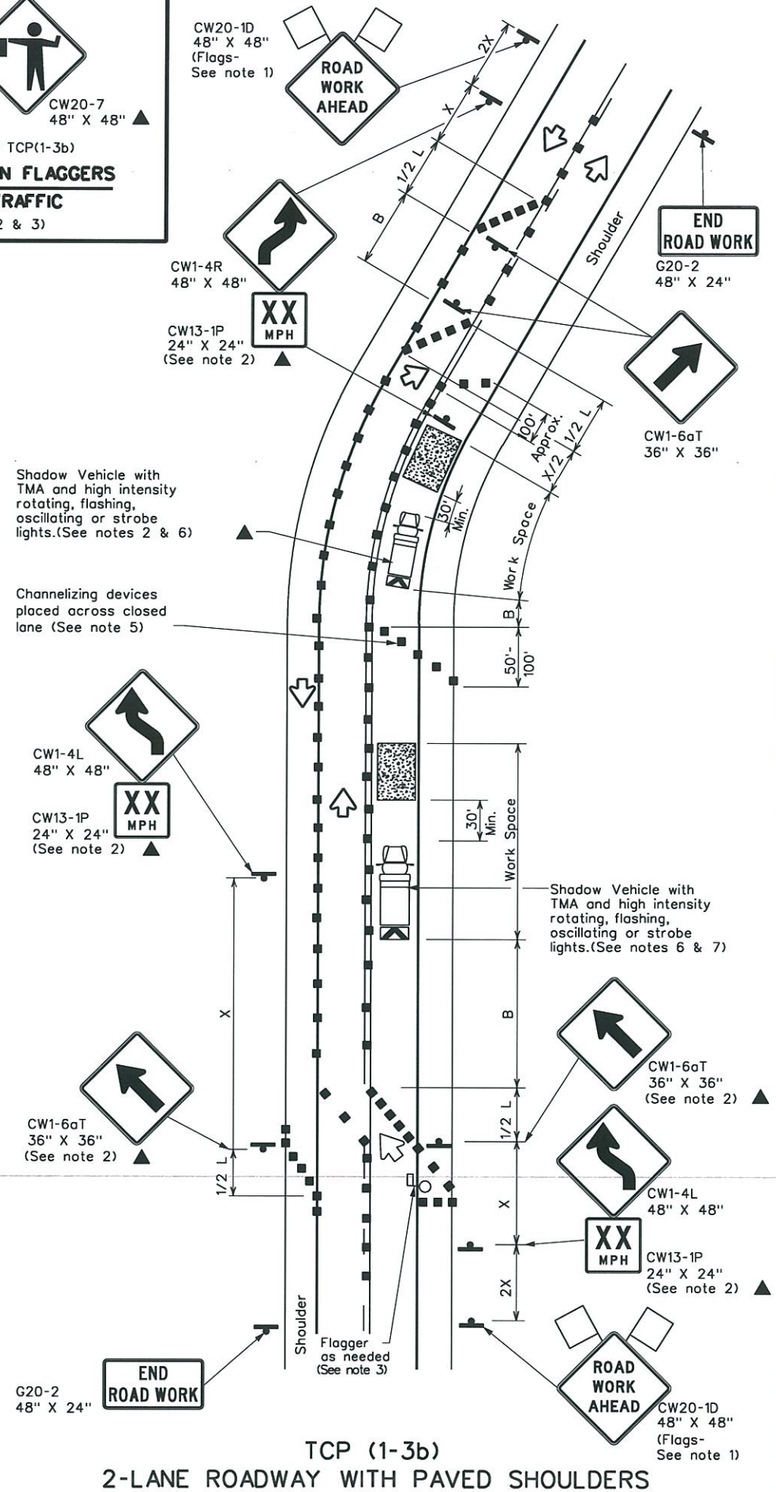


TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW





TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS

TCP(1-3)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
2-94 2-12
8-95
1-97
4-98

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2

DIST	COUNTY	SHEET NO.
21	HIDALGO	59

153

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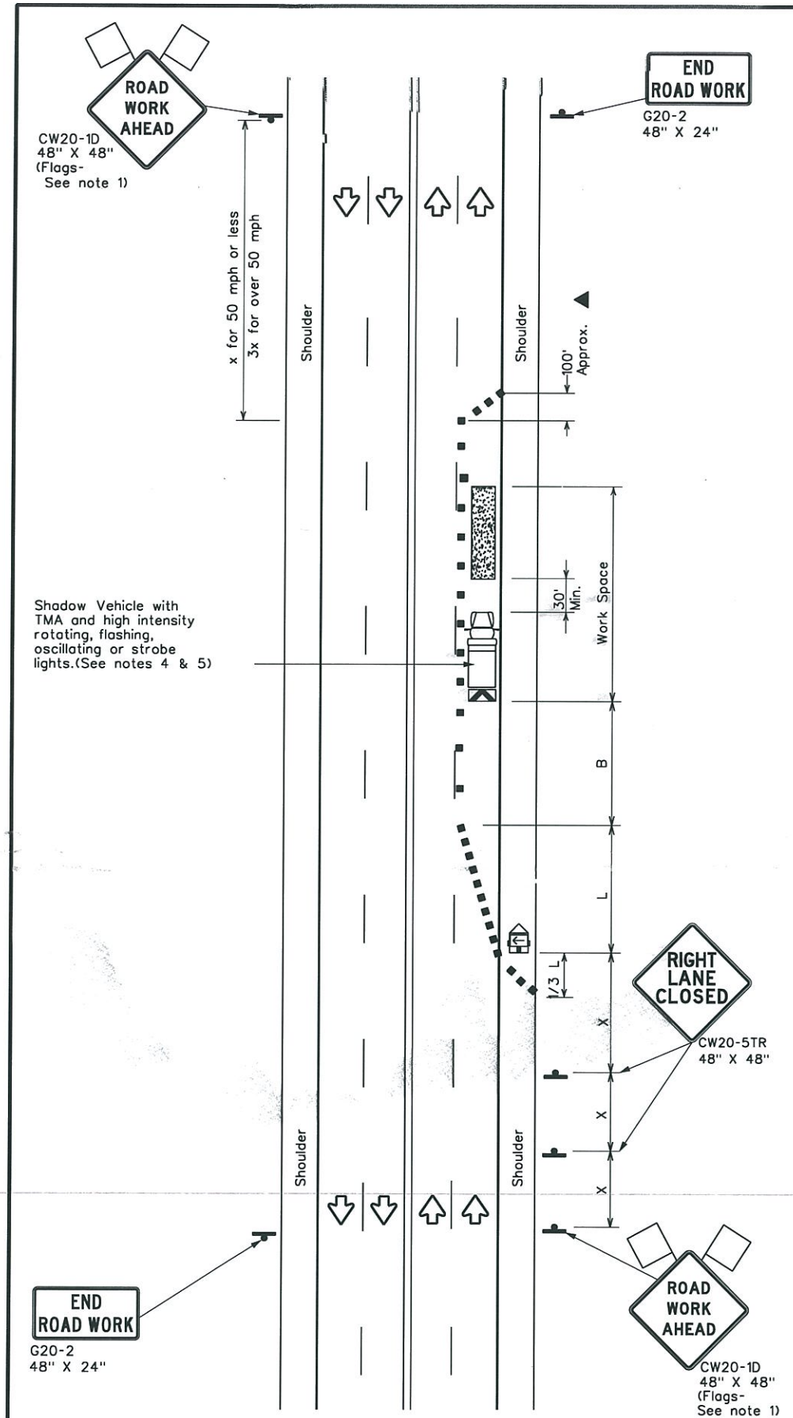
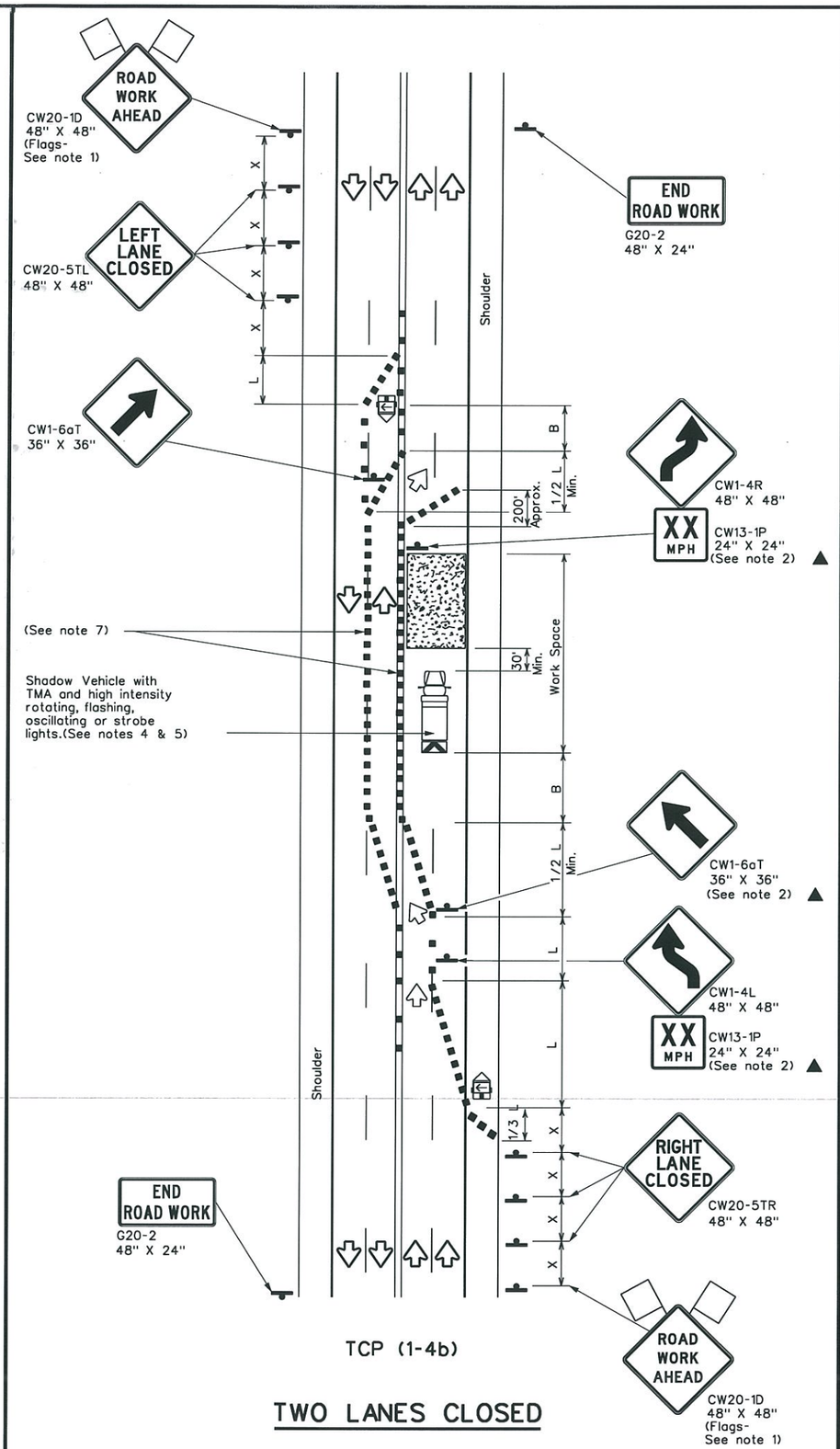


TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure , CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-12

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REVISIONS
2-94 2-12
8-95
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4-98

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		60

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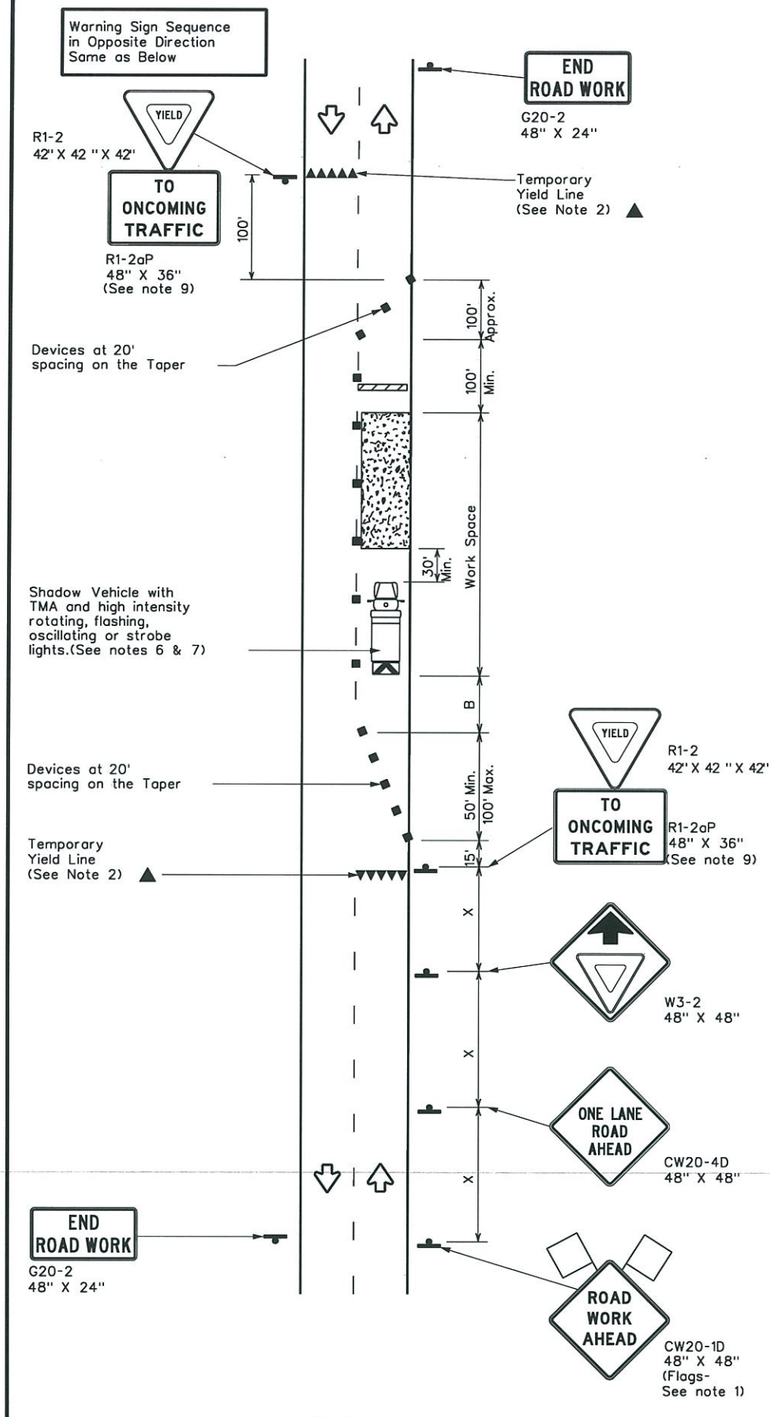
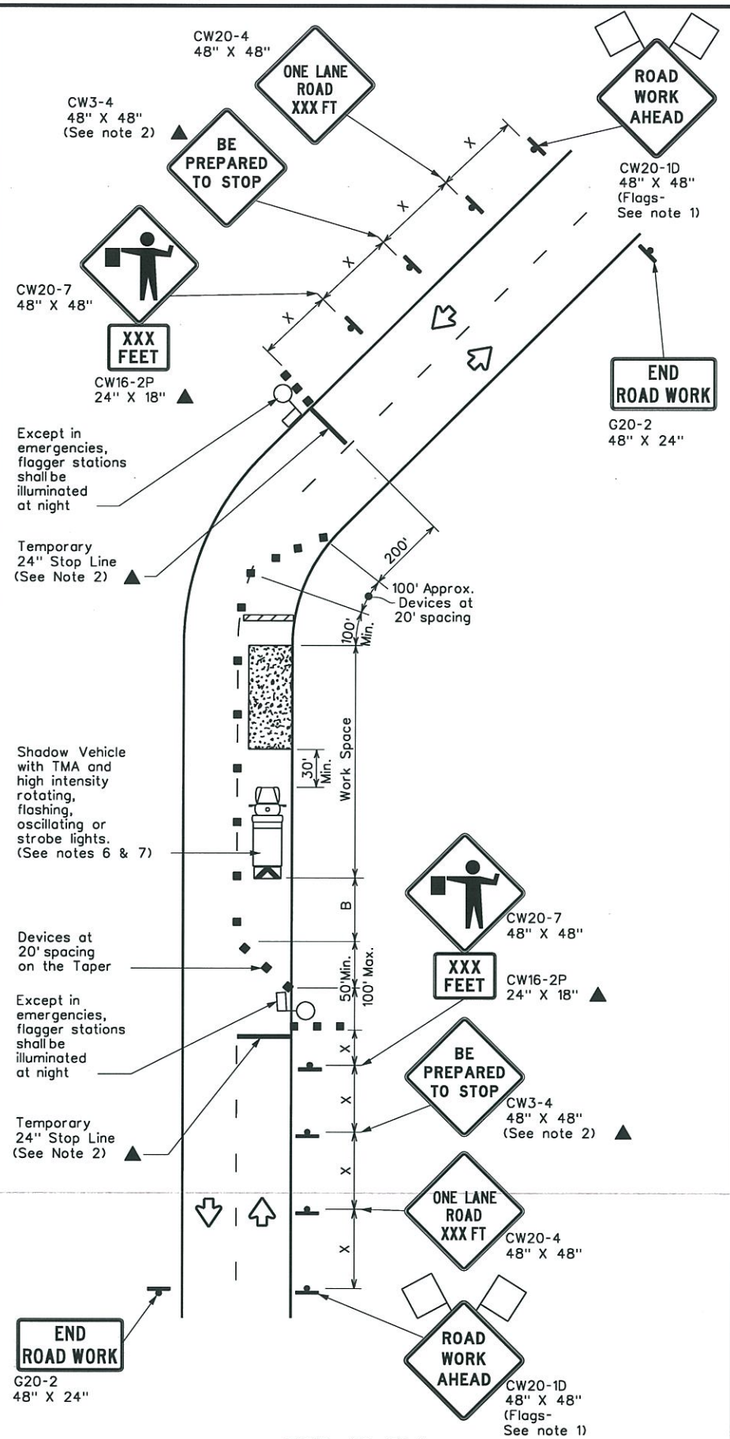


TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
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40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
* * Taper lengths have been rounded off.
L-Length of Taper(FT) W-Width of Offset(FT) S-Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situtations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(2-2)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12	0921	02	323	MILE 2
1-97	DIST	COUNTY		SHEET NO.
4-98	21	HIDALGO		61
3-03				

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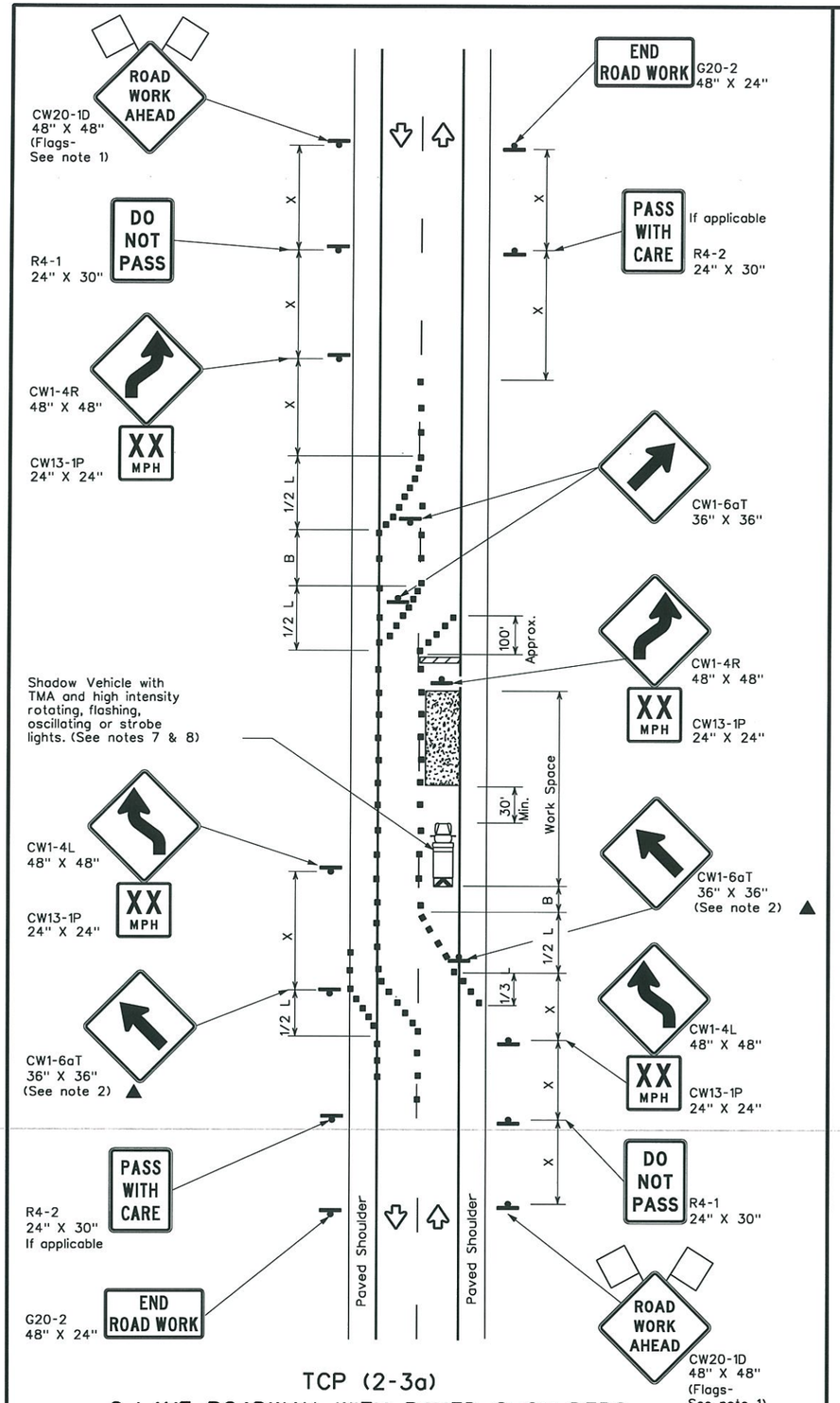
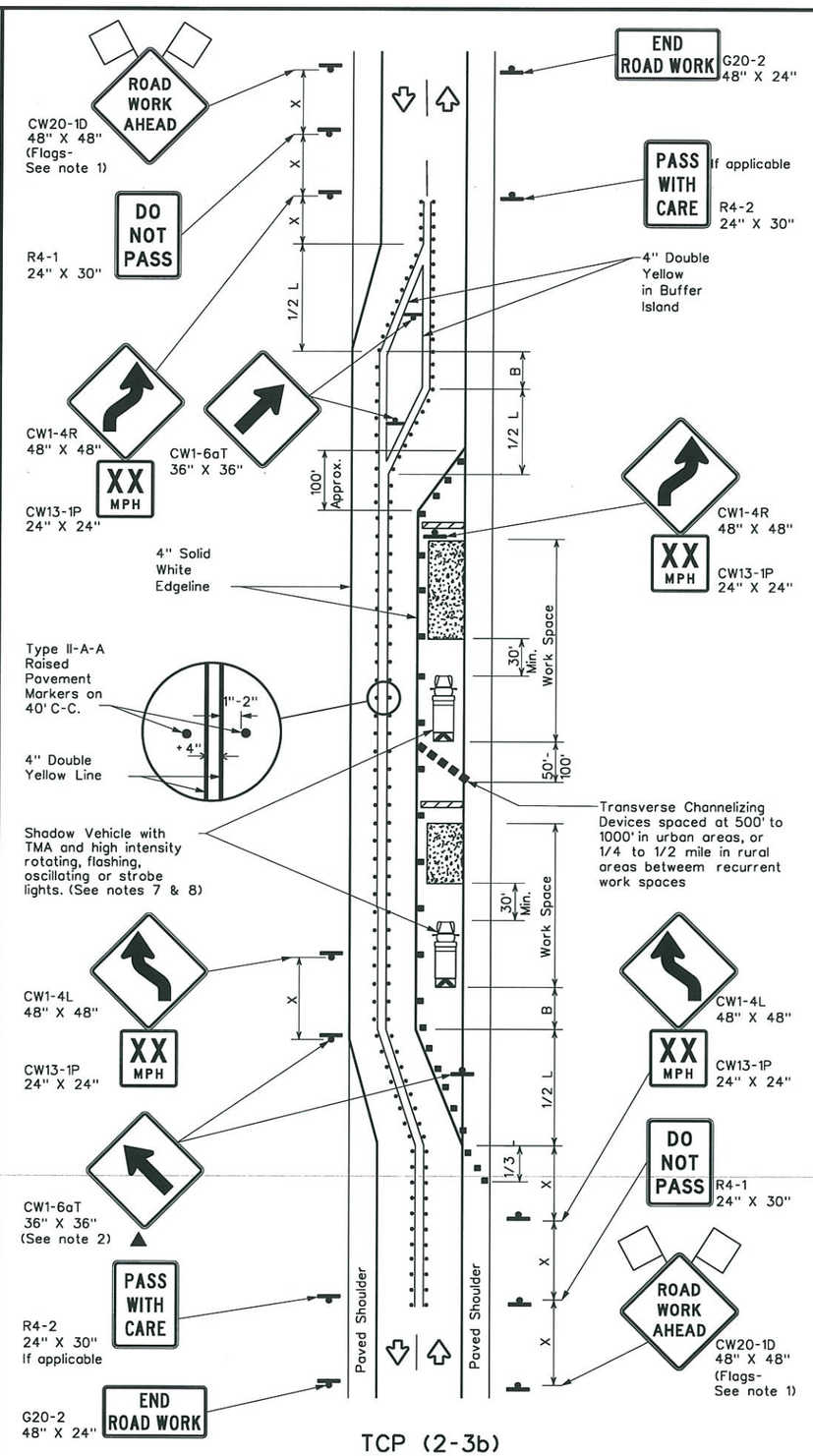


TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



TCP (2-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Raised Pavement Markers Ty II-AA
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

* * Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
				TCP(2-3b)ONLY
			✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. When work space will be in place less than three days existing pavement markings may remain in place. Channelizing devices shall be used to separate traffic.
4. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Flagger should be positioned at end of traffic queue.
5. The R4-1 "DO NOT PASS," R4-2 " PASS WITH CARE" and construction regulatory speed zone signs may be installed within CW20-1D "ROAD WORK AHEAD" signs. Proper spacing of signs shall be maintained.
6. Conflicting pavement marking shall be removed for long term projects.
7. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted.
8. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-3a)

9. Conflicting pavement markings shall be removed for long-term projects. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter device spacing is intended for the area of the conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO-LANE ROADS

TCP(2-3)-12

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REVISIONS
8-95 2-12
1-97
4-98
3-03

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		62

FILE:

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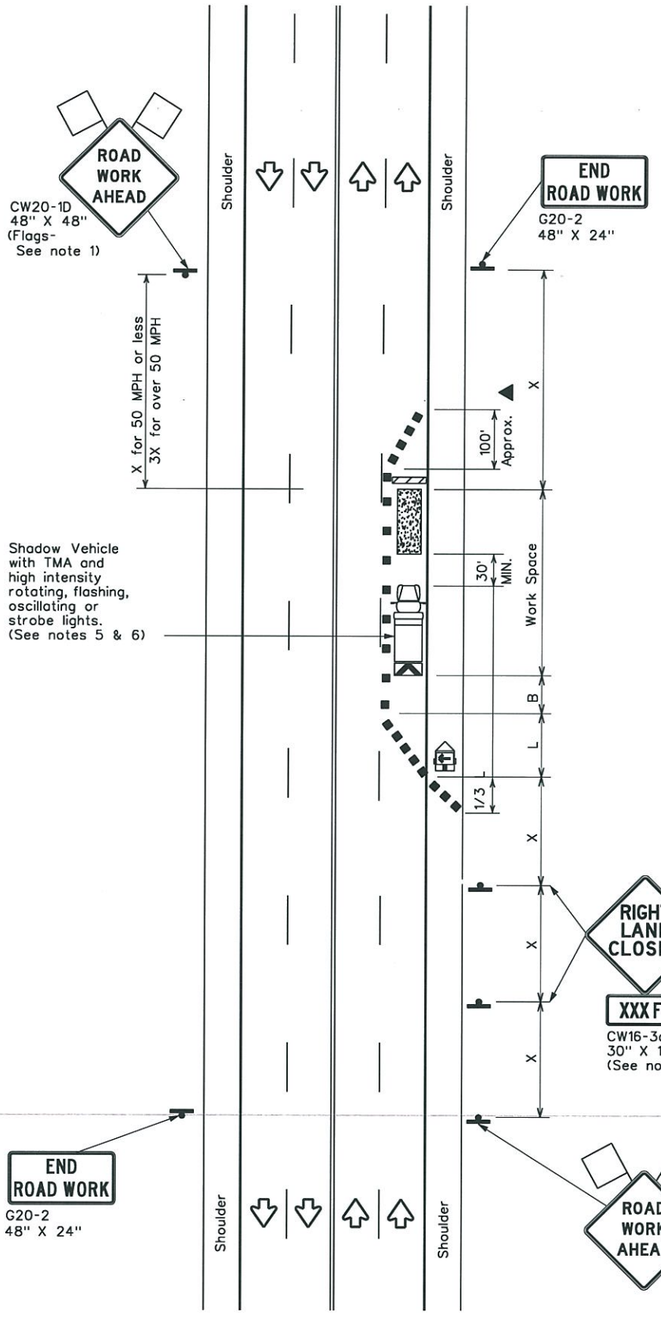
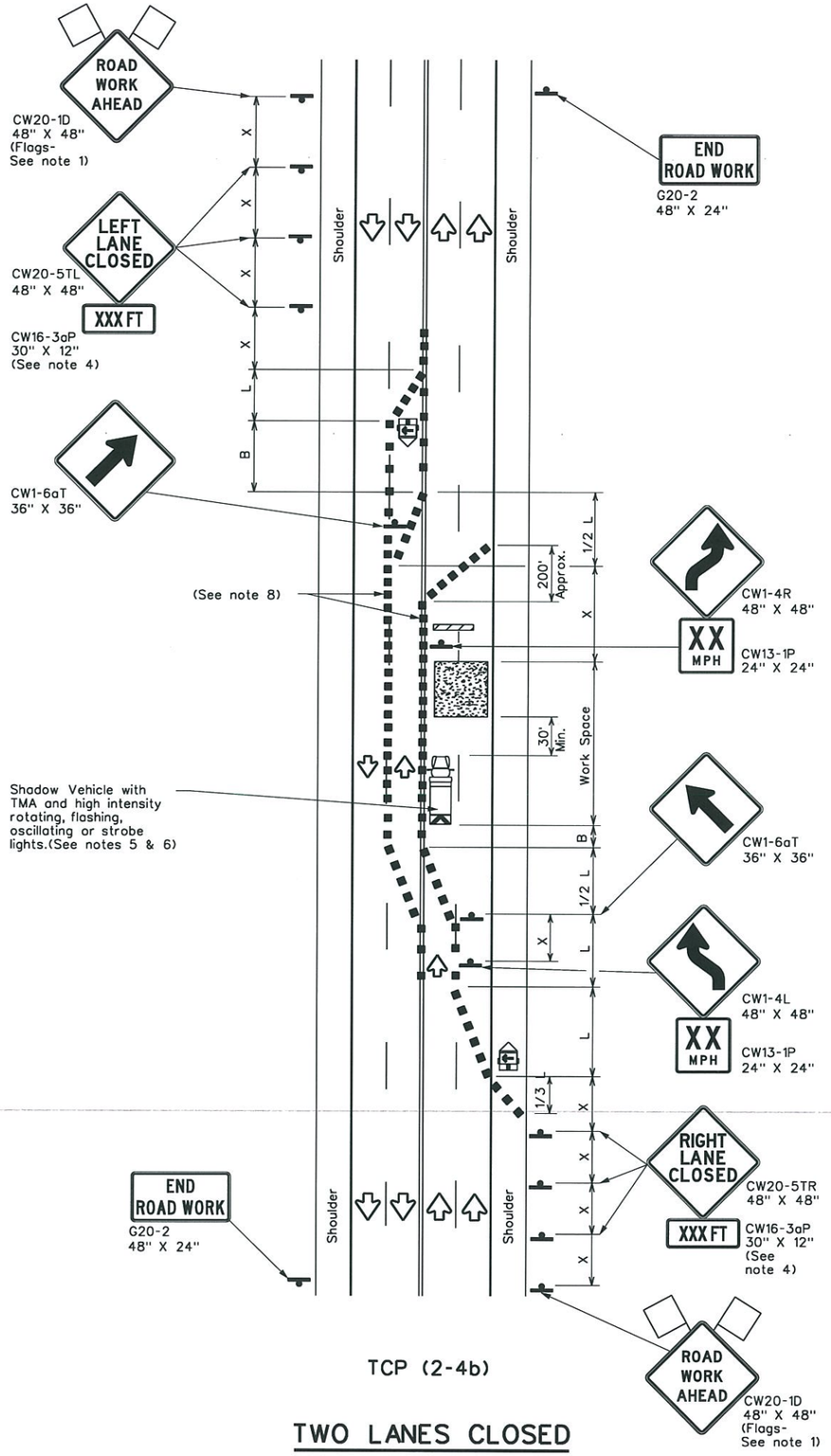


TCP (2-4a)

ONE LANE CLOSED



TCP (2-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
4. For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

7. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED"signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4b)

8. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter devices spacing is intended for the area of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(2-4)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12	0921	02	323	MILE 2
1-97	DIST	COUNTY		SHEET NO.
4-98	21	HIDALGO		63
3-03				

164

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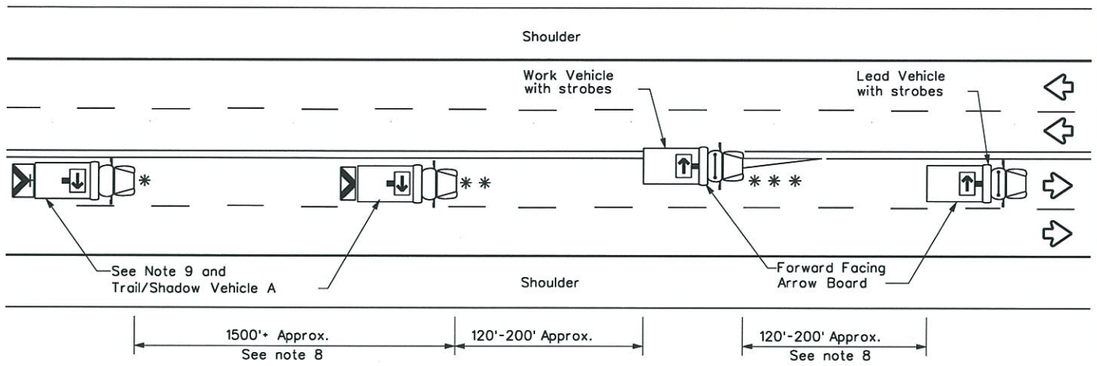
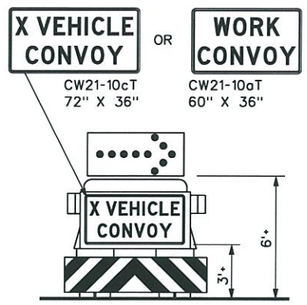


TCP (3-1a)

UNDIVIDED MULTILANE ROADWAY



TRAIL/SHADOW VEHICLE A

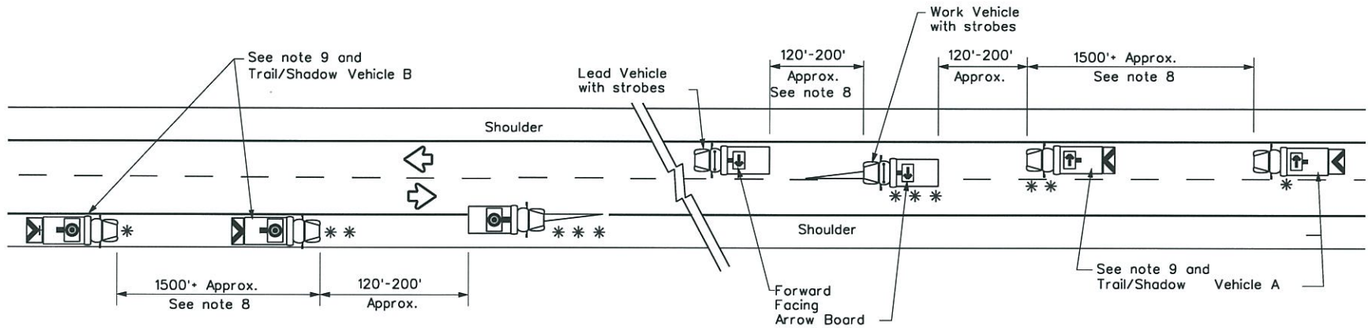
with RIGHT Directional display Flashing Arrow Board

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY"(CW21-10T) or "X VEHICLE CONVOY" (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-1) sign should be placed on the back of the rearmost protection vehicle.

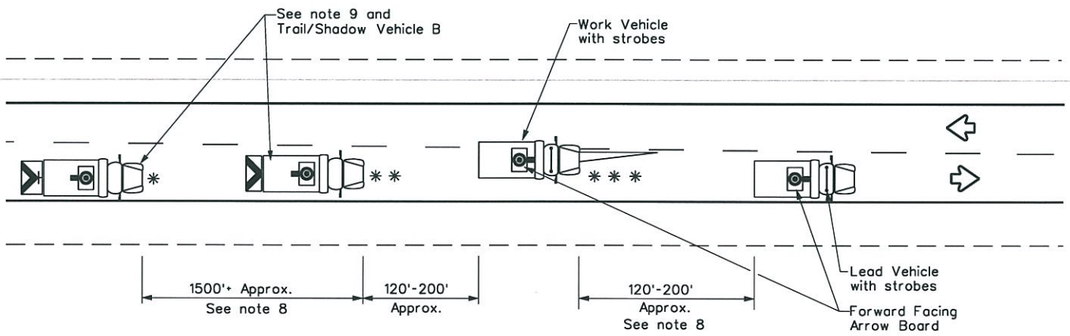


WORK ON SHOULDER

WORK ON TRAVEL LANE

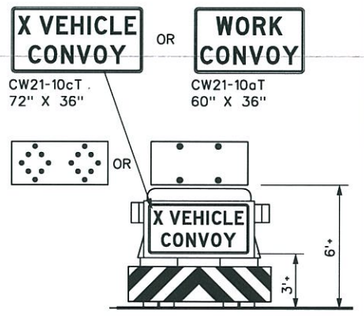
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS



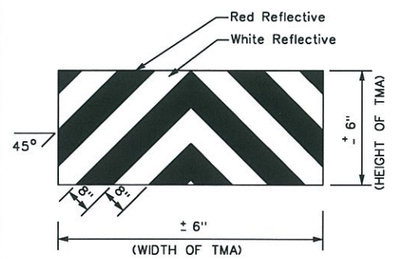
TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board in CAUTION display



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS

TCP(3-1)-13

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© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 7-13 1-97	0921	02	323	MILE 2
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		64

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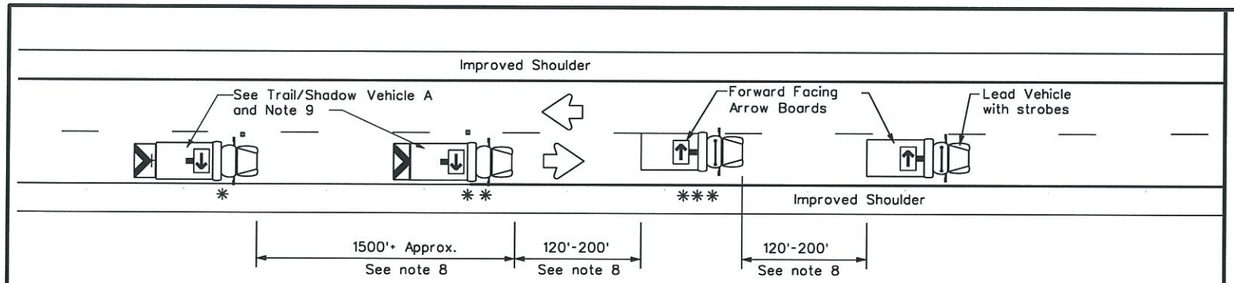
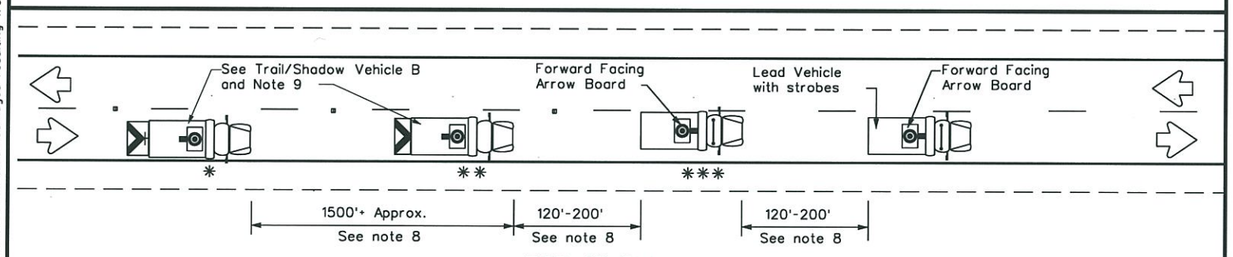


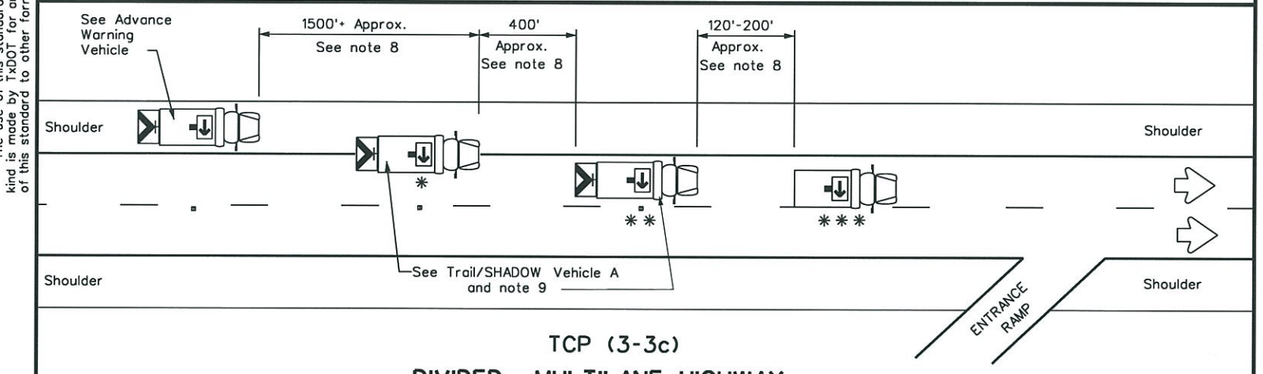
TCP (3-3a)

TWO LANE HIGHWAY WITH PAVED SHOULDERS (WORK ON TRAVEL LANE)



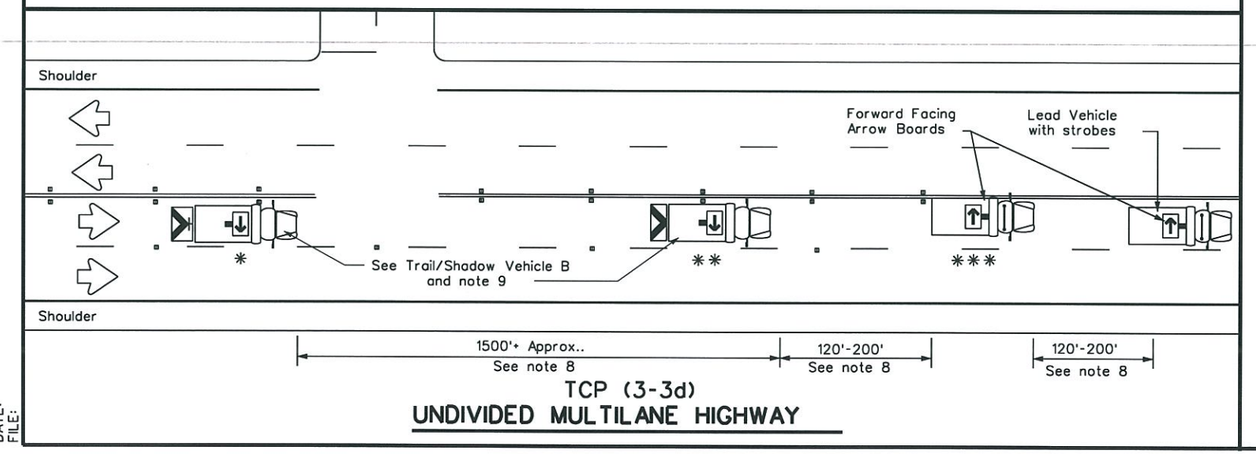
TCP (3-3b)

TWO LANE HIGHWAY WITHOUT PAVED SHOULDERS (WORK ON TRAVEL LANE)



TCP (3-3c)

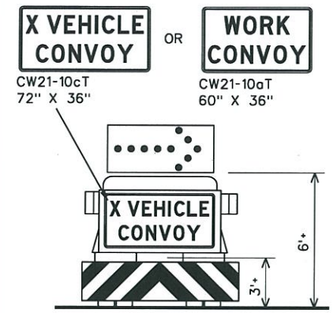
DIVIDED MULTILANE HIGHWAY



TCP (3-3d)

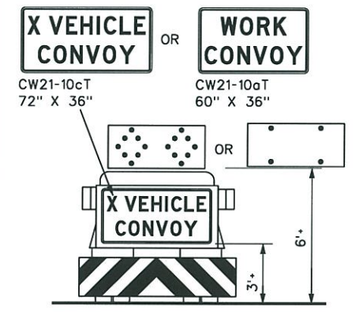
UNDIVIDED MULTILANE HIGHWAY

DATE:
FILE:



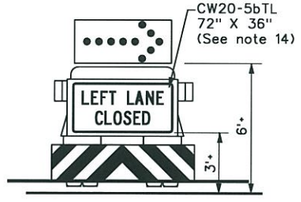
TRAIL/SHADOW VEHICLE A

with RIGHT Directional display
Flashing Arrow Board

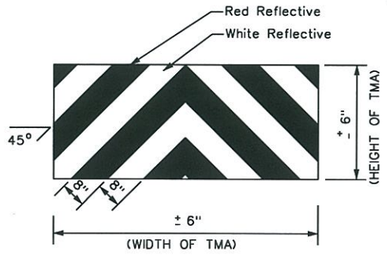


TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board
in Caution Mode



ADVANCE WARNING VEHICLE



STRIPING FOR TMA

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-5bTL), RIGHT LANE CLOSED (CW20-5bTR), or CENTER LANE CLOSED (CW20-5dT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edgeline when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS RAISED PAVEMENT MARKER INSTALLATION

TCP(3-3)-13

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©TxDOT September 1987	CONT	SECT	JOB	HIGHWAY
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2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 7-13	21	HIDALGO		65
1-97				

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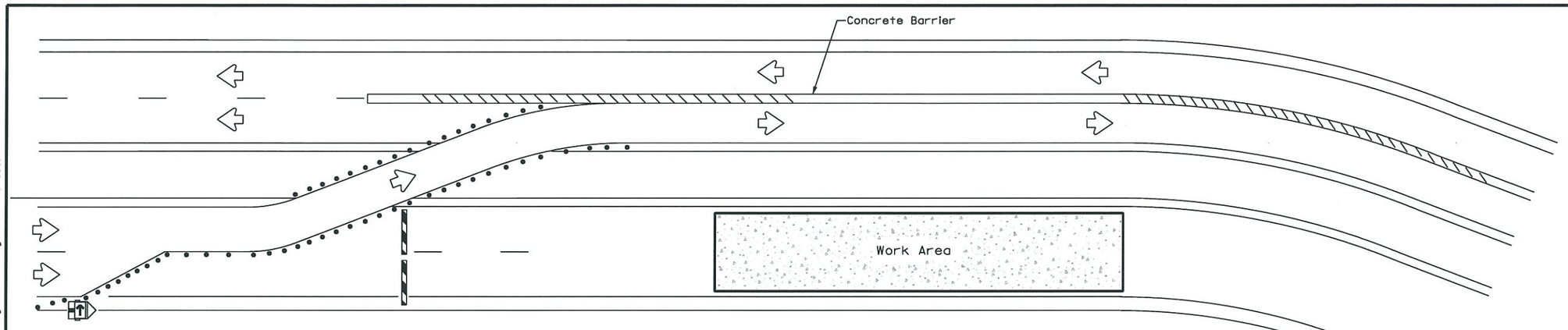
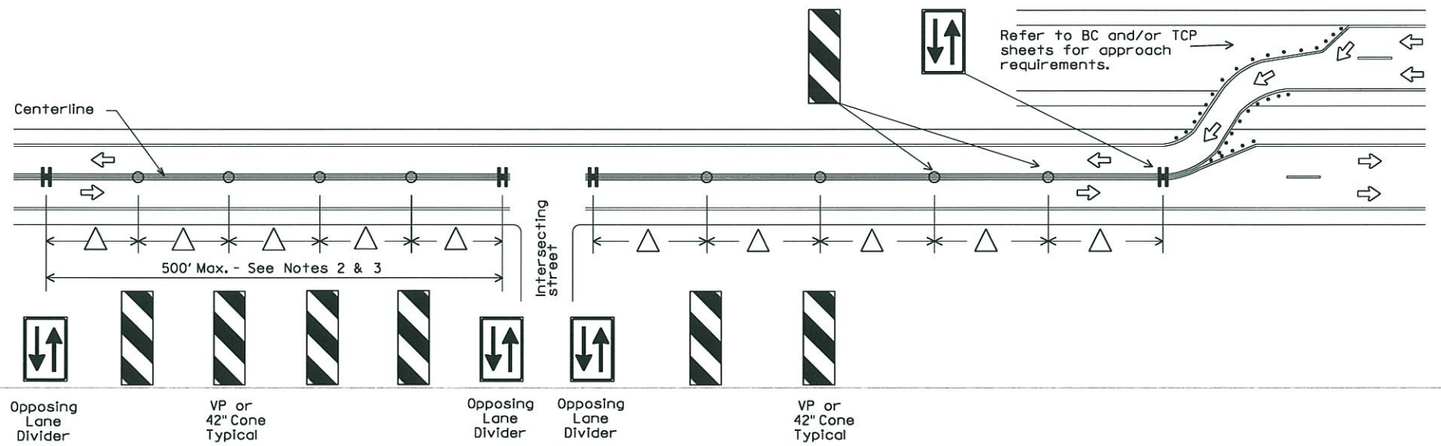


LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\ \ \ \	Safety glare fence

NOTES:

1. Length of Safety Glare Fence will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one unit.
3. Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Sign Face Materials, Type B or C Yellow, minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed with reflective sheeting as described.
4. Payment for these devices will be under statewide Special Specification "Modular Glare Screens for Headlight Barrier."
5. This detail is only intended to show types of locations where Glare Screens would be appropriate. Required signing and other devices shall be as shown elsewhere in the plans.

BARRIER DELINEATION WITH MODULAR GLARE SCREENS



VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS (OTLD) SEPARATING TWO-WAY TRAFFIC ON NORMALLY DIVIDED HIGHWAYS

NOTES:

1. When two-lane, two way traffic control must be maintained on one roadway of a normally divided highway, opposing traffic shall be separated with either temporary traffic barriers, channelizing devices, or a temporary raised island throughout the length of the two way operation. The above Typical Application is intended to show the appropriate application of channelizing devices when they are used for this purpose. This is not a traffic control plan. If this detail is to be used for other types of roads or applications, those locations should be stated elsewhere in the plans.

△ 2. Space devices according to the Tangent Spacing shown on the Device Spacing table on BC(9) but not exceeding 100'.

3. Every fifth device should be an OTLD except when spaced closer to accommodate an intersection. An OTLD should be the first device on each side of intersecting streets or roads.

4. Locations where surface mount bases with adhesives or self-righting devices will be required in order to maintain them in their proper position should be noted elsewhere in the plans.

DEPARTMENTAL MATERIAL SPECIFICATIONS

SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULAR GLARE SCREENS FOR HEADLIGHT BARRIER	DMS-8610

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ(TD)-13

FILE: wztd-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
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110	PHR	HIDALGO		66

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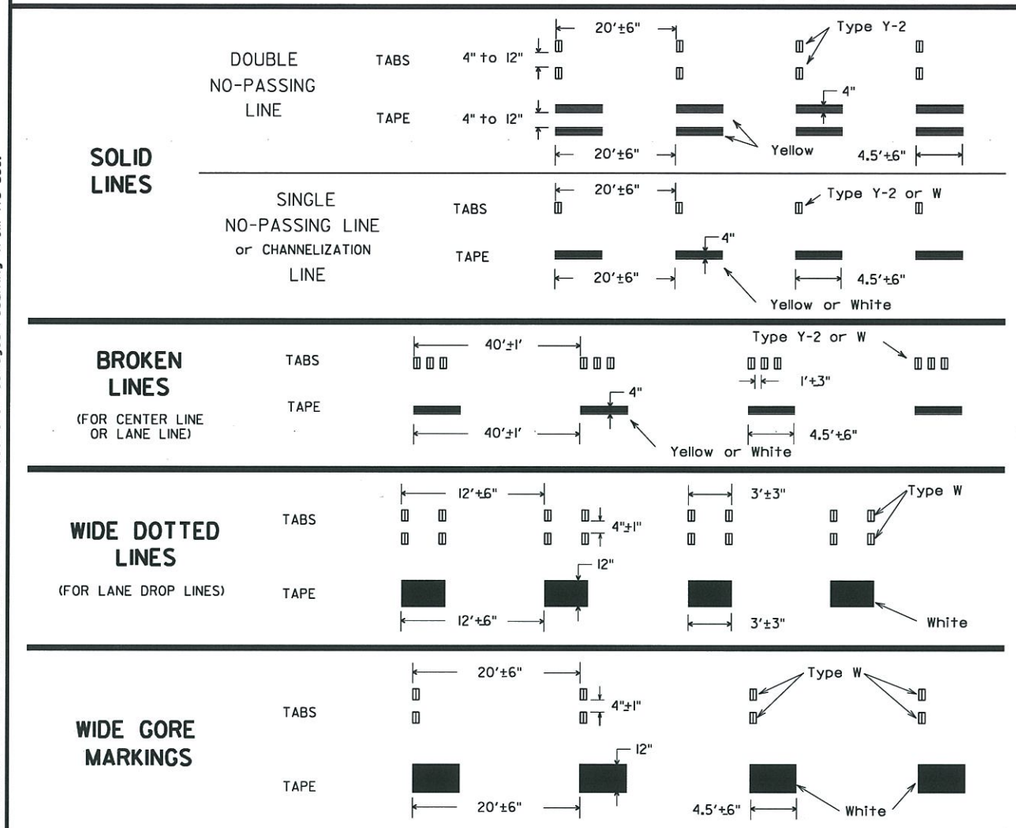
WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS



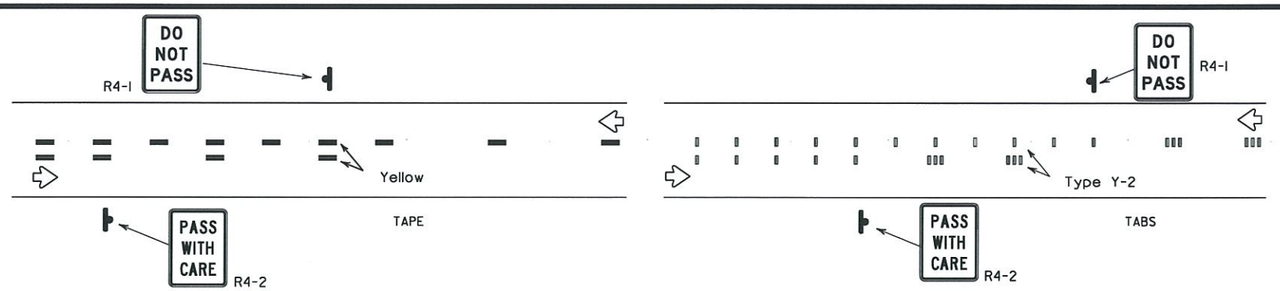
NOTES:

1. Short term pavement markings may be prefabricated markings (stick down tape) or temporary flexible-reflective roadway marker tabs unless otherwise specified elsewhere in plans.
2. Short term pavement markings shall NOT be used to simulate edge lines.
3. Dimensions indicated on this sheet are typical and approximate. Variations in size and height may occur between markers or devices made by manufacturers, by as much as 1/4 inch, unless otherwise noted.
4. Temporary flexible-reflective roadway marker tabs will require normal maintenance replacement when used on roadways with an ADT per lane of up to 7500 vehicles with no more than 10% truck mix. When roadways exceed these values, additional maintenance replacement of devices should be planned.
5. No segment of roadway open to traffic shall remain without permanent pavement markings for a period greater than 14 calendar days. The Contractor will be responsible for maintaining short term pavement markings until permanent pavement markings are in place. When the Contractor is responsible for placement of permanent pavement markings, no segment of roadway shall remain without permanent pavement markings for a period greater than 14 calendar days unless weather conditions prohibit placement. Permanent pavement markings shall be placed as soon as weather permits.
6. For two lane, two-way roadways, DO NOT PASS signs shall be erected to mark the beginning of sections where passing is prohibited and PASS WITH CARE signs shall be erected to mark the beginning of sections where passing is permitted. Signs shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and may be used to indicate the limits of no-passing zones for up to 14 calendar days. Permanent pavement markings should then be placed.
7. For low volume two lane, two-way roadways of 4000 ADT or less, no-passing lines may be omitted when approved by the Engineer. DO NOT PASS and PASS WITH CARE signs shall be erected (see note 6).
8. For exit gores where a lane is being dropped place wide gore markings or retroreflective channelizing devices to guide motorist through the exit. If channelizing devices are to be used it should be noted elsewhere in the plans. One piece cones are not allowed for this purpose.

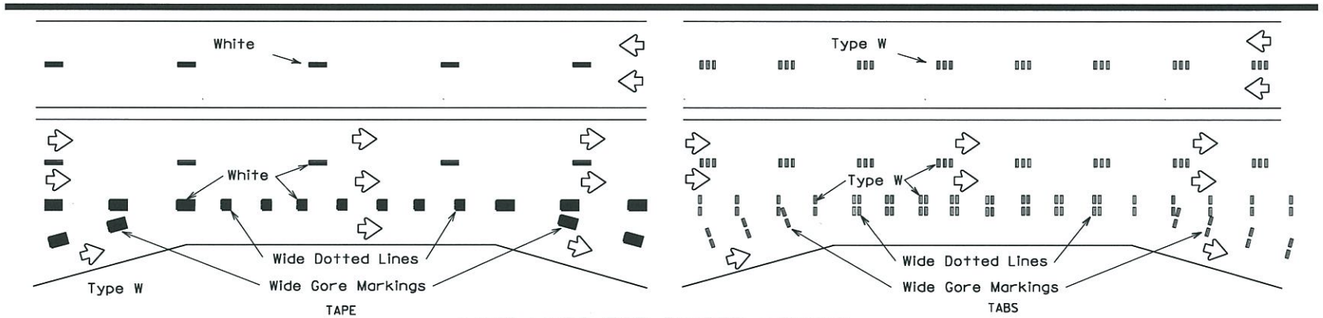
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

1. Temporary flexible-reflective roadway marker tabs detailed on this sheet will be designated Type Y-2 (two amber reflective surfaces with yellow body); Type Y (one amber reflective surface with yellow body); and Type W (one white or silver reflective surface with white body). Additional details may be found on BC(II).
2. Tabs shall meet requirements of Departmental Material Specification DMS-8242.
3. When dry, tabs shall be visible for a minimum distance of 200 feet during normal daylight hours and when illuminated by automobile low-beam head light at night, unless sight distance is restricted by roadway geometrics.
4. No two consecutive tabs nor four tabs per 1000 feet of line shall be missing or fail to meet the visual performance requirements of Note 3.

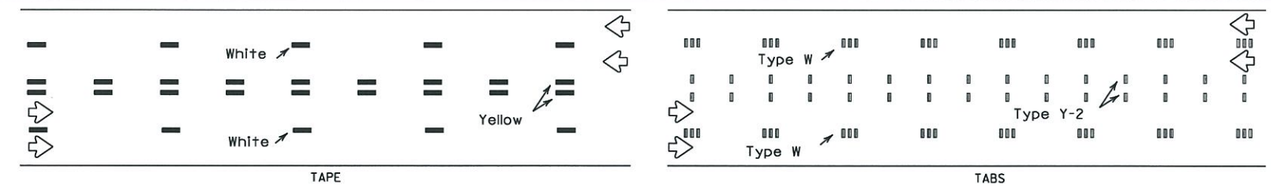
WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



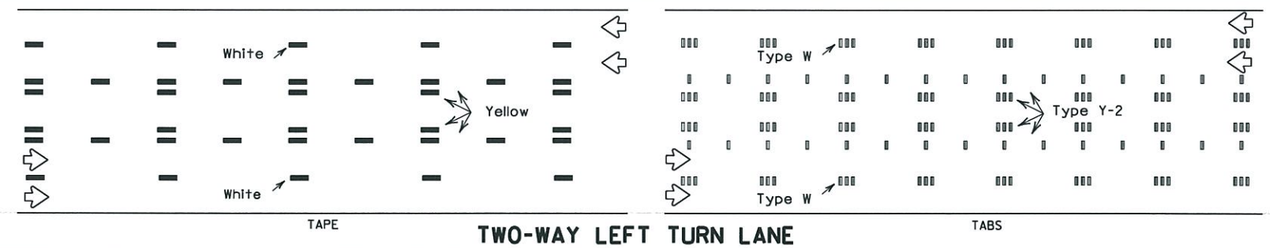
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



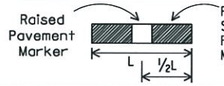
LANE LINES FOR DIVIDED HIGHWAY



LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



TWO-WAY LEFT TURN LANE



If raised pavement markers are used to supplement REMOVABLE short term markings, the markers shall be applied to the top of the tape at the approximate mid length of the tape. This allows an easier removal of raised markers and tape.

PREFABRICATED PAVEMENT MARKINGS

1. Temporary Removable Prefabricated Pavement Markings shall meet the requirements of DMS-8241.
2. Non-removable Prefabricated Pavement Markings shall meet the requirements of either DMS-8240 "Permanent Prefabricated Pavement Markings" or DMS-8243 "Temporary Costruction-Grade Prefabricated Pavement Markings."

RAISED PAVEMENT MARKERS

1. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and DMS-4200.

DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS) & MATERIAL PRODUCER LISTS (MPL)

1. DMSs referenced above can be found along with embedded links to their respective MPLs at the following website:

http://www.txdot.gov/business/contractors_consultants/material_specifications/default.htm

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE SHORT TERM PAVEMENT MARKINGS

WZ(STPM)-13

FILE:	wzstpm-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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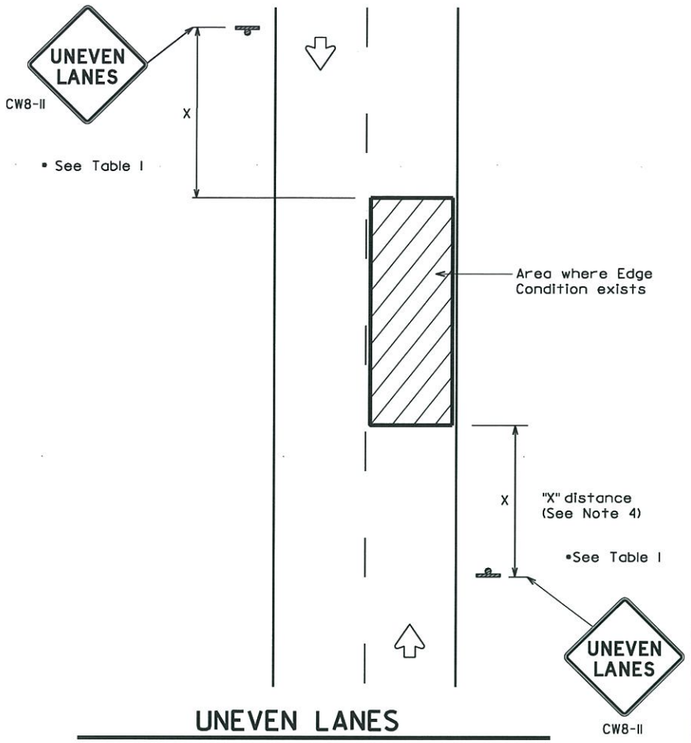
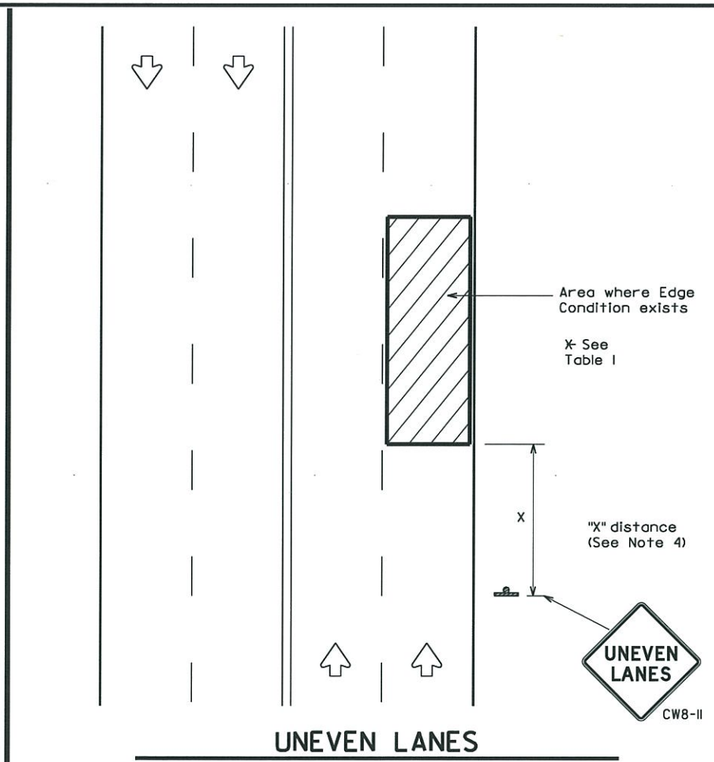
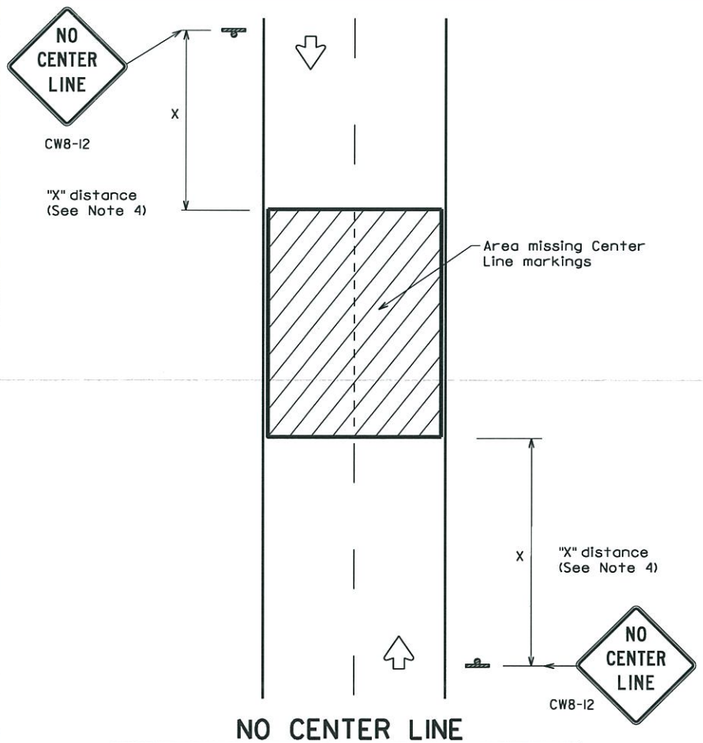


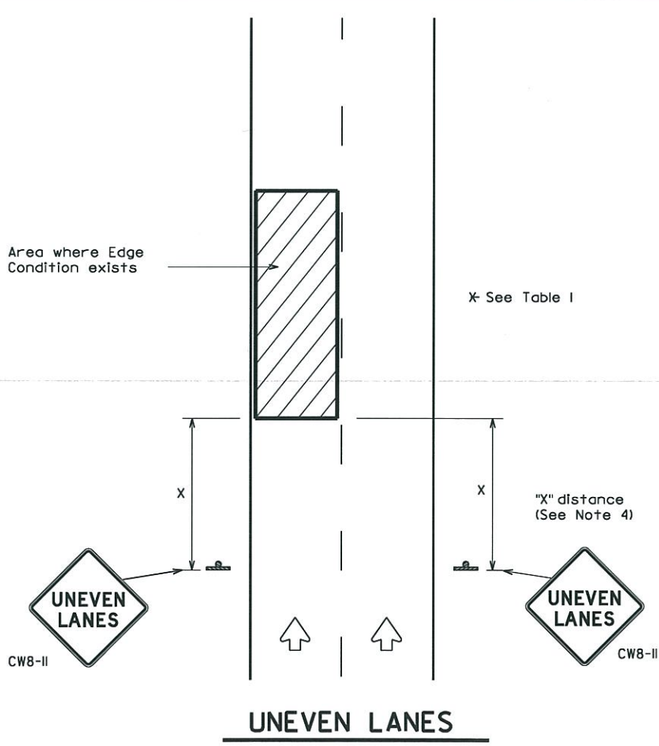
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

DEPARTMENTAL MATERIAL SPECIFICATIONS

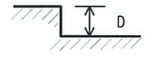
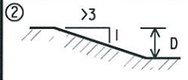
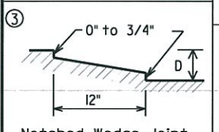
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
① 	Less than or equal to: 1¼" (maximum-planing) 1½" (typical-overlay)	Sign: CW8-11
	Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease.	
② 	Less than or equal to 3"	Sign: CW8-11
③  Notched Wedge Joint	Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".	

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE

Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"

Texas Department of Transportation — Traffic Operations Division Standard

SIGNING FOR UNEVEN LANES

WZ(UL)-13

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1-97 3-03		PHR	HIDALGO		68

112

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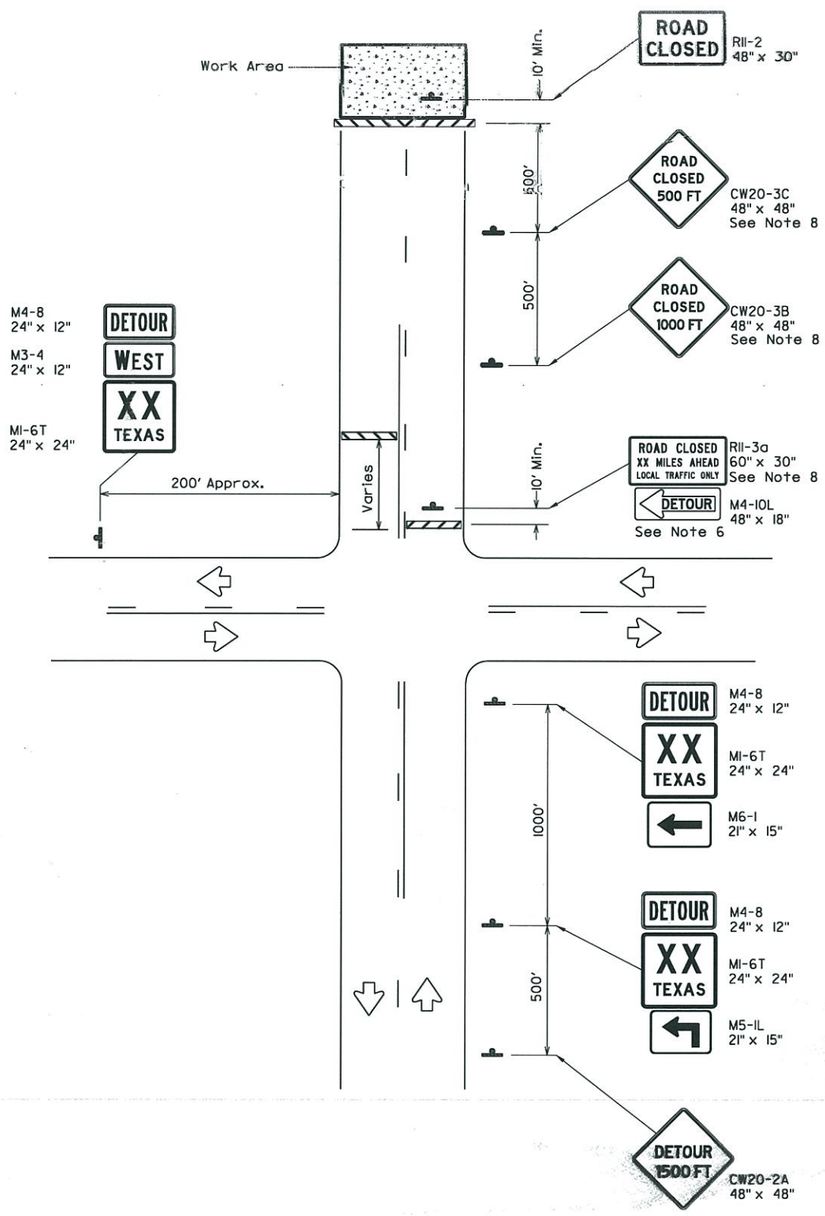
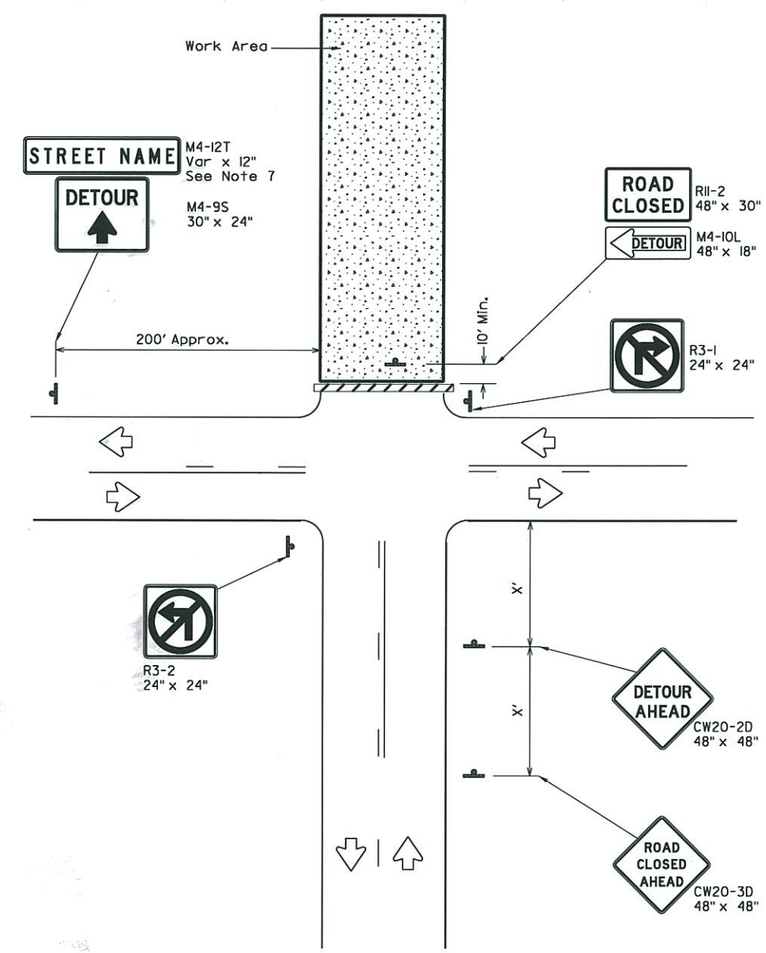


ROAD CLOSURE BEYOND THE INTERSECTION

Signing for a Numbered Route with an Off-Site Detour



ROAD CLOSURE AT THE INTERSECTION

Signing for an Un-numbered Route with an Off-Site Detour

LEGEND	
	Type 3 Barricade
	Sign

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

GENERAL NOTES

1. This sheet is intended to provide details for temporary work zone road closures. For permanent road closure details see the D&OM standards.
2. Barricades used shall meet the requirements shown on Barricade and Construction Standard BC(10) and listed on the Compliant Work Zone Traffic Control Devices list (CWZTCD).
3. Stockpiled materials shall not be placed on the traffic side of barricades.
4. Barricades at the road closure should extend from pavement edge to pavement edge.
5. Detour signing shown is intended to illustrate the type of signing that is appropriate for numbered routes or un-numbered routes as labeled. It does not indicate the full extent of detour signing required. Detour routes should be signed as shown elsewhere in the plans.
6. If the road is open for a significant distance beyond the intersection or there are significant origin/destination points beyond the intersection, the signs and barricades at this location should be located at the edge of the traveled way.
7. The Street Name (M4-12T) sign is to be placed above the DETOUR (M4-9S) sign.
8. For urban areas where there is a shorter distance between the intersection and the actual closure location, the ROAD CLOSED XX MILES AHEAD (RII-3a) sign may be replaced with a ROAD CLOSED TO THRU TRAFFIC (RII-4) sign. If adequate space does not exist between the intersection and the closure a single ROAD CLOSED AHEAD (CW20-3D) sign spaced as per the table above may replace the ROAD CLOSED 1000 FT (CW20-3B) and ROAD CLOSED 500 FT (CW20-3C) signs.
9. Signs and barricades shown shall be subsidiary to Item 502. Locations where these details will be required shall be as shown elsewhere in the plans.

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE ROAD CLOSURE DETAILS

WZ(RCD)-13

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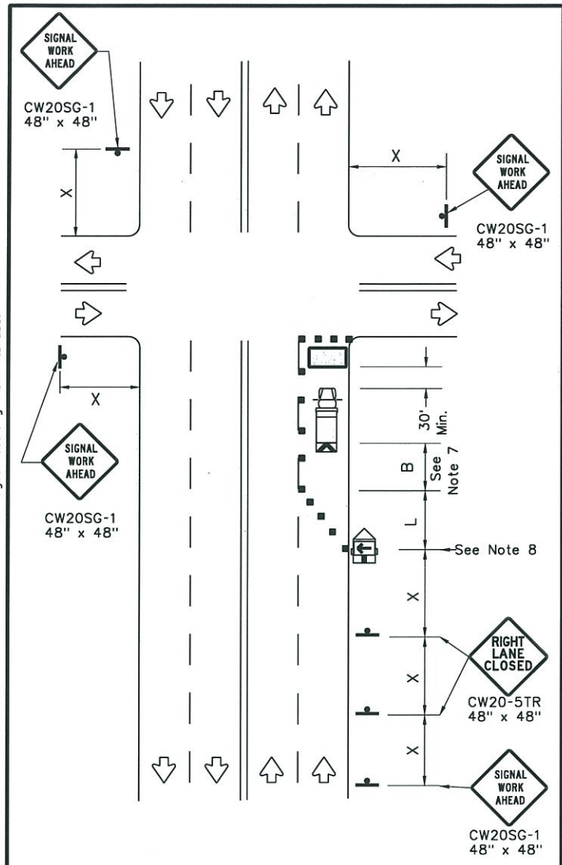
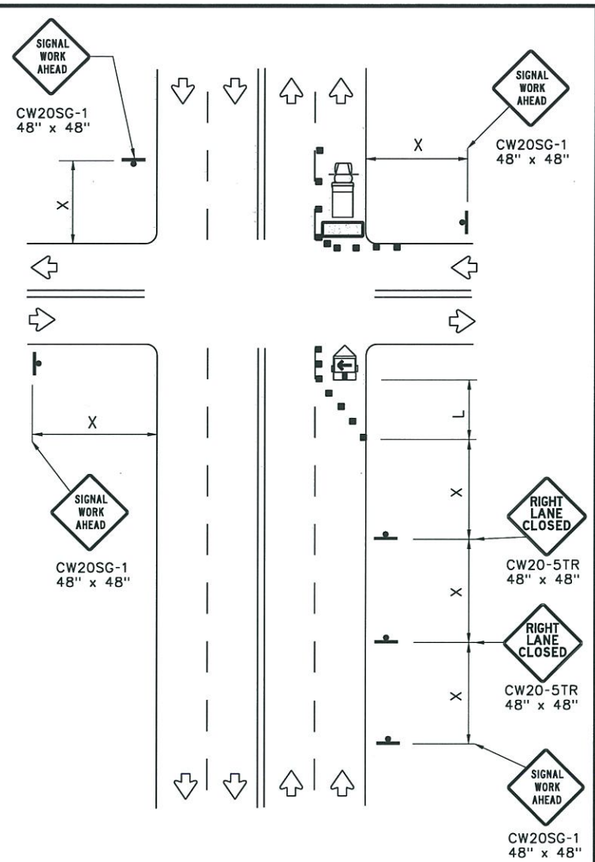


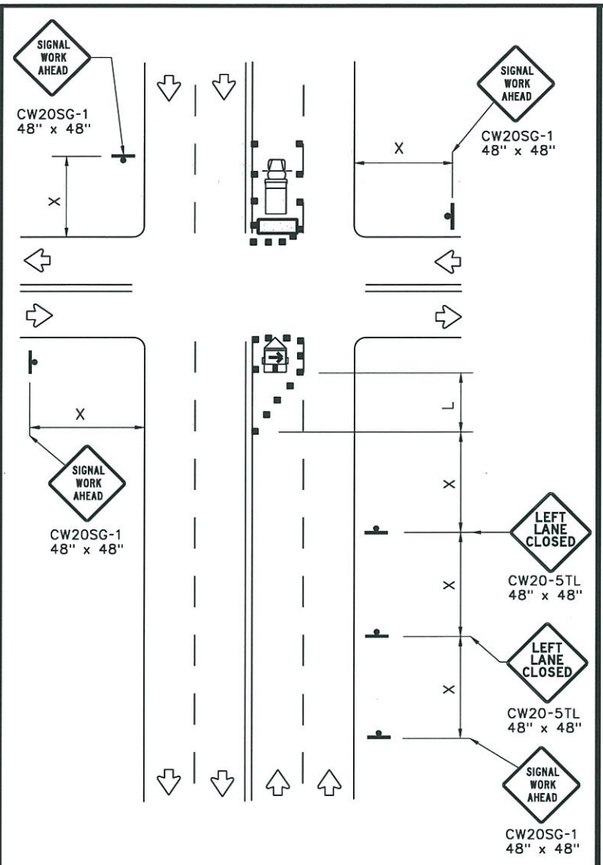
NEAR SIDE LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY



FAR SIDE RIGHT LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY



FAR SIDE LEFT LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY

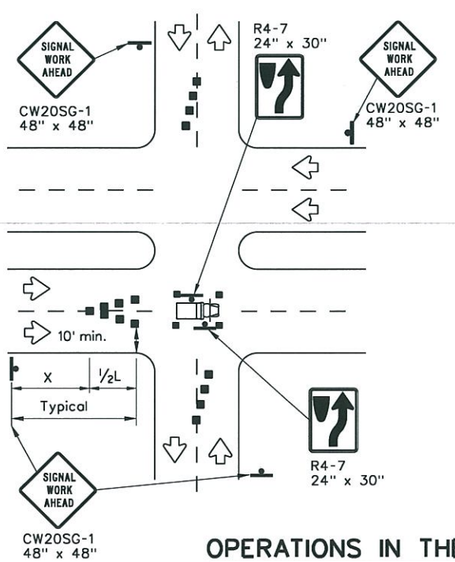
LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

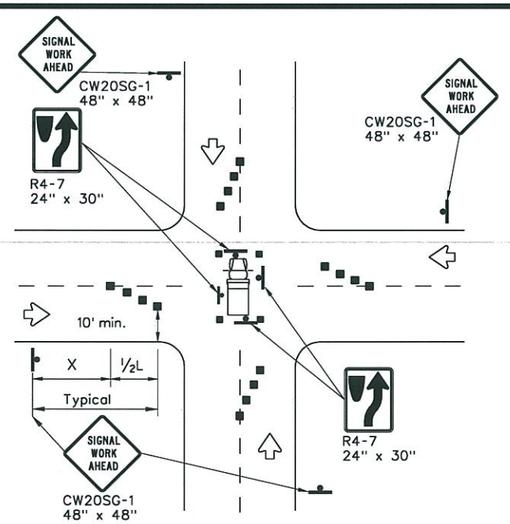
Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

WORKERS IN BUCKET TRUCKS SHALL NOT WORK ABOVE OPEN LANES OF TRAFFIC.





OPERATIONS IN THE INTERSECTION

SHORT DURATION

GENERAL NOTES

1. The minimum size channelizing device is the 28" cone. 42" Two-piece cones, drums, vertical panels or barricades will be required when the device must be left unattended at night.
2. Obstructions or hazards at the work area shall be clearly marked and delineated at all times.
3. Flaggers and Flagger Symbol (CW20-7) signs may be required according to field conditions.
4. Vehicles parked in roadway shall be equipped with at least two high intensity rotating, flashing, oscillating or strobe type lights.
5. High level warning devices (flag trees) may be used at corners of the vehicle.
6. When work operations are performed on existing signals, the signals may be placed in flashing red mode when approved by the engineer. If existing signals do not have power, All-Way Stop (R1-1 and R1-3P) signs may be implemented when approved by the engineer.
7. For Short-Term Stationary work the buffer space "B" from the above table should be used if field conditions permit. For Short Duration (less than 1 hour) any buffer space provided will enhance the safety of the setup.
8. The arrow board at this location may be omitted for Short Duration work if the work vehicle has an arrow board in operation. As an option, the arrow board may be placed at the end of the taper in the closed lane if space is not available at the beginning of the taper.
9. Signs and devices for the NEAR SIDE LANE CLOSURE may be altered for a left lane closure by using a LEFT LANE CLOSED (CW20-5TL) and adding channelizing devices on the centerline to protect the work space from opposing traffic.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC SIGNAL WORK TYPICAL DETAILS

WZ(BTS-1)-13

FILE: wzbts-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT April 1992	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
2-98 10-99 7-13	DIST	COUNTY		SHEET NO.
4-98 3-03	PHR	HIDALGO		70

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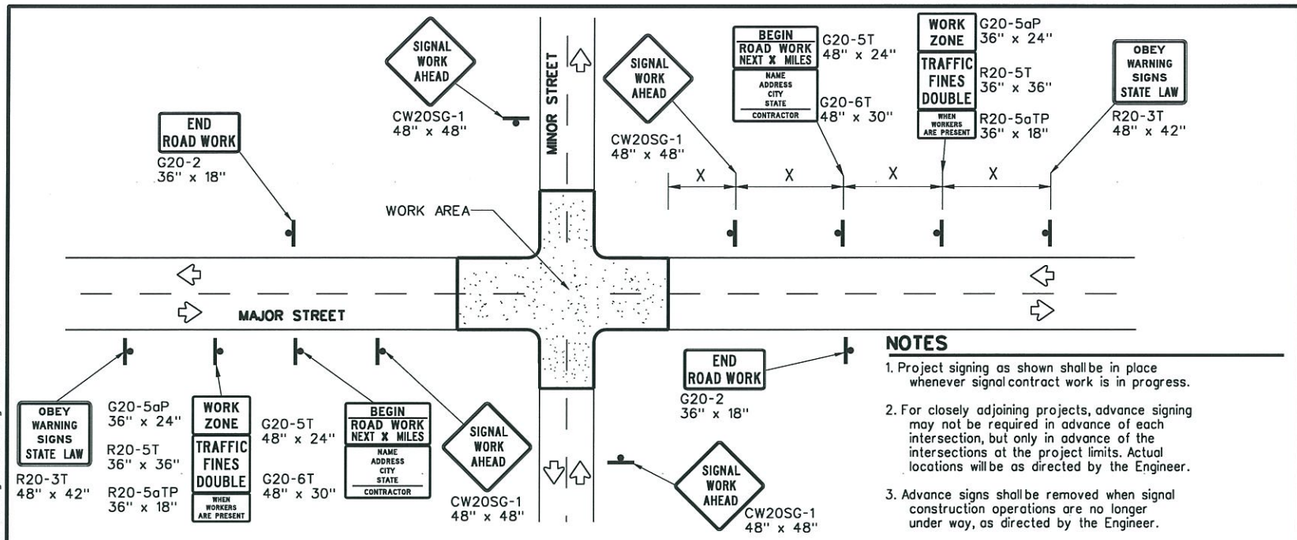


TYPICAL ADVANCE SIGNAL PROJECT SIGNING

FOR LONG TERM and INTERMEDIATE-TERM STATIONARY WORK OPERATIONS

NOTES

1. Project signing as shown shall be in place whenever signal contract work is in progress.
2. For closely adjoining projects, advance signing may not be required in advance of each intersection, but only in advance of the intersections at the project limits. Actual locations will be as directed by the Engineer.
3. Advance signs shall be removed when signal construction operations are no longer under way, as directed by the Engineer.
4. Warning sign spacing shown is typical for both directions.
5. See the Table on sheet 1 of 2 for Typical warning sign spacing.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Signs shall be installed and maintained in a straight and plumb condition.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. Nails shall NOT be used to attach signs to any support.
5. All signs shall be installed in accordance with the plans or as directed by the Engineer.
6. The Contractor shall furnish the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD).
7. The Contractor shall furnish sign supports and substrates listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD), installed as per the manufacturer's recommendations.
8. Temporary signs that have damaged or cracked substrates and/or damaged or marred reflective sheeting shall be replaced as directed by the Engineer.
9. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1".
10. Damaged wood posts shall be replaced. Splicing wood posts will not be allowed.

DURATION OF WORK

1. Work zone durations are defined in Part 6, Section 6G.02 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

SIGN MOUNTING HEIGHT

1. Sign height of Long-term/Intermediate-term warning signs shall be as shown on Figure 6F-1 of the TMUTCD.
2. Sign height of Short-term/Short Duration warning signs shall be as shown on Figure 6F-2 of the TMUTCD.
3. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered, unless otherwise approved by the Engineer.
2. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night without damaging the sign sheeting. Burlap, or heavy materials such as plywood or aluminum shall not be used to cover signs.
3. Duct tape or other adhesive material shall NOT be affixed to a sign face.
4. Signs and anchor stubs shall be removed and holes back filled upon completion of the work.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the requirements of the DMS and color usage table shown on this sheet.

SIGN SUPPORT WEIGHTS

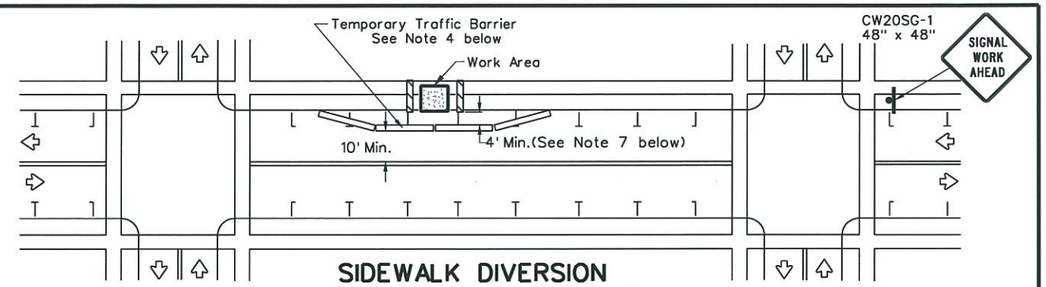
1. Weights used to keep signs from turning over should be sandbags filled with dry, cohesionless material.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects will not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber, such as tire inner tubes, shall not be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fastners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

LEGEND	
	Sign
	Channelizing Devices
	Type 3 Barricade

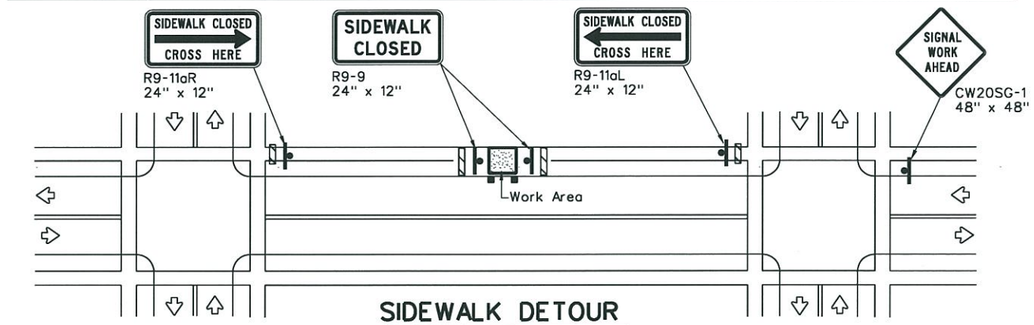
DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
FLEXIBLE ROLL-UP REFLECTIVE SIGNS	DMS-8310

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
WHITE	BACKGROUND	TYPE A SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

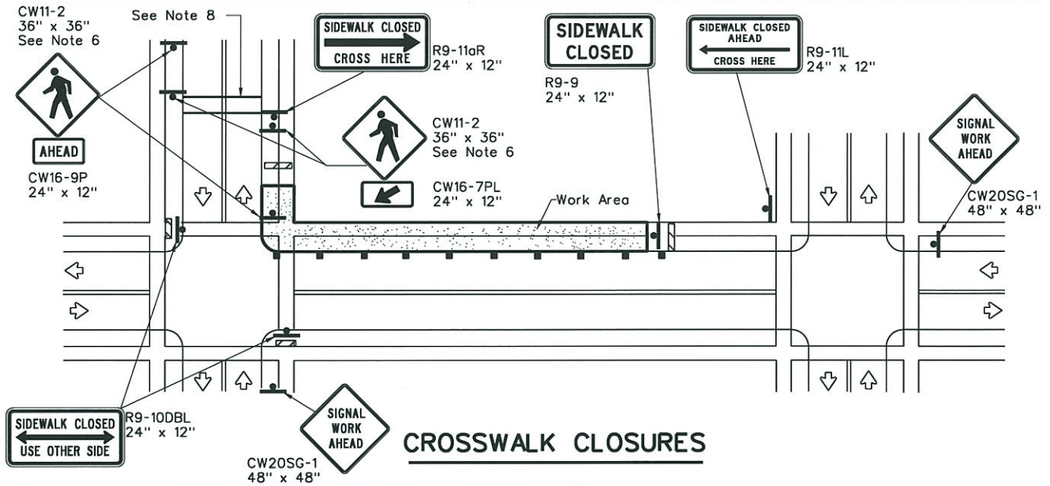
Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm



SIDEWALK DIVERSION



SIDEWALK DETOUR



CROSSWALK CLOSURES

PEDESTRIAN CONTROL

1. Holes, trenches or other hazards shall be adequately protected by covering, delineating or surrounding the hazard with orange plastic pedestrian fencing or longitudinal channelizing devices, or as directed by the Engineer.
2. "CROSSWALK CLOSURES" as detailed above will require the Engineer's approval prior to installation.
3. R9 series signs shown may be placed on supports detailed on the BC standards or CWZTCD list, or when fabricated from approved lightweight plastic substrates, they may be mounted on top of a plastic drum at or near the location shown.
4. For speeds less than 45 mph longitudinal channelizing devices may be used instead of traffic barriers when approved by the Engineer. Attenuation of blunt ends and installation of water filled devices shall be as per BC(9) and manufacturer's recommendations.
5. Location of devices are for general guidance. Actual device spacing and location must be field adjusted to meet actual conditions.
6. Where pedestrians with visual disabilities normally use the closed sidewalk Detectable Pedestrian Barricades should be used instead of the Type 3 Barricades shown.
7. The width of existing sidewalk should be maintained if practical.
8. Pavement markings for mid-block crosswalks shall be paid for under the appropriate bid items.
9. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC SIGNAL WORK BARRICADES AND SIGNS

WZ(BTS-2)-13

FILE: wzbts-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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2-98 10-99 7-13	DIST	COUNTY		SHEET NO.
4-98 3-03	PHR	HIDALGO		71

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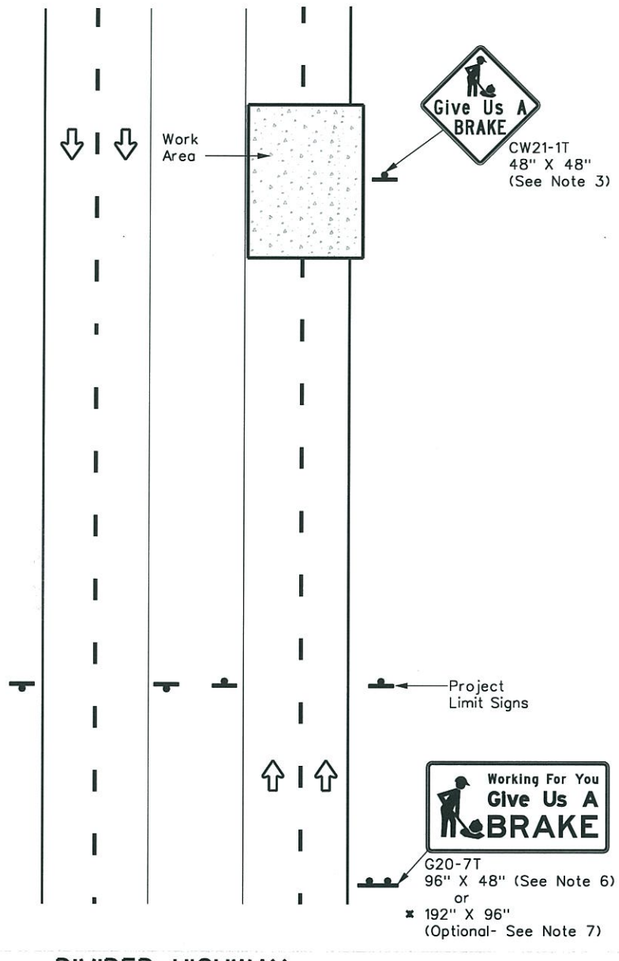
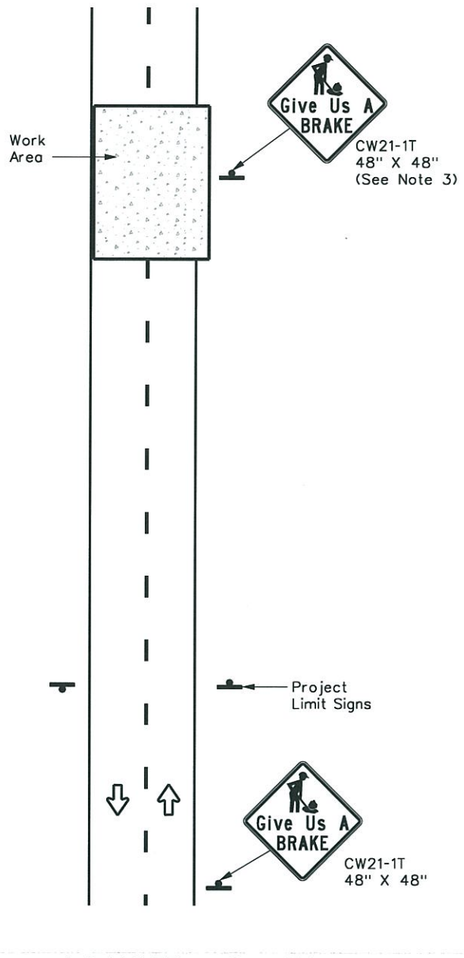


DIVIDED HIGHWAY



UNDIVIDED HIGHWAY

SIGNS ARE SHOWN FOR ONE DIRECTION OF TRAVEL

* When the optional larger WORKING FOR YOU GIVE US A BRAKE (G20-7T) 192" x 96" sign is required, the locations shall be noted elsewhere in the plans.

SUMMARY OF LARGE SIGNS

BACKGROUND COLOR	SIGN DESIGNATION	SIGN	SIGN DIMENSIONS	REFLECTIVE SHEETING	SQ FT	GALVANIZED STRUCTURAL STEEL			DRILLED SHAFT 24" DIA. (LF)
						Size	(LF) ①	(LF) ②	
Orange	G20-7T	Working For You Give Us A BRAKE	96" X 48"	Type B_{FL} or C_{FL}	32	▲	▲	▲	▲
Orange	G20-7T	Working For You Give Us A BRAKE	192" X 96"	Type B_{FL} or C_{FL}	128	W8x18	16	17	12

▲ See Note 6 Below

LEGEND	
	Sign
	Large Sign
	Traffic Flow

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PLYWOOD SIGN BLANKS	DMS-7100
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL}
BLACK	LEGEND & BORDERS	NON-REFLECTIVE ACRYLIC FILM

GENERAL NOTES

1. See BC and SMD sheets for additional sign support details.
2. Sign locations shall be approved by the Engineer.
3. For projects more than two miles in length, Give Us a BRAKE signs should be repeated halfway through the project. The Give Us a Brake (CW21-1T) may be used for this purpose.
4. Work zone speed limits are sometimes used in conjunction with GIVE US A BRAKE signing. See BC(3) for location and spacing of construction speed zone signing when required.
5. Give Us a Brake (CW21-1T) signs and supports shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling."
6. The 96" X 48" Working For You Give Us A BRAKE (G20-7T) may use a 1/2" or 5/8" plywood substrate or 0.125" aluminum sheeting substrate and may be supported by two 4" x 6" wood posts with drilled holes for breakaway as per BC(5) and will be subsidiary to Item 502.
7. The Working For You Give Us A BRAKE (G20-7T) 192" X 96" sign shall be paid for under the following specification items:
   Item 636 - Aluminum Signs
   Item 647 - Large Roadside Sign Supports and Assemblies.
   Item 416 - Drilled Shaft Foundations
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE "GIVE US A BRAKE" SIGNS

WZ(BRK)-13

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6-96 5-98 7-13	DIST	COUNTY		SHEET NO.
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116

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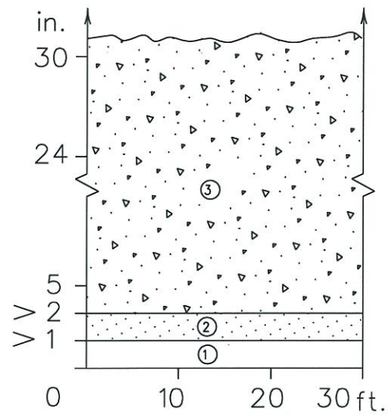
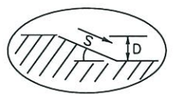
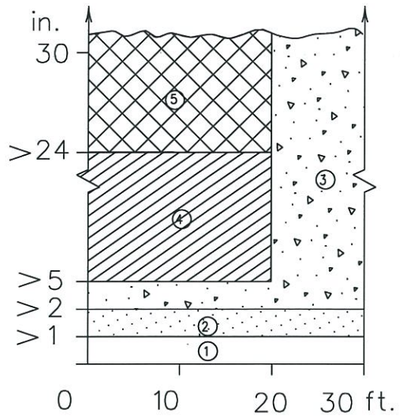
DEFINITION OF TREATMENT ZONES FOR VARIOUS EDGE CONDITIONS

Edge Height (D) in Inches versus Lateral Clearance (Y) in Feet

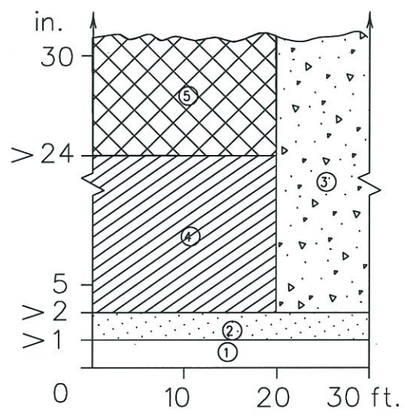


Edge Condition I
S = (3:1) (or flatter)

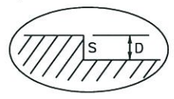


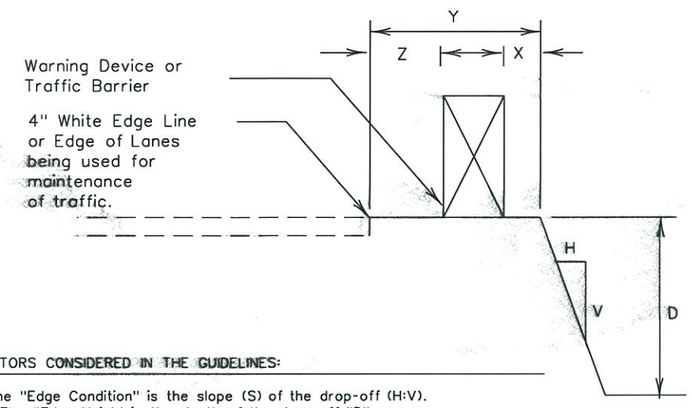


Edge Condition II
S = ((2.99):1) to (1:1)



Edge Condition III
S is steeper than (1:1)





FACTORS CONSIDERED IN THE GUIDELINES:

1. The "Edge Condition" is the slope (S) of the drop-off (H:V). The "Edge Height is the depth of the drop-off "D".

2. Distance "X" is to be the maximum practical under job conditions. Two feet minimum for high speed conditions. Distance "Y" is the lateral clearance from edge of travel lane to edge of dropoff. Distance "Z" does not have a minimum.

3. In addition to the factors considered in the guidelines, each construction zone drop-off situation should be analyzed individually, taking into account other variables, such as: traffic mix, posted speed in the construction zone, horizontal curvature, and the practicality of the treatment options.

4. The conditions for indicating the use of positive or protective barriers are given by Zone-5 and Figure-1. Traffic barriers are primarily applicable for high speed conditions. Urban areas with speeds of 30 mph or less may have a lesser need for signing, delineation, and barriers. Right-angled edges, however, with "D" greater than 2 inches and located within a lateral offset of 6 feet, may indicate a higher level of treatment.

5. If the distance "Y" must be less than 3 feet, the use of a positive barrier may not be feasible. In such a case, consider either: 1) narrowing the lanes to a desired 11 to 12 feet or 10 foot minimum (see CW20-8 sign), or 2) provide an edge slope such as Edge Condition I.

Zone	Treatment Types Guidelines:
①	No treatment.
②	CW 8-11 "Uneven Lanes" signs.
③	CW 8-9a "Shoulder Drop-Off" or CW 8-11 signs plus vertical panels.
④	CW 8-9a or CW 8-11, signs plus drums. Where restricted space precludes the use of drums, use vertical panels. An edge fill may be provided to change the edge slope to that of the preferable Edge Condition I.
⑤	Check indications (Figure-1) for positive barrier. Where positive barrier is not indicated, the treatment shown above for Zone- 4 may be used after consideration of other applicable factors.

Edge Condition Notes:

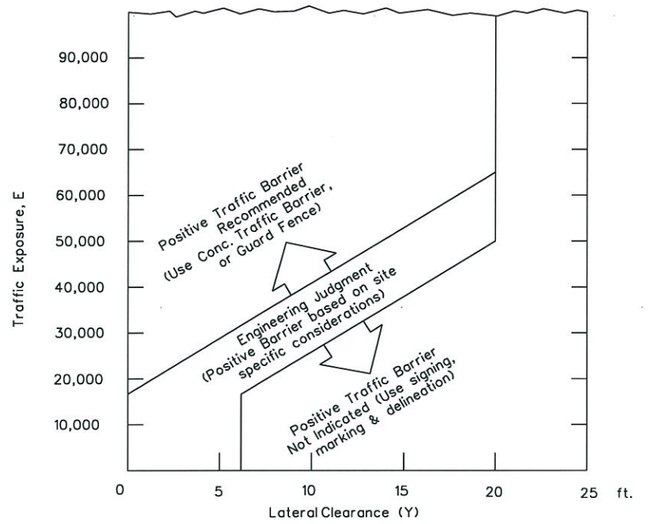
1. Edge Condition I: Most vehicles are able to traverse an edge condition with a slope rate of (3 to 1) or flatter. The slope must be constructed with a compacted material capable of supporting vehicles.

2. Edge Condition II: Most vehicles are able to traverse an edge condition with a slope between (2.99 to 1) and (1to 1) so long as "D" does not exceed 5 inches. Under-carriage drag on most automobiles will occur when "D" exceeds 6 inches. As "D" exeeds 24 inches, the possibility for rollover is greater in most vehicles.

3. Edge Condition III: When slopes are greater than (1 to 1) and where "D" is greater than 2 inches, a more difficult control factor may exist for some vehicles, if not properly treated. For example, where "D" is greater than 2 inches and up to 24 inches different types of vehicles may experience different steering control at different edge heights. Automobiles might experience more steering control differential when "D" is greater than 2 inches and up to 5 inches. Trucks, particularly those with high loads, have more steering control differential when "D" is greater than 5 inches and up to 24 inches. When "D" exceeds 24 inches, the possibility of rollover is greater for most vehicles.

4. Milling or overlay operations that result in Edge Condition III should not be in place without appropriate warning treatments, and these conditions should not be left in place for extended periods of time.

FIGURE-1: CONDITIONS INDICATING USE OF POSITIVE BARRIER FOR ZONE 5 (▨)



1 E = ADT x T
Where ADT is that portion of the average daily traffic volume traveling within 20 feet (generally two adjacent lanes) of the edge dropoff condition; and, T is the duration time in years of the dropoff condition.

2 Figure-1 provides a practical approach to the use of positive barriers for the protection of vehicles from pavement drop-offs. Other factors, such as the presence of heavy machinery, construction workers, or the mix and volume of traffic may make the use of positive barriers appropriate, even when the edge condition alone may not justify the use of a barrier.

3 An approved end treatment should be provided for any positive barrier end located within a lateral offset of 20 feet from the edge of the travel lane.

These guidelines apply to temporary traffic control areas or work zones where continuous pavement edges or drop-offs exists parallel and adjacent to a lane used by traffic. The edge conditions may be present between shoulders and travel lanes, between adjacent or opposing travel lanes, or at intermediate points across the width of the paved surface. Due to the variability in construction operations, tolerances in the variables may be allowed by the engineer. These guidelines do not apply to short term operations. These guidelines do not constitute a rigid standard or policy; rather, they are guidance to be used in conjunction with engineering judgement. These guidelines may be updated on the Design Division's on-line manuals.

Engineer's Seal

Date _____

Texas Department of Transportation
Traffic Operations Division

TREATMENT FOR VARIOUS EDGE CONDITIONS

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
03-01
08-01 correct typos

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		73

MILE 2 NORTH CENTERLINE (WEST LA HOMA RD.)(CHN01_ROW)

Beginning chain CHN01_ROW description

Point CHN01	N	16,616,347.039	E	1,029,855.699	Sta 5+30.71
Course from CHN01 to CHN02 N 83° 28' 14.08" E Dist 47.595					
Point CHN02	N	16,616,352.451	E	1,029,902.985	Sta 5+78.30
Course from CHN02 to CHN03 S 83° 47' 28.30" E Dist 100.095					
Point CHN03	N	16,616,341.625	E	1,030,002.493	Sta 6+78.40
Course from CHN03 to CHN04 S 81° 06' 21.99" E Dist 321.600					
Point CHN04	N	16,616,291.904	E	1,030,320.227	Sta 10+00.00

Ending chain CHN01_ROW description

MILE 2 NORTH CENTERLINE (EAST LA HOMA RD.)(CHN03)

Beginning chain CHN03 description

Point 300	N	16,615,962.831	E	1,030,268.731	Sta 10+00.00

Course from 300 to PC CHN03-1 S 81° 06' 21.99" E Dist 66.456

Curve Data

Curve CHN03-1					
P.I. Station	12+42.08	N	16,615,925.404	E	1,030,507.899
Delta =	29° 10' 04.27" (LT)				
Degree =	8° 29' 17.75"				
Tangent =	175.622				
Length =	343.626				
Radius =	675.000				
External =	22.473				
Long Chord =	339.927				
Mid. Ord. =	21.749				
P.C. Station	10+66.46	N	16,615,952.556	E	1,030,334.388
P.T. Station	14+10.08	N	16,615,986.259	E	1,030,672.640
C.C.		N	16,616,619.440	E	1,030,438.746
Back = S	81° 06' 21.99" E				
Ahead = N	69° 43' 33.74" E				
Chord Bear = N	84° 18' 35.88" E				

Course from PT CHN03-1 to PC CHN03-2 N 69° 43' 33.74" E Dist 1,009.503

Curve Data

Curve CHN03-2					
P.I. Station	26+80.00	N	16,616,426.297	E	1,031,863.881
Delta =	29° 11' 34.10" (RT)				
Degree =	5° 43' 46.48"				
Tangent =	260.413				
Length =	509.511				
Radius =	1,000.000				
External =	33.351				
Long Chord =	504.017				
Mid. Ord. =	32.275				
P.C. Station	24+19.58	N	16,616,336.061	E	1,031,619.601
P.T. Station	29+29.10	N	16,615,398.015	E	1,031,966.111
C.C.					
Back = N	69° 43' 33.74" E				
Ahead = S	81° 04' 52.16" E				
Chord Bear = N	84° 19' 20.79" E				

Course from PT CHN03-2 to PC CHN03-3 S 81° 04' 52.16" E Dist 1,838.506

Curve Data

Curve CHN03-3					
P.I. Station	48+27.11	N	16,616,091.665	E	1,033,996.210
Delta =	6° 48' 39.51" (LT)				
Degree =	5° 43' 46.48"				
Tangent =	59.507				
Length =	118.874				
Radius =	1,000.000				
External =	1.769				
Long Chord =	118.804				
Mid. Ord. =	1.766				
P.C. Station	47+67.60	N	16,616,100.890	E	1,033,937.423
P.T. Station	48+86.48	N	16,616,089.476	E	1,034,055.677
C.C.		N	16,617,088.799	E	1,034,092.458
Back = S	81° 04' 52.16" E				
Ahead = S	87° 53' 31.67" E				
Chord Bear = S	84° 29' 11.92" E				

Curve Data

Curve CHN03-4					
P.I. Station	49+45.17	N	16,616,087.317	E	1,034,114.335
Delta =	6° 43' 06.83" (RT)				
Degree =	5° 43' 46.48"				
Tangent =	58.698				
Length =	117.261				
Radius =	1,000.000				
External =	1.721				
Long Chord =	117.194				
Mid. Ord. =	1.718				
P.C. Station	48+86.48	N	16,616,089.476	E	1,034,055.677
P.T. Station	50+03.74	N	16,616,078.310	E	1,034,172.338
C.C.		N	16,615,090.153	E	1,034,018.896
Back = S	87° 53' 31.67" E				
Ahead = S	81° 10' 24.84" E				
Chord Bear = S	84° 31' 58.26" E				

Course from PT CHN03-4 to 301 S 81° 10' 24.84" E Dist 980.188

Point 301	N	16,615,927.909	E	1,035,140.918	Sta 59+83.92

Course from 301 to PC CHN03-5 S 81° 27' 23.38" E Dist 533.667

Curve Data

Curve CHN03-5					
P.I. Station	65+53.44	N	16,615,843.301	E	1,035,704.115
Delta =	4° 06' 22.69" (RT)				
Degree =	5° 43' 46.48"				
Tangent =	35.850				
Length =	71.668				
Radius =	1,000.000				
External =	0.642				
Long Chord =	71.653				
Mid. Ord. =	0.642				
P.C. Station	65+17.59	N	16,615,848.627	E	1,035,668.663
P.T. Station	65+89.26	N	16,615,835.450	E	1,035,739.095
C.C.		N	16,614,859.723	E	1,035,520.103
Back = S	81° 27' 23.38" E				
Ahead = S	77° 21' 00.70" E				
Chord Bear = S	79° 24' 12.04" E				

MILE 2 NORTH CENTERLINE (EAST LA HOMA RD.)(CHN03)(CONT.)

Curve Data

Curve CHN03-6					
P.I. Station	66+25.11	N	16,615,827.599	E	1,035,774.074
Delta =	4° 06' 22.69" (LT)				
Degree =	5° 43' 46.48"				
Tangent =	35.850				
Length =	71.668				
Radius =	1,000.000				
External =	0.642				
Long Chord =	71.653				
Mid. Ord. =	0.642				
P.C. Station	65+89.26	N	16,615,835.450	E	1,035,739.095
P.T. Station	66+60.93	N	16,615,822.274	E	1,035,809.526
C.C.		N	16,616,811.177	E	1,035,958.086
Back = S	77° 21' 00.70" E				
Ahead = S	81° 27' 23.38" E				
Chord Bear = S	79° 24' 12.04" E				

Course from PT CHN03-6 to 302 S 81° 27' 23.38" E Dist 1,967.480

Point 302	N	16,615,529.984	E	1,037,755.174	Sta 86+28.41

Course from 302 to PC CHN03-7 S 81° 27' 23.44" E Dist 1,678.779

Curve Data

Curve CHN03-7					
P.I. Station	103+68.54	N	16,615,271.470	E	1,039,475.995
Delta =	7° 01' 17.99" (RT)				
Degree =	5° 43' 46.48"				
Tangent =	61.352				
Length =	122.551				
Radius =	1,000.000				
External =	1.880				
Long Chord =	122.474				
Mid. Ord. =	1.877				
P.C. Station	103+07.19	N	16,615,280.585	E	1,039,415.324
P.T. Station	104+29.74	N	16,615,255.007	E	1,039,535.098
C.C.		N	16,614,291.681	E	1,039,266.764
Back = S	81° 27' 23.44" E				
Ahead = S	74° 26' 05.45" E				
Chord Bear = S	77° 56' 44.45" E				

Curve Data

Curve CHN03-8					
P.I. Station	104+91.09	N	16,615,238.544	E	1,039,594.200
Delta =	7° 01' 17.99" (LT)				
Degree =	5° 43' 46.48"				
Tangent =	61.352				
Length =	122.551				
Radius =	1,000.000				
External =	1.880				
Long Chord =	122.474				
Mid. Ord. =	1.877				
P.C. Station	104+29.74	N	16,615,255.007	E	1,039,535.098
P.T. Station	105+52.29	N	16,615,229.430	E	1,039,654.872
C.C.		N	16,616,218.333	E	1,039,803.432
Back = S	74° 26' 05.45" E				
Ahead = S	81° 27' 23.44" E				
Chord Bear = S	77° 56' 44.45" E				

Course from PT CHN03-8 to 303 S 81° 27' 23.44" E Dist 716.052

Point 303	N	16,615,123.053	E	1,040,362.978	Sta 112+68.34

Course from 303 to PC CHN03-9 S 81° 27' 23.34" E Dist 654.000

Curve Data

Curve CHN03-9					
P.I. Station	119+83.70	N	16,615,016.780	E	1,041,070.393
Delta =	7° 01' 17.99" (LT)				
Degree =	5° 43' 46.48"				
Tangent =	61.352				
Length =	122.551				
Radius =	1,000.000				
External =	1.880				
Long Chord =	122.474				
Mid. Ord. =	1.877				
P.C. Station	119+22.34	N	16,615,025.894	E	1,041,009.721
P.T. Station	120+44.89	N	16,615,015.150	E	1,041,131.723
C.C.		N	16,616,014.798	E	1,041,158.282
Back = S	81° 27' 23.34" E				
Ahead = S	88° 28' 41.33" E				
Chord Bear = S	84° 58' 02.33" E				

Curve Data

Curve CHN03-10					
P.I. Station	121+06.25	N	16,615,013.521	E	1,041,193.054
Delta =	7° 01' 17.99" (RT)				
Degree =	5° 43' 46.48"				
Tangent =	61.352				
Length =	122.551				
Radius =	1,000.000				
External =	1.880				
Long Chord =	122.474				
Mid. Ord. =	1.877				
P.C. Station	120+44.89	N	16,615,015.150	E	1,041,131.723
P.T. Station	121+67.45	N	16,615,004.406	E	1,041,253.726
C.C.		N	16,614,015.503	E	1,041,105.165
Back = S	88° 28' 41.33" E				
Ahead = S	81° 27' 23.34" E				
Chord Bear = S	84° 58' 02.33" E				

Course from PT CHN03-10 to PC CHN03-11 S 81° 27' 23.34" E Dist 1,271.334

Curve Data

Curve CHN03-11					
P.I. Station	134+66.19	N	16,614,811.464	E	1,042,538.057
Delta =	3° 08' 23.98" (LT)				
Degree =	5° 43' 46.48"				
Tangent =	27.408				
Length =	54.803				
Radius =	1,000.000				
External =	0.376				
Long Chord =	54.796				
Mid. Ord. =	0.375				
P.C. Station	134+38.78	N	16,614,815.536	E	1,042,510.952
P.T. Station	134+93.58	N	16,614,808.883	E	1,042,565.343
C.C.		N	16,615,804.440	E	1,042,659.513
Back = S	81° 27' 23.34" E				
Ahead = S	84° 35' 47.31" E				
Chord Bear = S	83° 01' 35.32" E				

MILE 2 NORTH CENTERLINE (EAST LA HOMA RD.)(CHN03)(CONT.)

Curve Data

Curve CHN03-12					
P.I. Station	135+20.99	N	16,614,806.302	E	1,042,592.630
Delta =	3° 08' 23.98" (RT)				
Degree =	5° 43' 46.48"				
Tangent =	27.408				
Length =	54.803				
Radius =	1,000.000				
External =	0.376				
Long Chord =	54.796				
Mid. Ord. =	0.375				
P.C. Station	134+93.58	N	16,614,808.883	E	1,042,565.343
P.T. Station	135+48.39	N	16,614,802.231	E	1,042,619.734
C.C.		N	16,613,813.327	E	1,042,471.174
Back = S	84° 35' 47.31" E				
Ahead = S	81° 27' 23.34" E				
Chord Bear = S	83° 01' 35.32" E				

Course from PT CHN03-12 to 304 S 81° 27' 23.34" E Dist 360.625

Point 304	N	16,614,748.656	E	1,042,976.358	Sta 139+09.01

Ending chain CHN03 description

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Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH ROADWAY DATA

SCALE:
HOR. = N.T.S.
VER. =

SHEET 1 OF 1

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				74
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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STA. 5+78.27
BEGIN INCIDENTAL CONSTR.
(MATCH. EXIST. PAVEMENT)
CSJ:0921-02-323

STA. 5+78.30, 9' LT
BEGIN TRANSITION
(MATCH EXIST. RDWY.)

SEE IRRIGATION LAYOUT

STA. 6+78.40, 20' LT
END TRANSITION

STA. 9+87.40
END INCIDENTAL CONSTR.
(MATCH. EXIST. PAVEMENT)
CSJ:0921-02-323

EXIST. 103' R.O.W.

PROP. 50' CORNER CLIP

PROP. R.O.W.

PROP. 50' R

POT 10+00.00

POT 5+30.71

POT 5+78.30

POT 6+78.40

PROP. MILE 2 NORTH ℄

S 81° 06' 21.99" E

S 83° 47' 28.30" E

N 83° 28' 14.08" E

6+00 7+00 8+00 9+00 10+00

20' PROP. 40' RDWY.

30' PROP. 60' R.O.W.

2.5%

EXIST. 40' R.O.W.

STA. 6+78.40, 20' RT
END TRANSITION

STA. 5+78.30, 12' RT
BEGIN TRANSITION
(MATCH EXIST. RDWY.)

EXIST. R.O.W.

EXIST. 50' R.O.W.

EXIST. ROADWAY TO BE OBLITERATED

PROP. R.O.W.

PROP. 50' CORNER CLIP

PROP. 50' R

EXIST. R.O.W.

EXIST. 20' HCID #6 R.O.W.

LA HOMA RD

EXIST. R.O.W.

NOTE: ALL TREES WITHIN R.O.W. ARE TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W."

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
106	OBLITERATING ABANDONED ROAD	STA	2.4

LEGEND:

- PROPOSED DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURN TABLE FOR QUANTITIES & PIPE QUANTITIES)
- PROPOSED SIDEWALK
- ROADWAY TO BE OBLITERATED
- PROPOSED CURB RAMP. INCLUDES ALL SIDEWALKS, CONCRETE & APPURTENANCES NECESSARY FOR THE COMPLETION OF THE CURB RAMP
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES (SEE DRIVEWAY TABLE FOR PAYMENT)
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- OBJ. MRKR. (OM-2SR) (B)
- DELINEATORS TY (A) D-SW FLEX 6') PLACED EVERY 100' ALONG MBGF
- PROPOSED DELINEATOR ASM TY "B" D-SW
- CARE IS TO BE TAKEN WHEN PLACING PIPE AND TRAFFIC SIGNAL/PEDESTRIAN POLES

NOTE:

XXXX SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.

PROP. PGL & EXIST. NG

STA. 5+78.27
BEGIN INCIDENTAL CONSTRUCTION
EL= 154.41'
(MATCH. EXIST. PAVEMENT)
CSJ:0921-02-323

STA = 7+16.00
EL = 155.95'

EXIST. MILE 2 NORTH ℄ PROFILE

(+)0.7015 %

STA = 8+50.00
EL = 156.89'

PROP. PGL

(+)0.0143 %

STA = 9+20.00
EL = 156.90'

(-)0.5426 %

STA. 9+87.40
END INCIDENTAL CONSTR.
EL= 156.68'
(MATCH. EXIST. PAVEMENT)
CSJ:0921-02-323

	6+00	7+00	8+00	9+00	10+00
PROP. PGL	154.65	155.77	156.54	156.90	156.74
EXIST. NG	154.48	154.74	155.43	156.07	

EXIST. NG. LT. & RT. R.O.W.

EXIST. NG @ LT. R.O.W.

EXIST. NG @ RT. R.O.W.

	6+00	7+00	8+00	9+00	10+00
EXIST. NG @ LT. R.O.W.	152.97	154.72	155.56	155.83	156.40
EXIST. NG @ RT. R.O.W.	153.78	155.51	155.96	156.22	157.05

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5/2/2014

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Constr. Material Testing

MILE 2 NORTH
PLAN & PROFILE
STA. 5+78.27 TO STA. 9+87.40

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 1 OF 7

DN: L.S.	CK DN: A.J.S.	DW: L.S.	CK DW: A.J.S.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				75
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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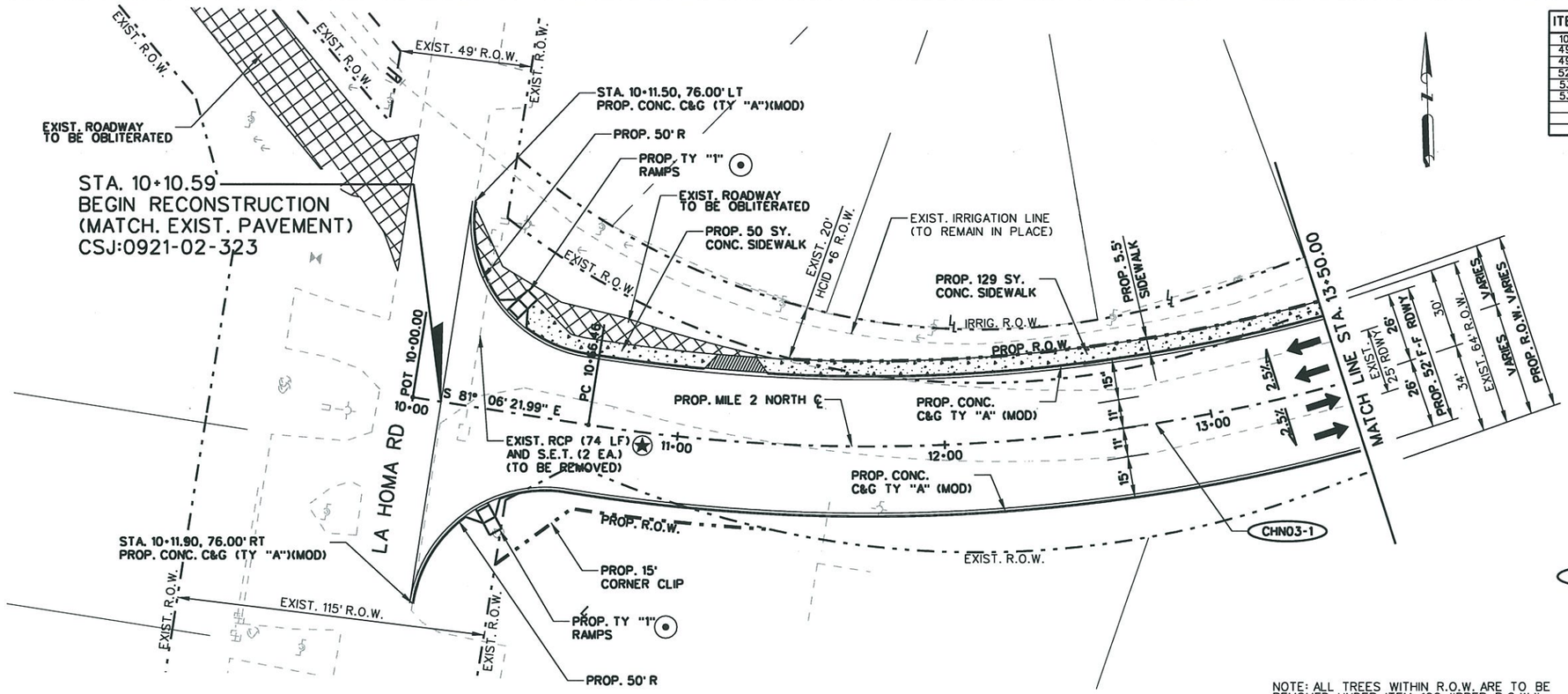
5/2/2014



NOTE: ALL TREES WITHIN R.O.W. ARE TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W."

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
106	OBLITERATING ABANDONED ROAD	STA	2.36
496	REMOVE OLD STRUCTURE (PIPE)	LF	74
496	REMOVE OLD STRUCTURE (S.E.T.)	EA	2
529	CONC. CURB & GUTTER (TY "A")(MOD)	LF	734
531	CONC. SIDEWALK	SY	179
531	CURB RAMPS (TY "1")	EA	2

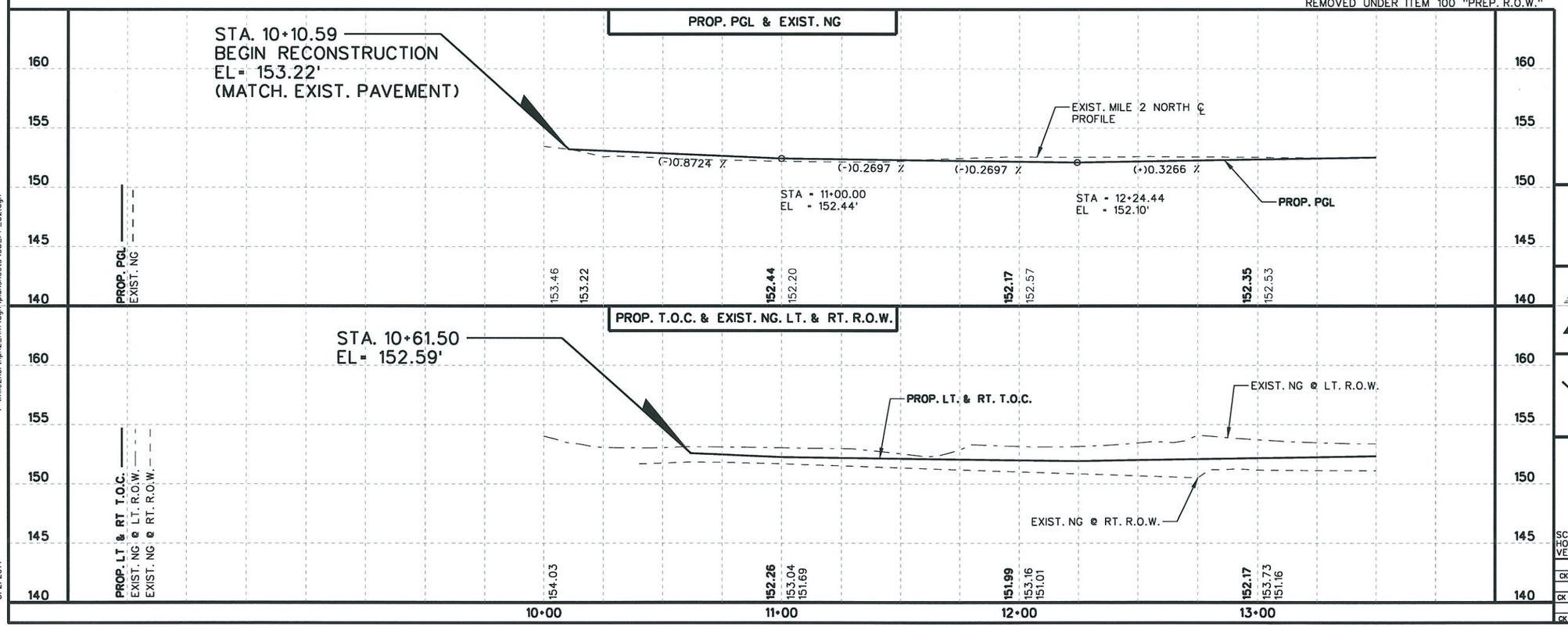
LEGEND:

- PROPOSED DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURN TABLE FOR QUANTITIES & PIPE QUANTITIES)
- PROPOSED SIDEWALK
- ROADWAY TO BE OBLITERATED
- PROPOSED CURB RAMP. INCLUDES ALL SIDEWALKS, CONCRETE & APPURTENANCES NECESSARY FOR THE COMPLETION OF THE CURB RAMP
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES (SEE DRIVEWAY TABLE FOR PAYMENT)
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- OBJ. MRKR. (OM-2SR) (B)
- DELINEATORS TY (A) D-SW FLEX 6') PLACED EVERY 100' ALONG MBGF
- PROPOSED DELINEATOR ASM TY "B" D-SW
- CARE IS TO BE TAKEN WHEN PLACING PIPE AND TRAFFIC SIGNAL/PEDESTRIAN POLES

NOTE:

XXXX — SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.



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Constr. Material Testing

MILE 2 NORTH
PLAN & PROFILE
STA. 10+10.59 TO STA. 13+50

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 2 OF 7

DN: L.S.	CK DN: A.J.S.	DW: L.S.	CK DW: A.J.S.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				76
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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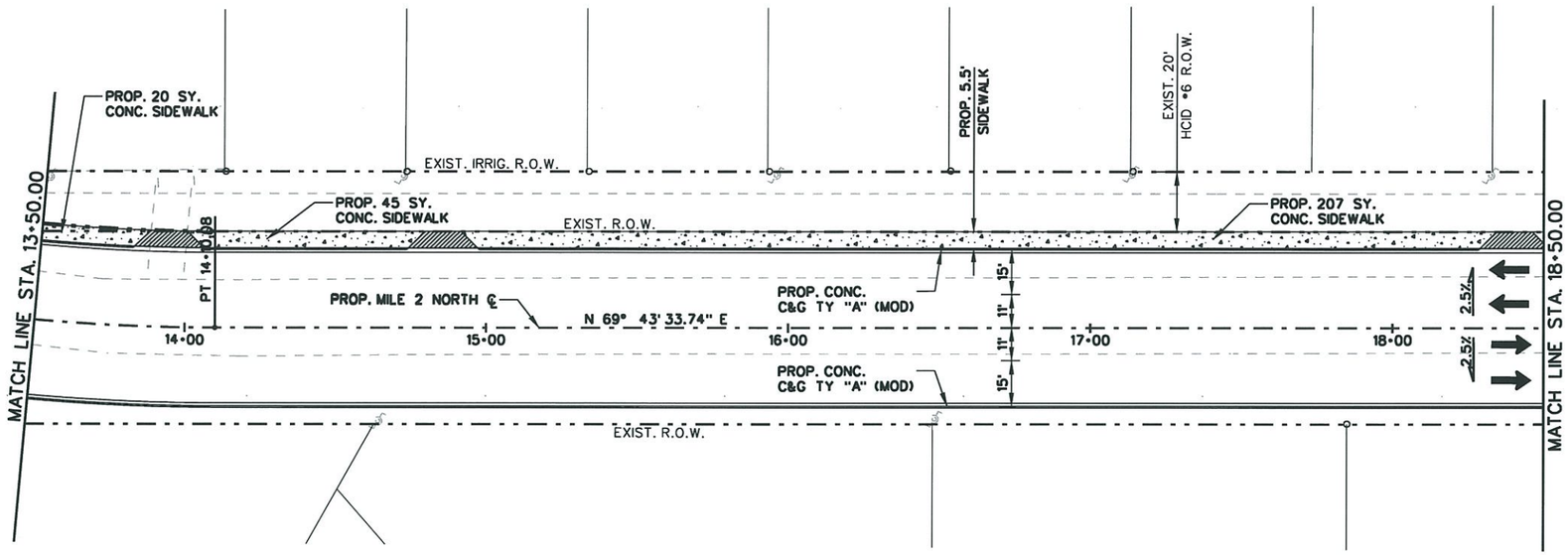
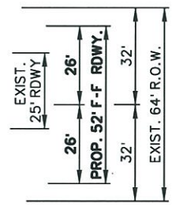
5/2/2014





SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
529	CONC. CURB & GUTTER (TY "A")(MOD)	LF	1000
531	CONC. SIDEWALK	SY	272

LEGEND:

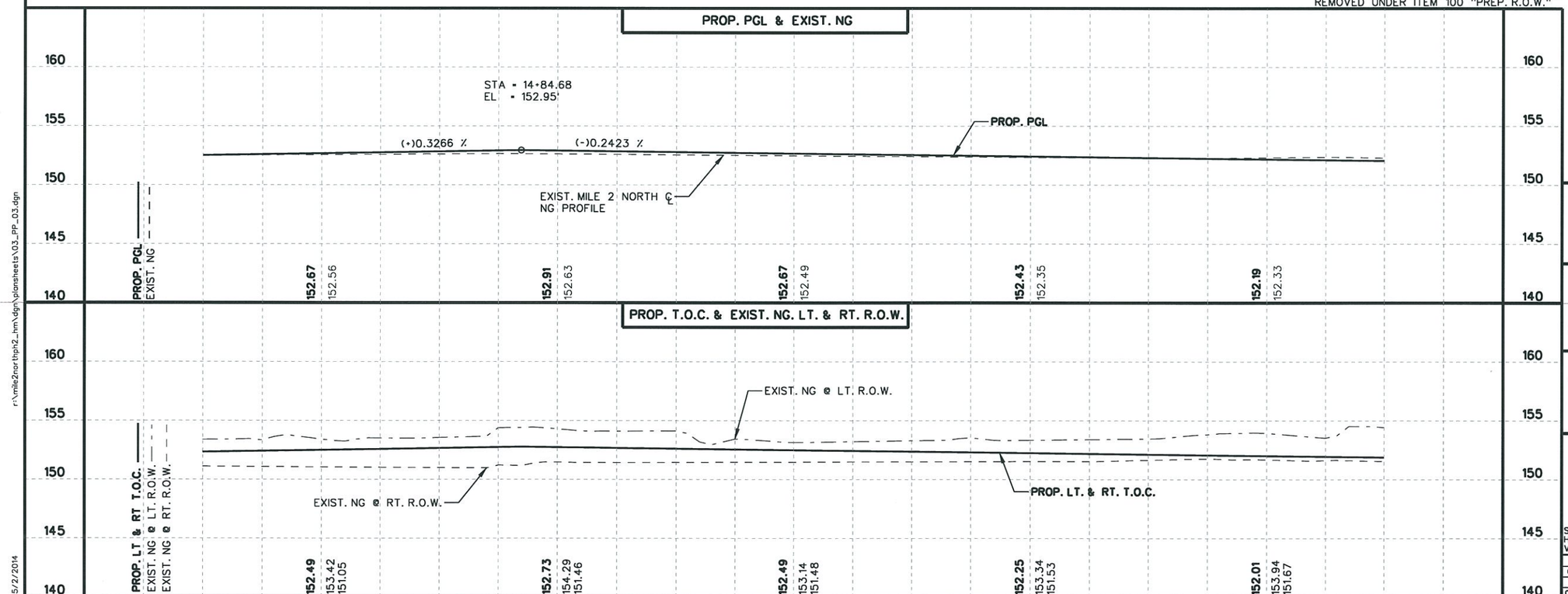
- PROPOSED DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURN TABLE FOR QUANTITIES & PIPE QUANTITIES)
- PROPOSED SIDEWALK
- ROADWAY TO BE OBLITERATED
- PROPOSED CURB RAMP. INCLUDES ALL SIDEWALKS, CONCRETE & APPURTENANCES NECESSARY FOR THE COMPLETION OF THE CURB RAMP
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES (SEE DRIVEWAY TABLE FOR PAYMENT)
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- OBJ. MRKR. (OM-2SR) (B)
- DELINEATORS TY (A) D-SW FLEX 6') PLACED EVERY 100' ALONG MBGF
- PROPOSED DELINEATOR ASM TY "B" D-SW
- CARE IS TO BE TAKEN WHEN PLACING PIPE AND TRAFFIC SIGNAL/PEDESTRIAN POLES

NOTE:

XXXX — SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.

NOTE: ALL TREES WITHIN R.O.W. ARE TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W."



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Constr. Material Testing

MILE 2 NORTH
PLAN & PROFILE
STA. 13+50 TO STA. 18+50

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 3 OF 7

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				77
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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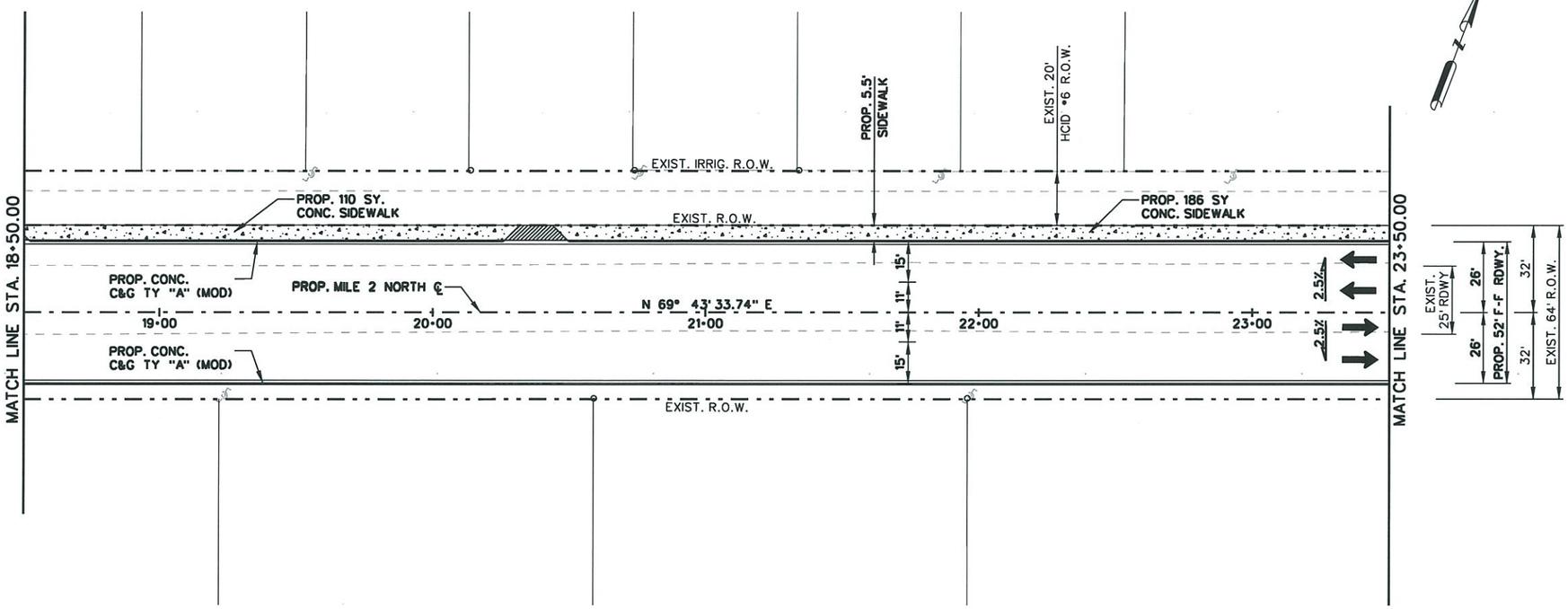


SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
529	CONC. CURB & GUTTER (TY "A")(MOD)	LF	1000
531	CONC. SIDEWALK	SY	296

LEGEND:

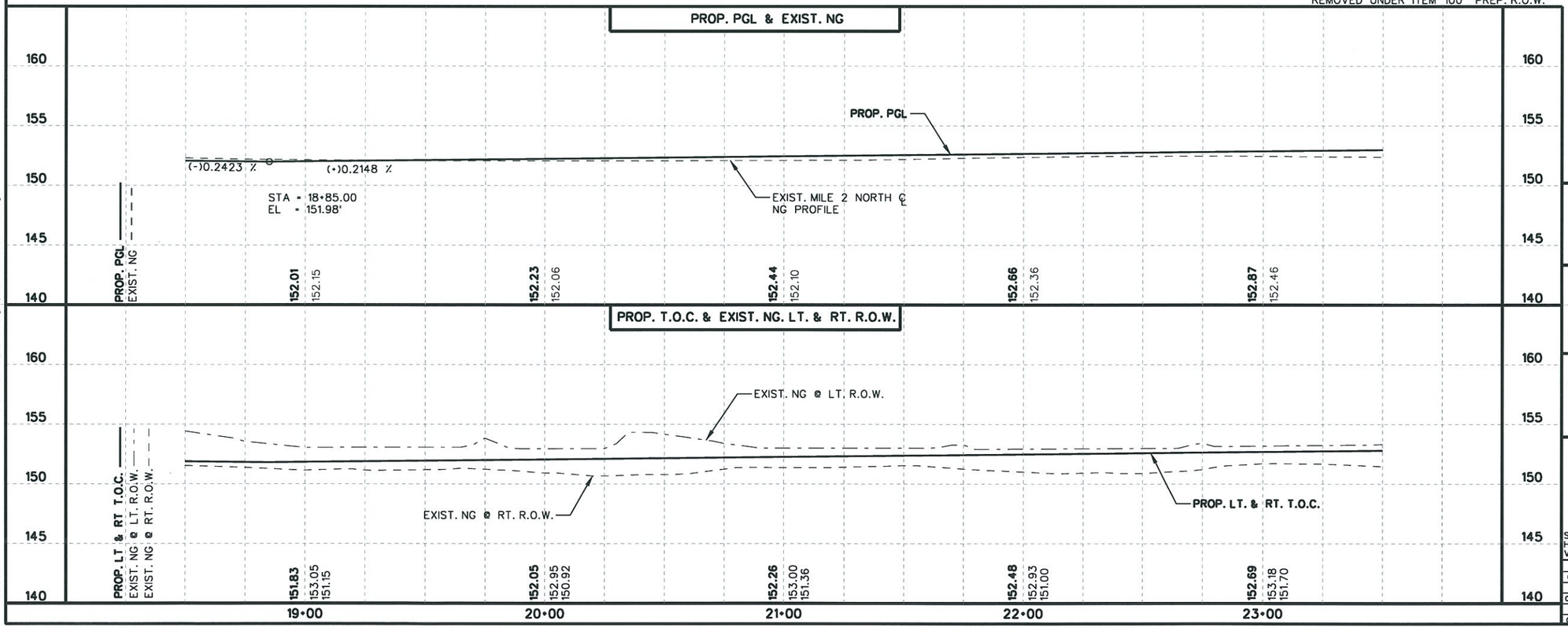
- PROPOSED DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURN TABLE FOR QUANTITIES & PIPE QUANTITIES)
- PROPOSED SIDEWALK
- ROADWAY TO BE OBLITERATED
- PROPOSED CURB RAMP. INCLUDES ALL SIDEWALKS, CONCRETE & APPURTENANCES NECESSARY FOR THE COMPLETION OF THE CURB RAMP
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES (SEE DRIVEWAY TABLE FOR PAYMENT)
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- OBJ. MRKR. (OM-2SR) (B)
- DELINEATORS TY (A) D-SW FLEX 6') PLACED EVERY 100' ALONG MBGF
- PROPOSED DELINEATOR ASM TY "B" D-SW
- CARE IS TO BE TAKEN WHEN PLACING PIPE AND TRAFFIC SIGNAL/PEDESTRIAN POLES

XXXX

NOTE:
SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.

NOTE: ALL TREES WITHIN R.O.W. ARE TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W."



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Highway / Civil
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Constr. Material Testing

MILE 2 NORTH
PLAN & PROFILE
STA. 18+50 TO STA. 23+50

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 4 OF 7

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				78
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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5/2/2014

STA. 24+87.12, 95.00' LT
END PROP. CONC. C&G
(TY "A")(MOD)

STA. 25+20.68, 69.00' LT
BEGIN PROP. CONC. C&G
(TY "A")(MOD)

PROP. TY "2" RAMP

PROP. 50' RDWY. TRANS.

EXIST. ROADWAY TO BE OBLITERATED

PROP. 19 SY. CONC. SIDEWALK

PROP. 5.5' SIDEWALK

EXIST. R.O.W.

EXIST. IRRIG. R.O.W.

PROP. 30' R

PROP. 30' R

PROP. TY "1" RAMP

PROP. 64 SY. CONC. SIDEWALK

PROP. 15 SY. CONC. SIDEWALK

PROP. 31 SY. CONC. SIDEWALK

PROP. 31 SY. CONC. SIDEWALK

PROP. 6' SIDEWALK

BEGIN PROP. R.O.W.
STA. 27+58.64, 35' LT

PROP. 86 SY. CONC. SIDEWALK

PROP. R.O.W.

MATCH LINE STA. 23+50.00

EXIST. 64' R.O.W.

32'

32'

PROP. 52' F-F RDWY.

26'

26'

EXIST. 25' RDWY.

N 69° 43' 33.74" E

24+00

25+00

26+00

27+00

28+00

PC 24+19.58

PROP. TY "2" RAMP

PROP. MILE 2 NORTH ℄

PROP. CONC. C&G TY "A" (MOD)

12'

12'

15'

15'

2.5%

2.5%

CHN03-2

MATCH LINE STA. 28+50.00

EXIST. 25' RDWY.

27'

27'

PROP. 54' F-F RDWY.

20'

20'

EXIST. 40' R.O.W.

35'

35'

PROP. 70' R.O.W.

PROP. 63 SY. CONC. SIDEWALK

PROP. 30' R

PROP. TY "2" RAMP

PROP. 12 SY. CONC. SIDEWALK

PROP. TY "1" RAMP

PROP. R.O.W.

BEGIN PROP. R.O.W.
STA. 27+75.00, 35' RT

STA. 24+07.38, 71.00' RT
END PROP. CONC. C&G
(TY "A")(MOD)

EXIST. R.O.W.

EXIST. R.O.W.

PROP. 50' RDWY. TRANS.

SHUERBACH RD

EXIST. R.O.W.

PROP. R.O.W.

PROP. TY "2" RAMP

STA. 24+44.56, 90.00' RT
BEGIN PROP. CONC. C&G (TY "A")(MOD)

NOTE: ALL TREES WITHIN R.O.W. ARE TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W."

PROP. PGL & EXIST. NG

STA = 24+76.17
EL = 153.25'

(+)0.2148 %

(-)0.4767 %

PROP. PGL

STA = 27+76.17
EL = 151.82'

(-)0.4767 %

(-)0.2283 %

EXIST. MILE 2 NORTH ℄
NG PROFILE

	PROP. PGL	EXIST. NG
24+00	153.09	152.39
25+00	153.14	152.21
26+00	152.66	151.69
27+00	152.18	151.25
28+00	151.77	151.50

PROP. T.O.C. & EXIST. NG. LT. & RT. R.O.W.

STA. 23+81
END RT. CONC
C&G
EL= 152.87'

STA. 24+43
END LT. CONC
C&G
EL= 153.00'

STA. 24+98
BEGIN RT. CONC
C&G
EL= 152.94'

STA. 25+47
BEGIN LT. CONC
C&G
EL= 152.71'

PROP. LT. & RT. T.O.C.

EXIST. NG @ LT. R.O.W.

EXIST. NG @ RT. R.O.W.

	PROP. LT & RT T.O.C.	EXIST. NG @ LT. R.O.W.	EXIST. NG @ RT. R.O.W.
24+00	149.68	153.59	151.33
25+00	152.93	153.51	151.18
26+00	152.45	152.62	149.75
27+00	151.98	152.79	149.82
28+00	151.56	152.19	150.84

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
106	OBLITERATING ABANDONED ROAD	STA	1.48
529	CONC. CURB & GUTTER (TY "A")(MOD)	LF	1070
531	CONC. SIDEWALK	SY	336
531	CURB RAMPS (TY "1")	EA	4
531	CURB RAMPS (TY "2")	EA	4

LEGEND:

- PROPOSED DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURN TABLE FOR QUANTITIES & PIPE QUANTITIES)
- PROPOSED SIDEWALK
- ROADWAY TO BE OBLITERATED
- PROPOSED CURB RAMP. INCLUDES ALL SIDEWALKS, CONCRETE & APPURTENANCES NECESSARY FOR THE COMPLETION OF THE CURB RAMP
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES (SEE DRIVEWAY TABLE FOR PAYMENT)
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- OBJ. MRKR. (OM-2SR) (B)
- DELINEATORS TY (A) D-SW FLEX 6') PLACED EVERY 100' ALONG MBGF
- PROPOSED DELINEATOR ASM TY "B" D-SW
- CARE IS TO BE TAKEN WHEN PLACING PIPE AND TRAFFIC SIGNAL/PEDESTRIAN POLES

NOTE:

XXXX SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.

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MILE 2 NORTH
PLAN & PROFILE
STA. 23+50 TO STA. 28+50

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 5 OF 7

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				79
STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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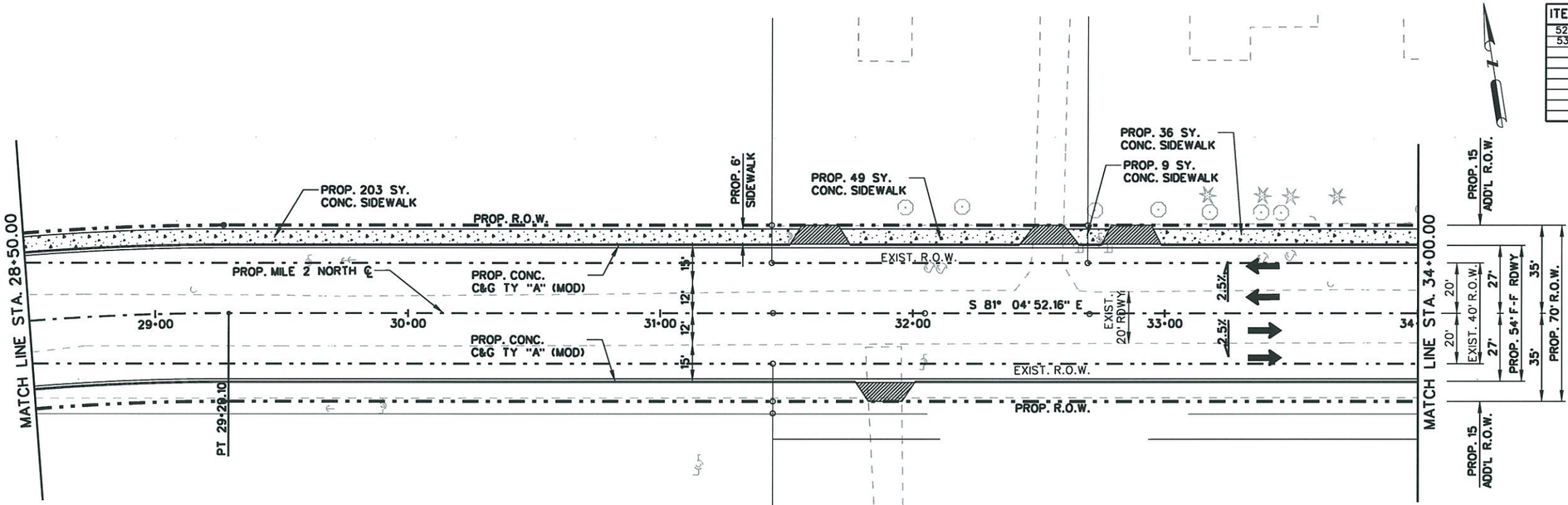

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
529	CONC. CURB & GUTTER (TY "A")	LF	1000
531	CONC. SIDEWALK	SY	297

LEGEND:

- PROPOSED DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURN TABLE FOR QUANTITIES & PIPE QUANTITIES)
- PROPOSED SIDEWALK
- ROADWAY TO BE OBLITERATED
- PROPOSED CURB RAMP. INCLUDES ALL SIDEWALKS, CONCRETE & APPURTENANCES NECESSARY FOR THE COMPLETION OF THE CURB RAMP
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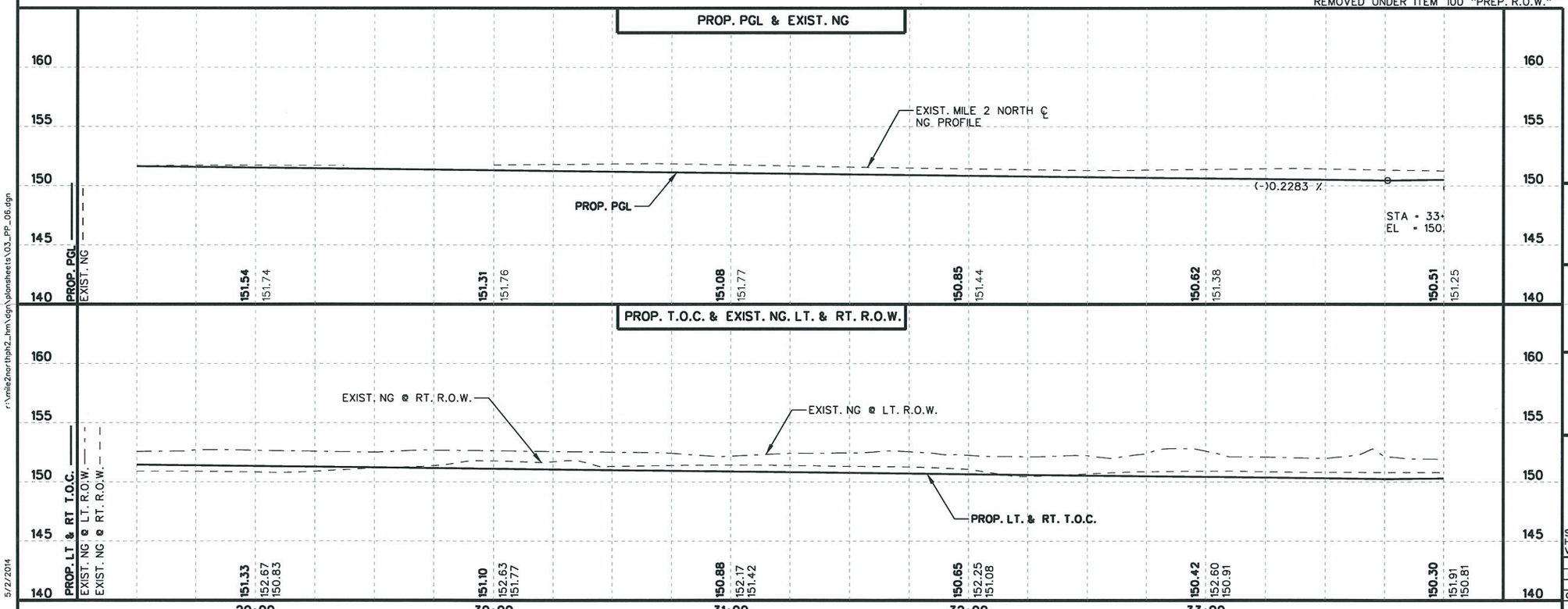
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- OBJ. MRKR. (OM-2SR) (B)
- DELINEATORS TY (A) D-SW FLEX 6') PLACED EVERY 100' ALONG MBGF
- PROPOSED DELINEATOR ASM TY "B" D-SW
- CARE IS TO BE TAKEN WHEN PLACING PIPE AND TRAFFIC SIGNAL/PEDESTRIAN POLES
- XXXX

NOTE:
SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.

NOTE: ALL TREES WITHIN R.O.W. ARE TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W."



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MILE 2 NORTH
PLAN & PROFILE
STA. 28+50 TO STA. 33+50

SCALE:
HOR. - 1"=50'
VER. - 1"=10'

SHEET 6 OF 7

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				80
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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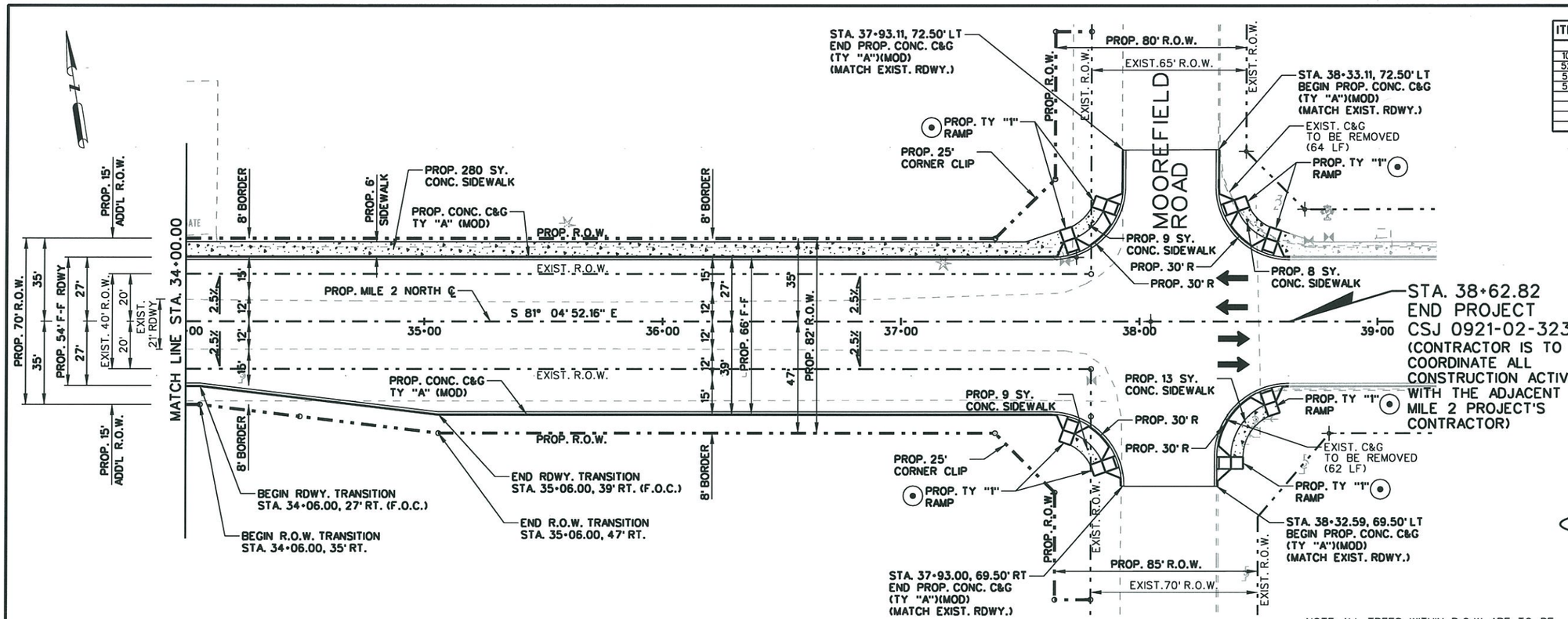

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
	CSJ 0921-02-323		
104	REMOVE CONC. (CURB & GUTTER)	LF	126
529	CONC. CURB & GUTTER (TY "A")(MOD)	LF	1064
531	CONC. SIDEWALK	SY	319
531	CURB RAMPS (TY "1")	EA	8

LEGEND:

- PROPOSED DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURN TABLE FOR QUANTITIES & PIPE QUANTITIES)
- PROPOSED SIDEWALK
- ROADWAY TO BE OBLITERATED
- PROPOSED CURB RAMP. INCLUDES ALL SIDEWALKS, CONCRETE & APPURTENANCES NECESSARY FOR THE COMPLETION OF THE CURB RAMP
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- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- OBJ. MRKR. (OM-2SR) (B)
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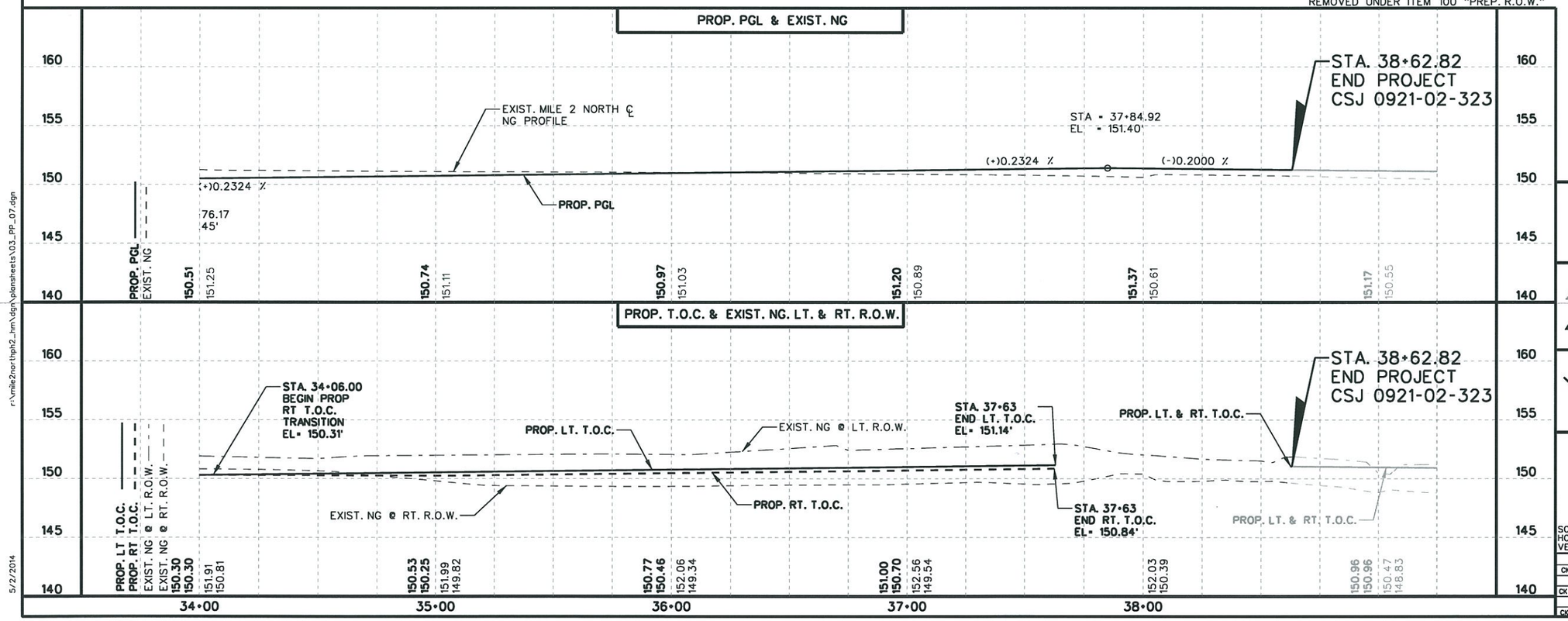
- PROPOSED DELINEATOR ASM TY "B" D-SW
- CARE IS TO BE TAKEN WHEN PLACING PIPE AND TRAFFIC SIGNAL/PEDESTRIAN POLES

NOTE:

XXXX — SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.

NOTE: ALL TREES WITHIN R.O.W. ARE TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W."



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MILE 2 NORTH
PLAN & PROFILE
STA. 33+50 TO STA. 38+50

SCALE:
HOR. - 1"=50'
VER. - 1"=10'

SHEET 7 OF 7

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				81
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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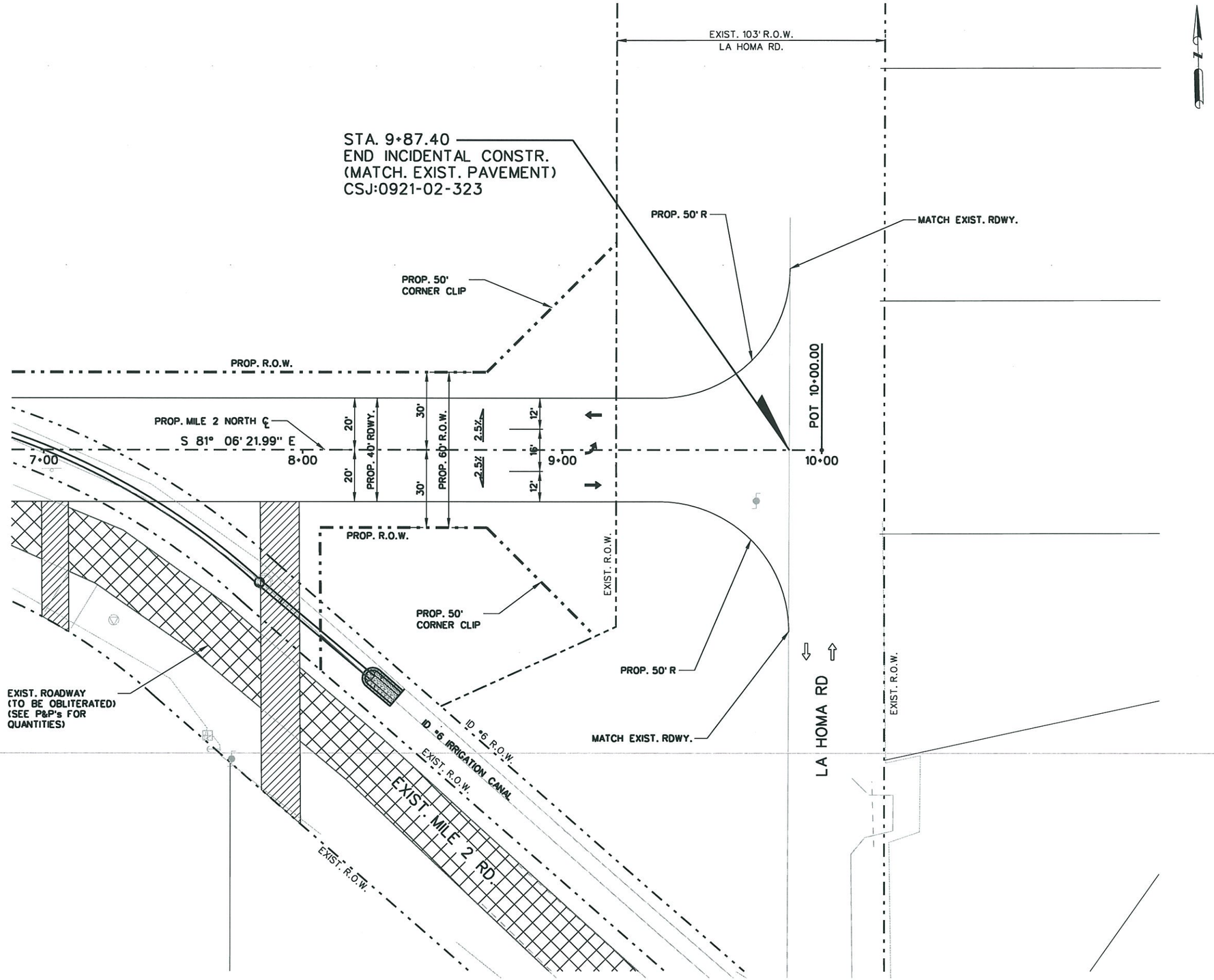

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MILE 2 NORTH
INTERSECTION LAYOUT
LA HOMA RD.

SCALE:
HOR. - 1"=40'
VER. -

SHEET 1 OF 4

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: A.J.S.	6	TX					82
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: A.J.S.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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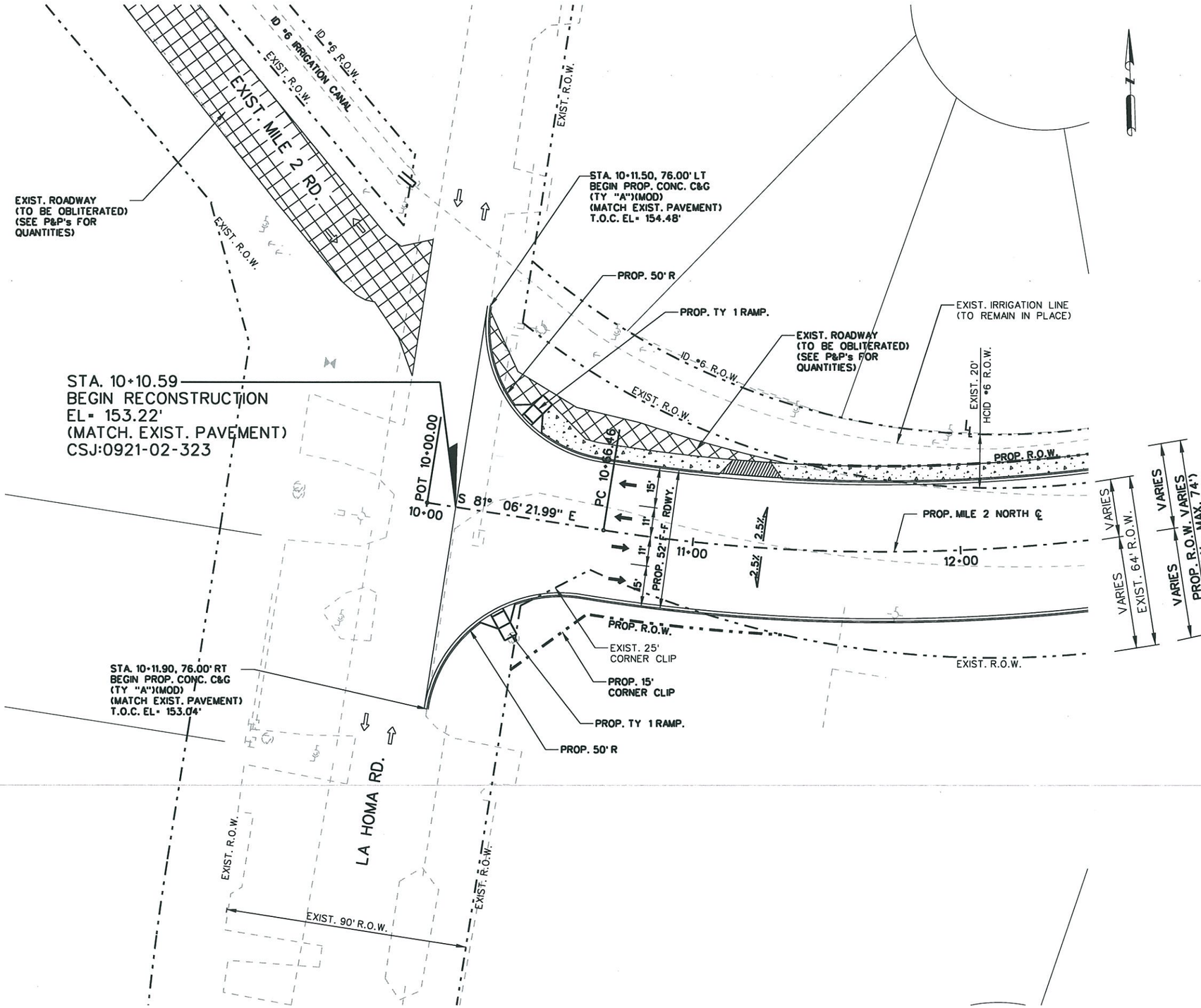

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MILE 2 NORTH
INTERSECTION LAYOUT
LA HOMA RD.

SCALE:
HOR. = 1"=40'
VER. =

SHEET 2 OF 4

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: A.J.S.		6	TX					83
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.		
CK DW: A.J.S.	21	HIDALGO	0921	02	323	MILE 2		
TR:								
CK TR:								

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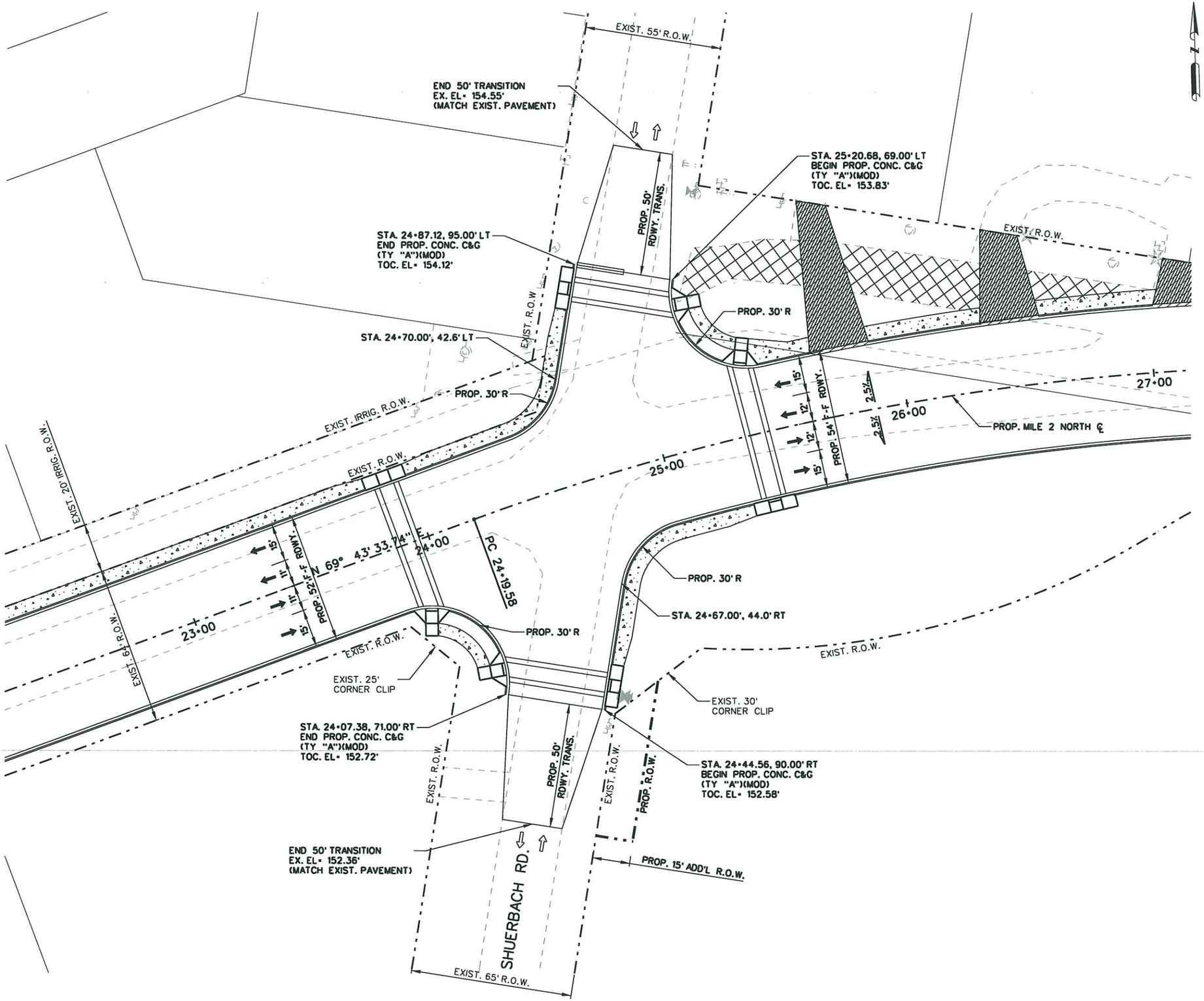

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MILE 2 NORTH INTERSECTION LAYOUT SHUERBACH RD.

SCALE:
HOR. = 1"=40'
VER. =

SHEET 3 OF 4

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: A.J.S.	6	TX				84
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: A.J.S.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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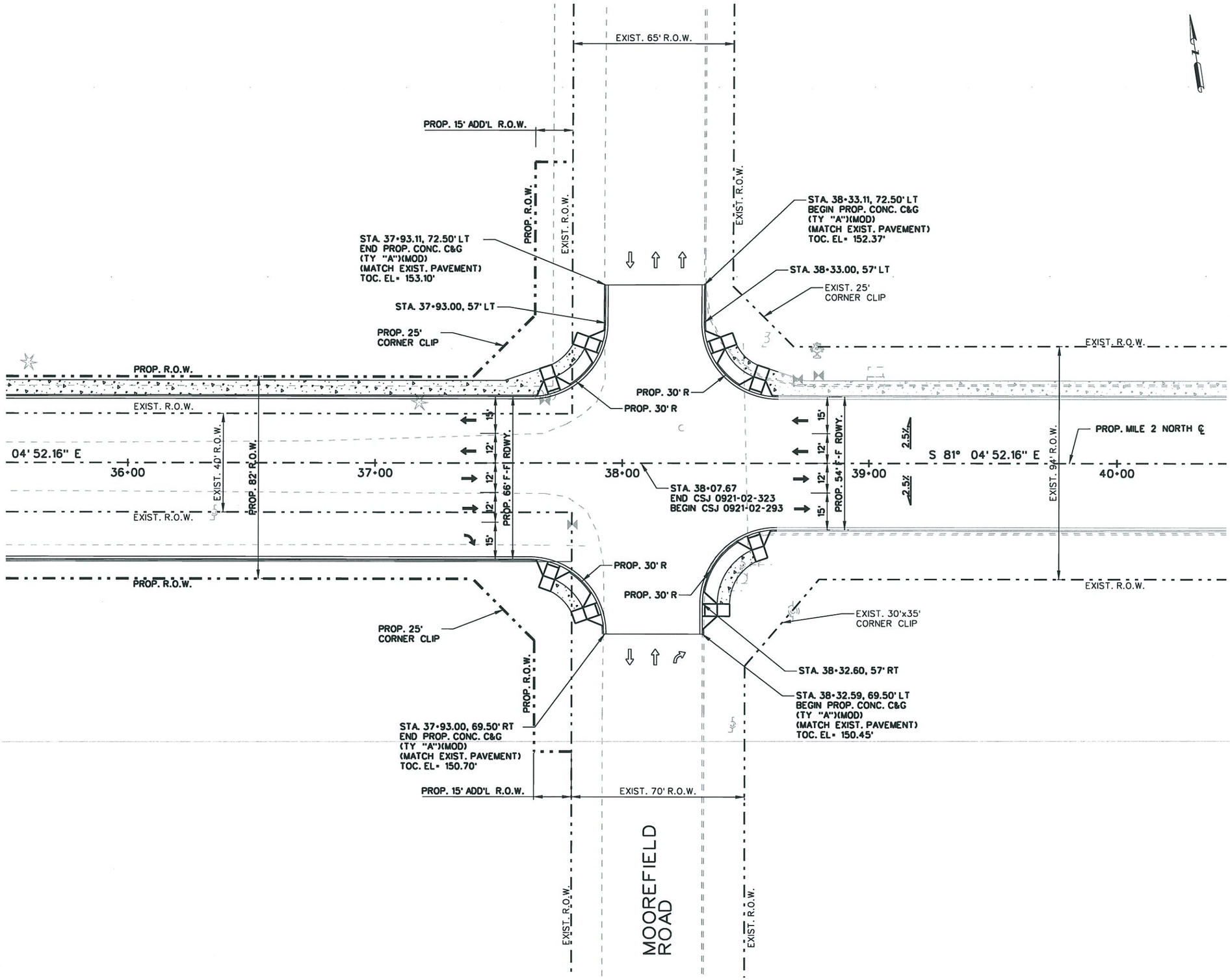

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MILE 2 NORTH
INTERSECTION LAYOUT
MOOREFIELD RD.

SCALE:
HOR. - 1"=40'
VER. -

SHEET 4 OF 4

DN: L.S.	CK DN: A.J.S.	DW: L.S.	CK DW: A.J.S.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				85
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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5/2/2014

ITEM 530 DRIVEWAYS (PRIVATE)								ITEM 496
STATION CSJ: 0921-02-323	EXIST. DRWY WIDTH @ R.O.W. (FT)	PROP. WIDTH @ ROADWAY (FT)	PROP. WIDTH @ R.O.W. LINE (FT)	ACP DRWY AREA (SQ. YDS.)	4" CONC. DRYWYS (SY)	6" CONC. DRYWYS (SY)	PROP. RAD. (FT)	REMOVE STRUCTURE (PIPE) (LF)
5+86.89 (RT.)	24	25	24	32				
7+04.42 (RT.)	12	10	12	55				
7+91.21 (RT.)	20	15	20	197				
11+19.15 (LT.)	14	24	14	11				
13+94.13 (LT.)	12	23	12		11			
14+85.71 (LT.)	12	23	12	11				
20+37.83 (LT.)	12	23	12	11				
25+77.53 (LT.)	12	24	12	115				
26+45.05 (LT.)	15	24	15		75			
27+12.99 (LT.)	14	24	14		35			
31+63.25 (LT.)	14	24	14		16			
31+89.14 (RT.)	13	23	13	15				
32+59.13 (LT.)	12	23	12	15				
32+86.69 (LT.)	16	24	16		16			
GRAND TOTAL:				462	153			

NOTE: STATIONING SHOWN ABOVE IS APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED BY THE ENGINEER DURING CONSTRUCTION.

EXIST. CONC DRIVEWAYS TO BE REMOVED UNDER ITEM 104.
INCLUDES REMOVAL OF ALL GUTTER, RIPRAP, AND APPURTENANCES.

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MILE 2 NORTH DRIVEWAY TABLE (PRIVATE)

SHEET 1 OF 1

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: A.J.S.	6	TX					86
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: A.J.S.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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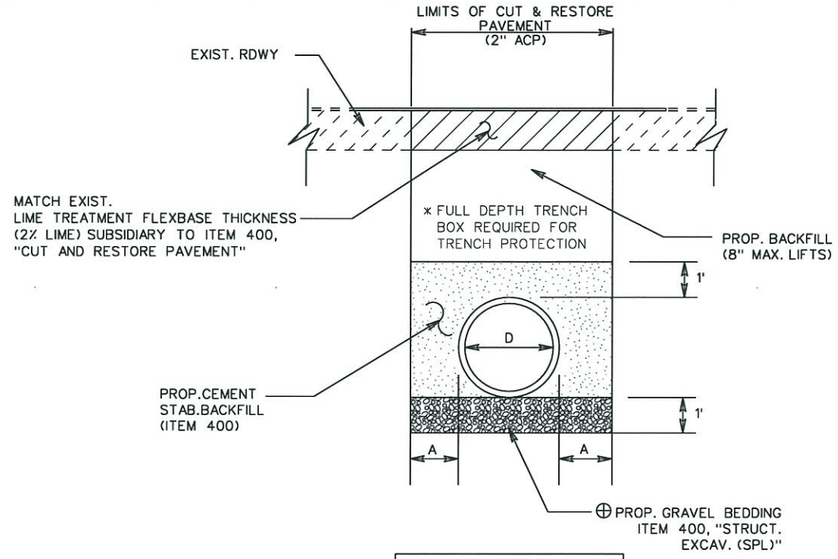
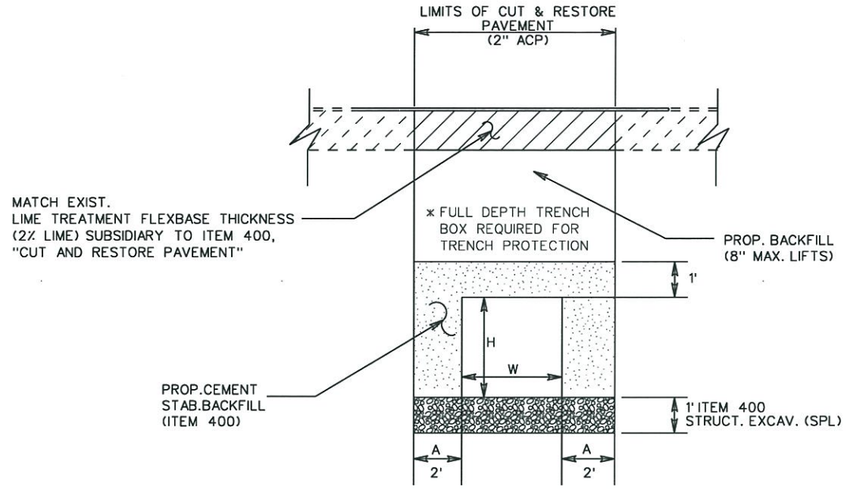


PIPE		
D (IN)	A (FT)	WALL THICKNESS
18"	1'	2 1/2"
24"	1'	3"
30"	1'	3 1/2"
36"	2'	4"
42"	2'	4 1/2"
48"	2'	5"
54"	2'	5 1/2"
60"	2'	6"
72"	2'	7"

⊕ NOTE: WHEN UNSTABLE SOIL IS ENCOUNTERED PROP. GRAVEL BEDDING SHALL BE INSTALLED TO STABILIZE THE FOUNDATION OF THE STRUCTURE AND PAID UNDER ITEM 400, "STRUCT. EXCAV. (SPL)"

NOTE: CEMENT STABILIZED BACKFILL SHALL EXTEND A MINIMUM OF 2' BEYOND THE PROPOSED EDGE OF PAVEMENT.



FOR LESS THAN 5' IN DEPTH

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MILE 2 NORTH CUT & RESTORE DETAILS

SCALE:
HOR. = N.T.S.
VER. =

SHEET 1 OF 1

DN: L.S.						
CK DN: D.B.T.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
DW: L.S.	6	TX				87
CK DW: D.B.T.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
TR:	21	HIDALGO	0921	02	323	MILE 2
CK TR:						

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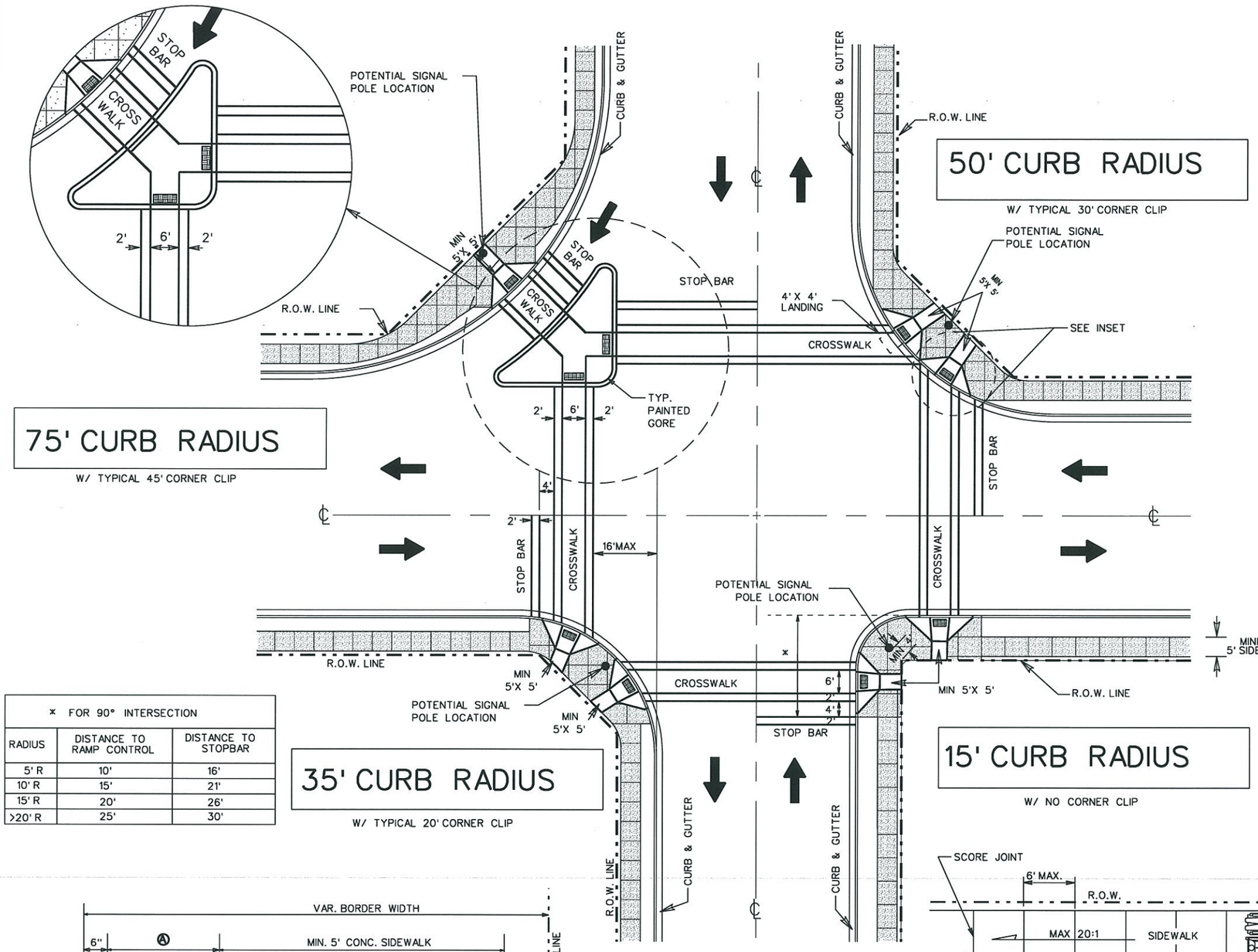
GENERAL NOTES

- ALL RAMPS SHALL HAVE A 5' x 5' LANDING PAD.
- RAMP CENTER TO BE PERPENDICULAR TO FACE OF CURB. A PERPENDICULAR RAMP MAY BE LOCATED WITHIN THE RADIUS OF A CURBLINE.
- SIDEWALK GRADE TO BE PARALLEL TO TOP OF CURB AND GUTTER UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE ENGINEER.
- SIDEWALK WIDTH AS SHOWN ELSEWHERE IN PLANS. MIN WIDTH 5'. PROVIDE DROPPED CURBS AT INTERSECTIONS. ALL CONCRETE SHALL BE CLASS "A" PROPOSED SIDEWALKS TO MATCH EXIST. SIDEWALK.
- NO VERTICAL CHANGES SHALL EXCEED 1/4" IN ELEVATION AT ADJOINING SURFACES.
- TO PROVIDE ACCESS TO PEDESTRIAN BUTTON, SIDEWALK / LANDING PAD SHALL EXTEND AND/ OR ABUT TO SIGNAL POLE CONC. FOUNDATION.
- COLOR TEXTURIZED CONCRETE SHALL BE USED TO COLOR AREAS AT RAMPS. COLOR SHALL BE " BRICK RED " AS PER L.M. SCOFIELD COMPANY STANDARDS COLOR A-26 OR EQUAL. COLOR TEXTURIZED CONCRETE SHALL BE SUBSIDIARY TO CURB RAMP ITEM

Ⓐ DESIRABLE 3' OR GREATER FOR HIGH SPEED TRAFFIC. FOR BORDER WIDTHS OF 8' OR LESS, PLACE SIDEWALK ADJACENT TO CURB.



75' CURB RADIUS

W/ TYPICAL 45' CORNER CLIP

50' CURB RADIUS

W/ TYPICAL 30' CORNER CLIP

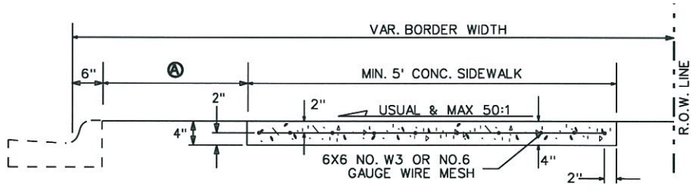
35' CURB RADIUS

W/ TYPICAL 20' CORNER CLIP

15' CURB RADIUS

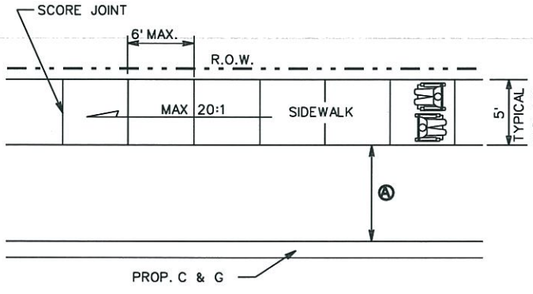
W/ NO CORNER CLIP

* FOR 90° INTERSECTION		
RADIUS	DISTANCE TO RAMP CONTROL	DISTANCE TO STOPBAR
5' R	10'	16'
10' R	15'	21'
15' R	20'	26'
>20' R	25'	30'



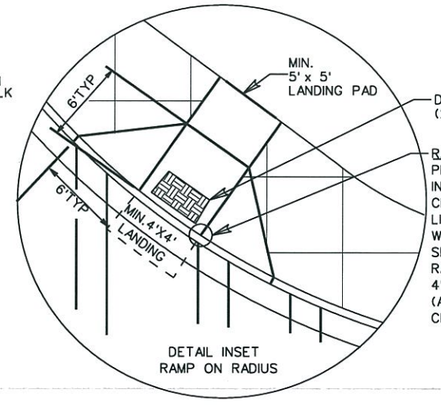
TYPICAL CONC. SIDEWALK

TYPICAL WHEEL CHAIR RAMP LOCATION



SCORE JOINTS 1/4" THICKNESS
EXPANSION JOINT EVERY 30'
JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE.

PLAN VIEW



DETECTABLE WARNINGS (2' MIN.)

RAMP CONTROL: PLACE RAMP CORNER IN ALIGNMENT W/ CROSS WALK INSIDE LINE TO MAXIMIZE WHEELCHAIR TURNING SPACE.
RAMPS SHALL HAVE MIN 4' MANEUVERING SPACE (AT CENTER) WITHIN CROSSWALK.

DETAIL INSET RAMP ON RADIUS

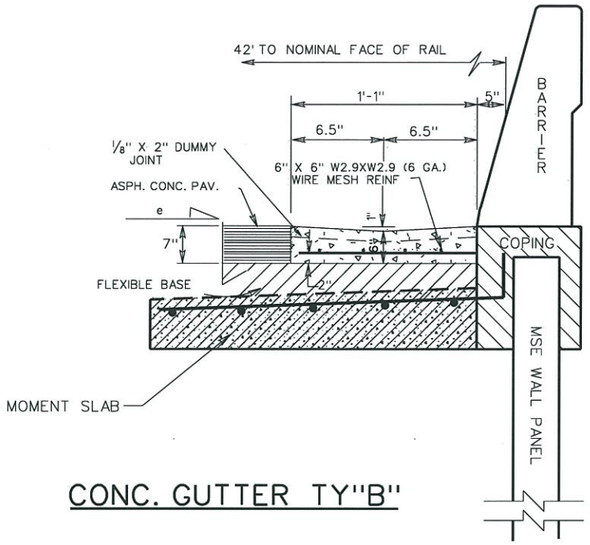
© TxDOT 2006

Texas Department of Transportation

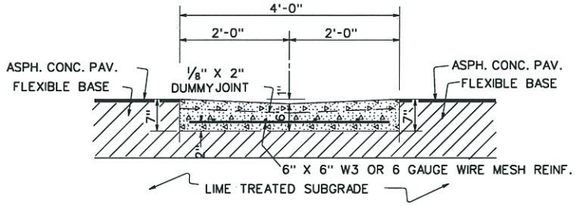
SIDEWALK & WHEELCHAIR RAMP DESIGN GUIDE

REV. 3/06 SIDEWALK.DGN

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		FILE NO.			SHEET NO.
6						88
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

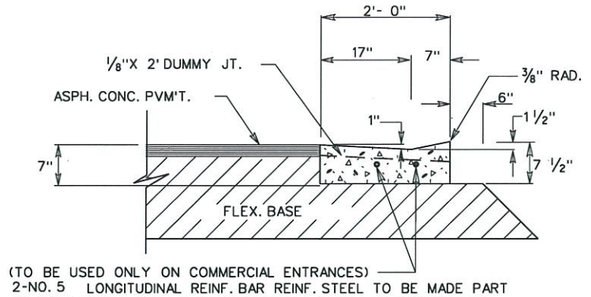


CONC. GUTTER TY"B"



4' CONC. VALLEY GUTTER (TY"A")

TO BE USED WHERE REQUIRED TO CARRY DRAINAGE WATER ACROSS SIDE STREETS



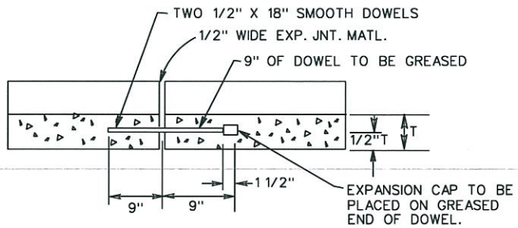
(TO BE USED ONLY ON COMMERCIAL ENTRANCES)
2-NO. 5 LONGITUDINAL REINF. BAR REINF. STEEL TO BE MADE PART OF ITEM "CONC. CURB & GUTTER." THE LENGTH OF REINFORCING STEEL WILL BE THE WIDTH OF THE PROP. COMMERCIAL ENTRANCE PLUS FOUR FEET.

CONC. GUTTER

NOTE:

CONCRETE GUTTER TO BE USED ONLY WHERE PERMITTED BY TEXAS DEPARTMENT OF TRANSPORTATION REGULATIONS FOR ACCESS DRIVEWAYS.

2' VALLEY GUTTER SHALL BE PAID FOR AS CONC. CURB AND GUTTER . CONCRETE CURB & GUTTER & CONCRETE CURB SHALL BE MEASURED FOR PAYMENT ALONG FACE OF CURB AT FLOW LINE.

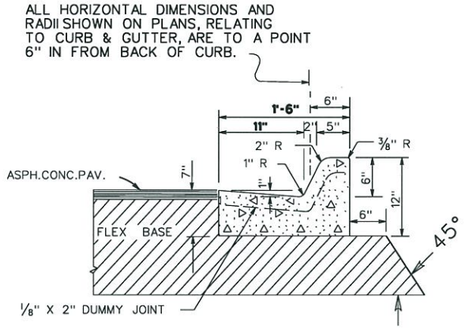


DETAIL EXPANSION JOINT

LONGITUDINAL SECTION THRU CURB AND/OR C&G. REINFORCING STEEL (WHEN USED) SHALL NOT CROSS EXPANSION JOINTS. STEEL SHALL BE TERMINATED 3" ± ½" FROM FACE OF THE JOINT.

1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUT-MENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 105'

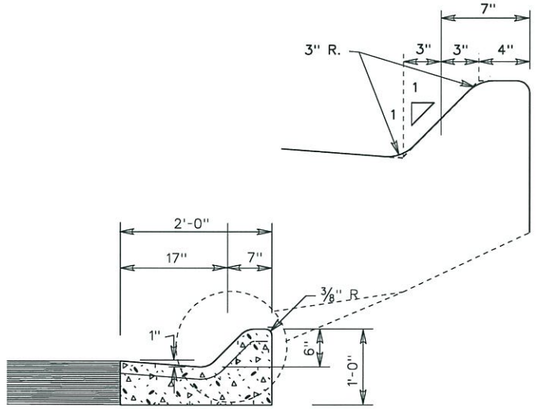
ALL HORIZONTAL DIMENSIONS AND RADII SHOWN ON PLANS, RELATING TO CURB & GUTTER, ARE TO A POINT 6" IN FROM BACK OF CURB.



CONC. CURB & GUTTER TY "A" (BARRIER)

NOTE:
EXPANSION JOINTS

1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUT-MENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 105'

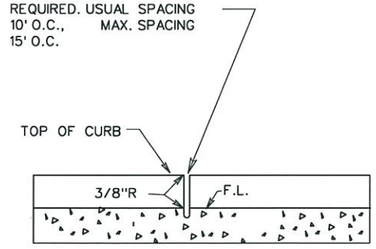


CONC. CURB & GUTTER TY. "B" (MOUNTABLE)

NOTE:
WHERE PROPOSED CURB & GUTTER IS TO BE CONNECTED TO EXIST. CURB & GUTTER IT SHOULD BE DONE AT THE EXIST. GUTTER FLOW LINE ELEVATION.

1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUT-MENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 105'

JOINTS MAY BE FORMED WITH 1/8" METAL PLATES NO FILLER REQUIRED. USUAL SPACING 10' O.C., MAX. SPACING 15' O.C.



DETAIL DUMMY JOINT

NOTE:
DUMMY JOINTS TO BE USED ON CURB & CUTTER, CONC. MEDIAN AND ALL TYPE OF VALLEY GUTTERS JOINTS TO BE LOCATED BY THE ENGINEER.

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PHARR DISTRICT STANDARD

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER

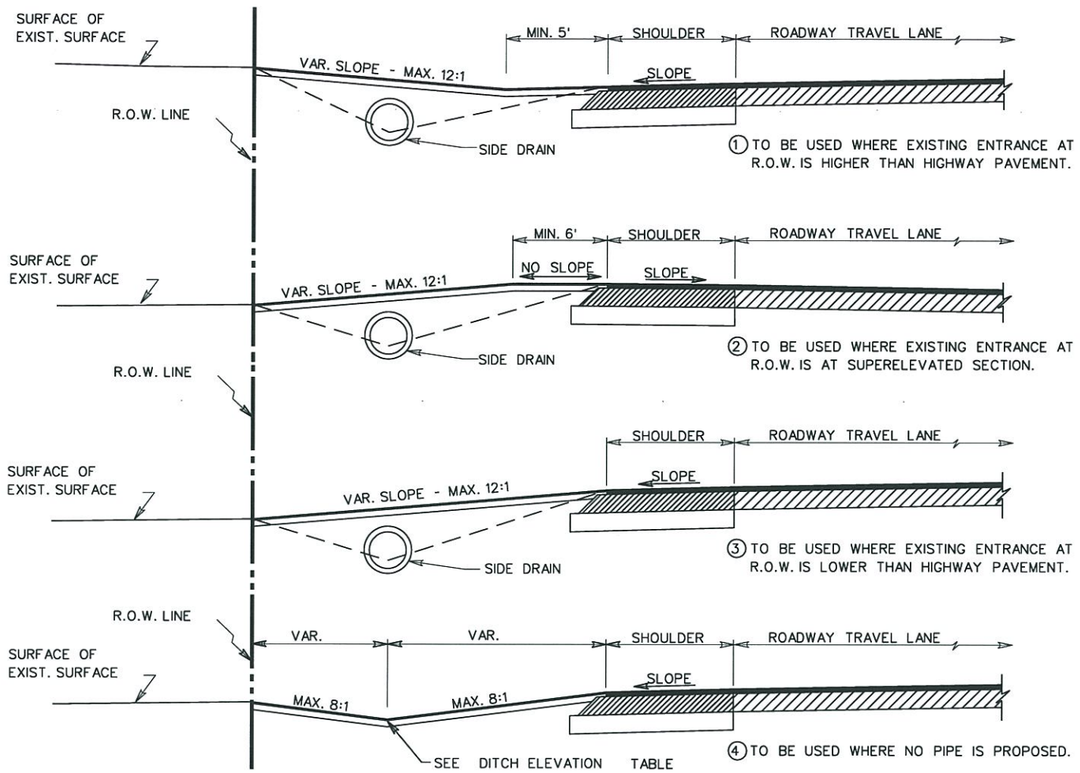
TEXAS DEPARTMENT OF TRANSPORTATION

CURB & GUTTER DETAILS (MOD.)

REV. 4/02

C&G.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						89
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2



NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH
171 #/SY ACP (COMPACTED) IS EQUAL TO 1½IN. DEPTH.

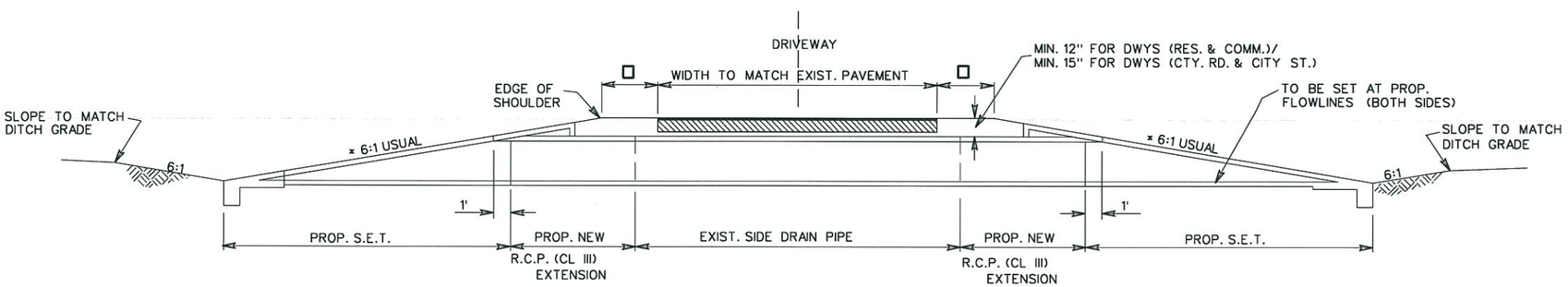
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 12" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G



□ - 1' MIN. ON DRIVEWAYS (RES. & COMM.)
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)

× - 6:1 SLOPE USUAL
UNLESS OTHERWISE NOTED ON PLANS

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

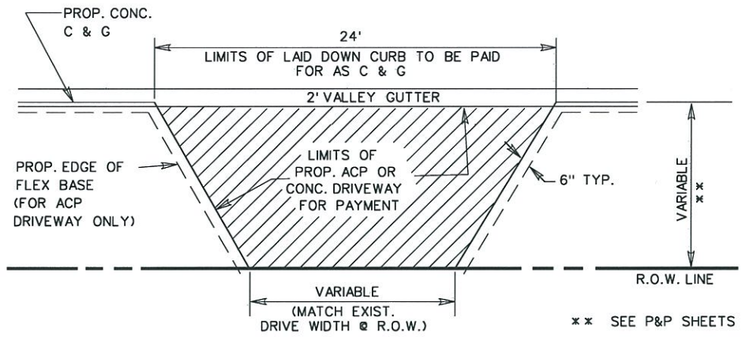
DRIVEWAY PROFILE DETAILS

REV. 7/13

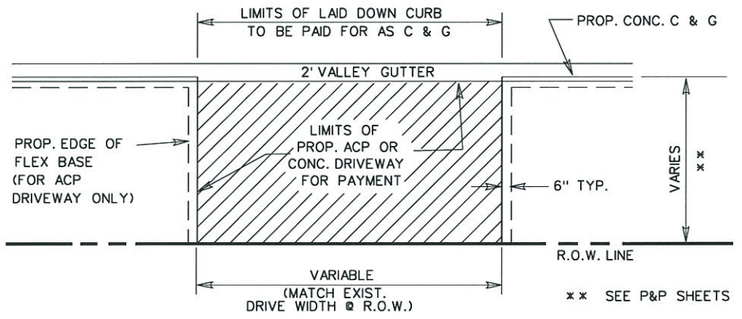
DRIVEWAY1.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						91
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



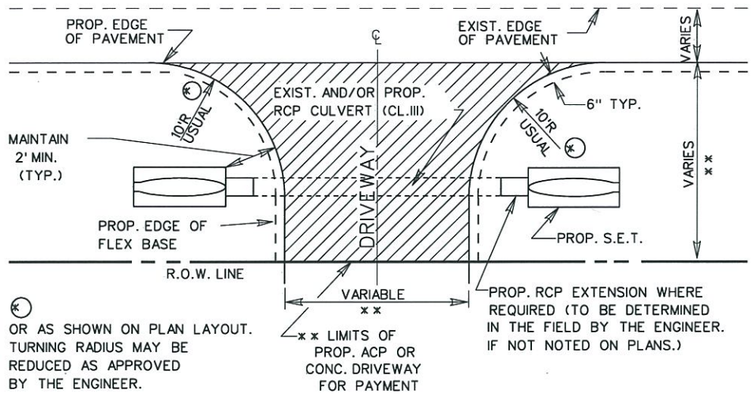
PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH LESS THAN 24')



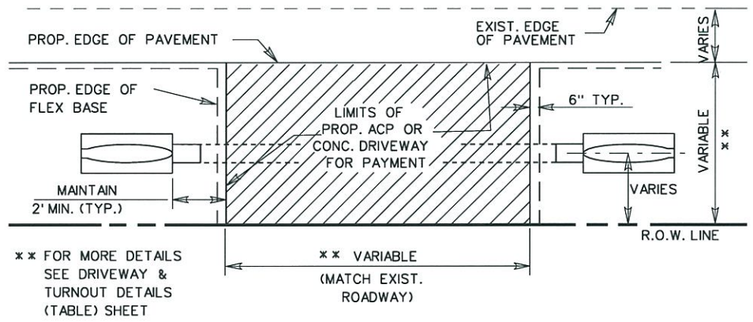
PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)

N.T.S.

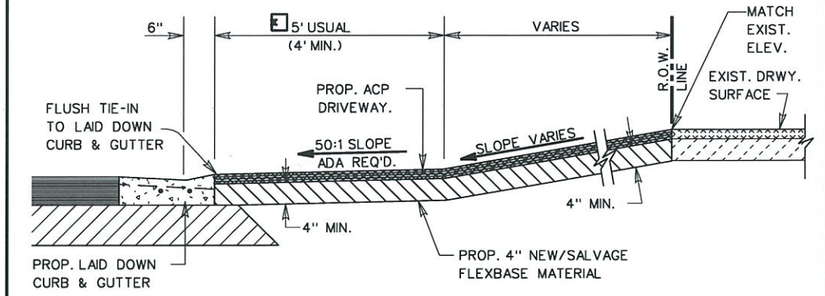
PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



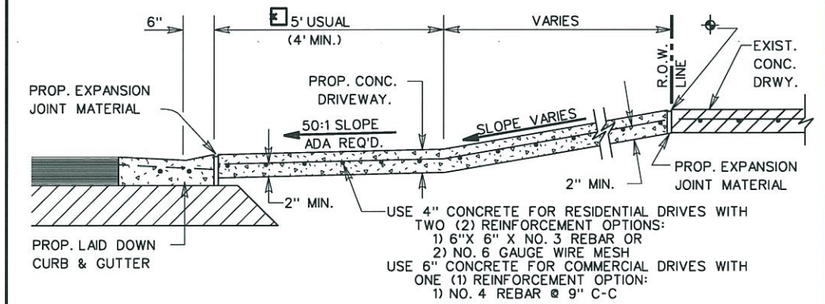
PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH LESS THAN 24')



PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)



TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION
N.T.S.

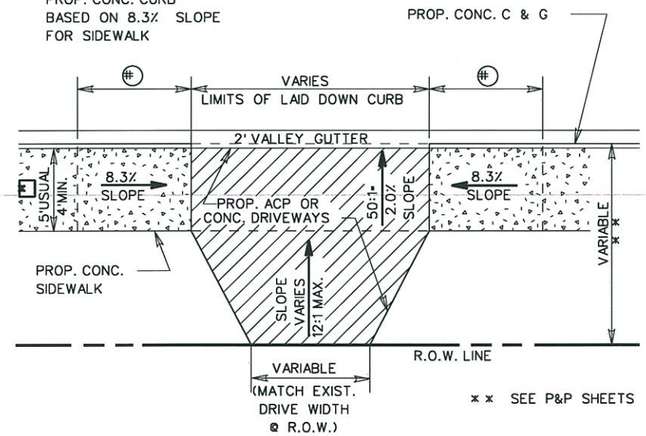


TYPICAL CONCRETE DRIVEWAY SECTION
N.T.S.

⊕ CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

℄ PROP./FUTURE SIDEWALK CROSSING LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. SEE P&P SHEETS FOR PROP. SIDEWALK LOCATION IF SIDEWALKS ARE INCLUDED AS PART OF PROJECT. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

(#) LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK

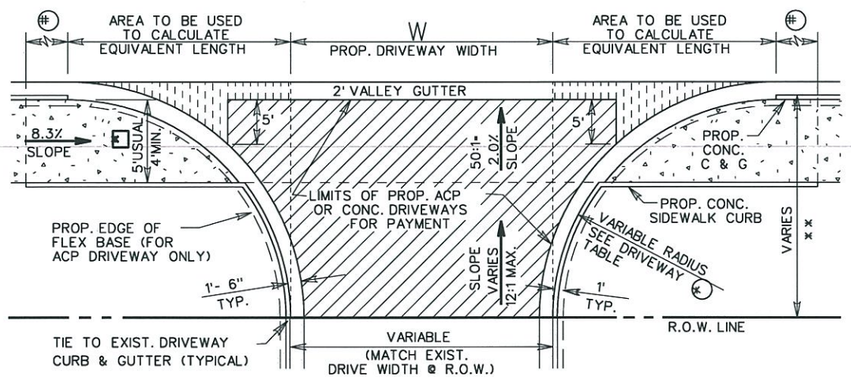


PLAN OF PRIVATE AND COMMERCIAL DRIVES WITH ADA REQ'D CROSS SLOPE FOR SIDEWALK

℄ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

N.T.S.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES
SEE P&P SHEETS FOR LOCATIONS OF DRIVES
N.T.S.

℄ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

(#) LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER= W + X1 + X2

WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS

Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PB-1
EXIST. PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH \ 114#/SY ACP.

CONCRETE (RESIDENTIAL)
EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

CONCRETE (COMMERCIAL)
EXIST. BUSINESS DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 6" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

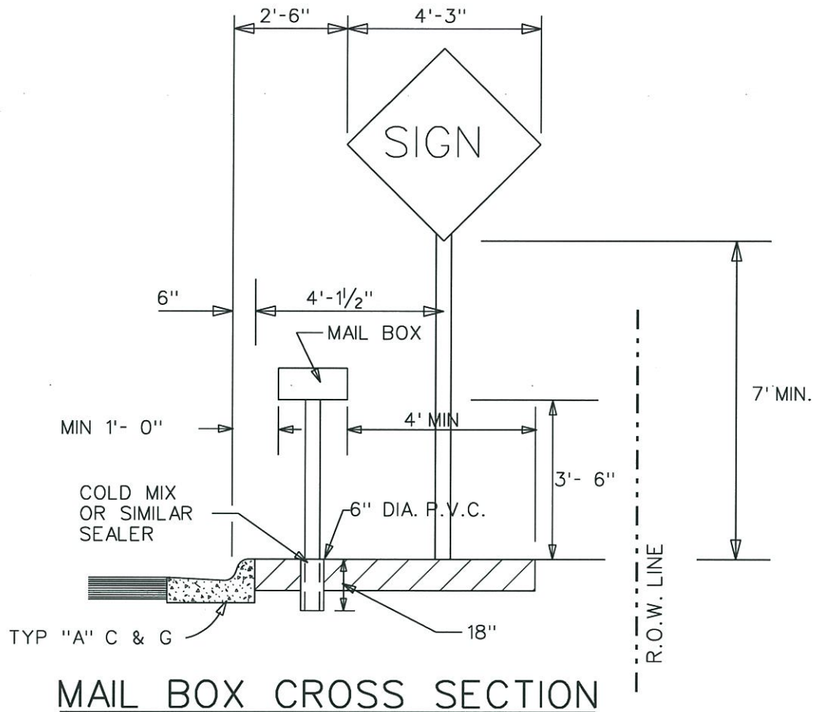
DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 11/10

DRIVEWAY2.DGN

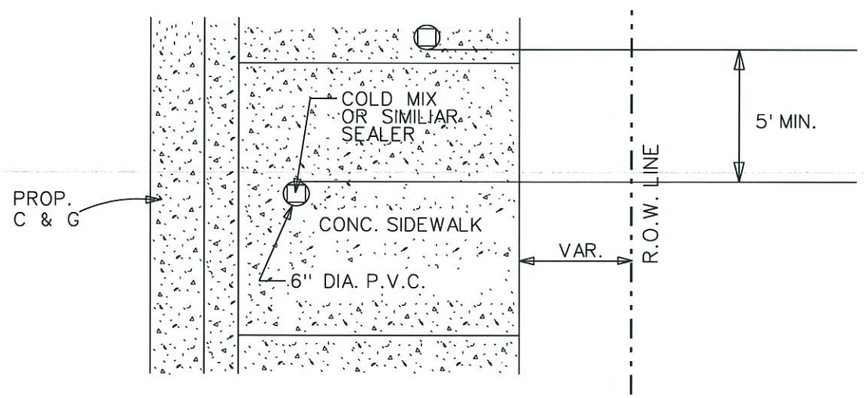
FED.RD. DIV.NO.	PROJECT NO.		FILE NO.			SHEET NO.
6						92
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

AD-76-0

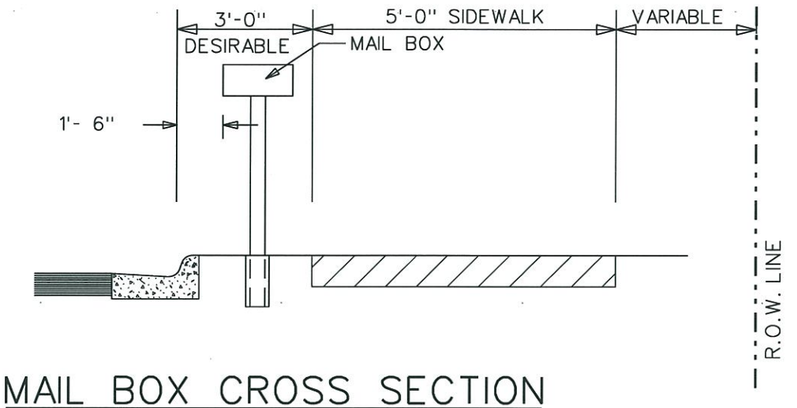


MAIL BOX CROSS SECTION

(MINIMUM BORDER DISTANCE)

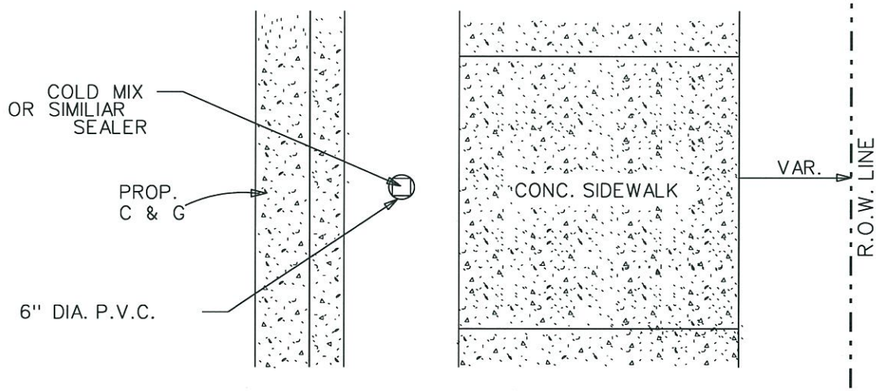


PLAN VIEW



MAIL BOX CROSS SECTION

(DESIRABLE BORDER DISTANCE)



PLAN VIEW

© TxDOT 2003

PHARR DISTRICT STANDARDS

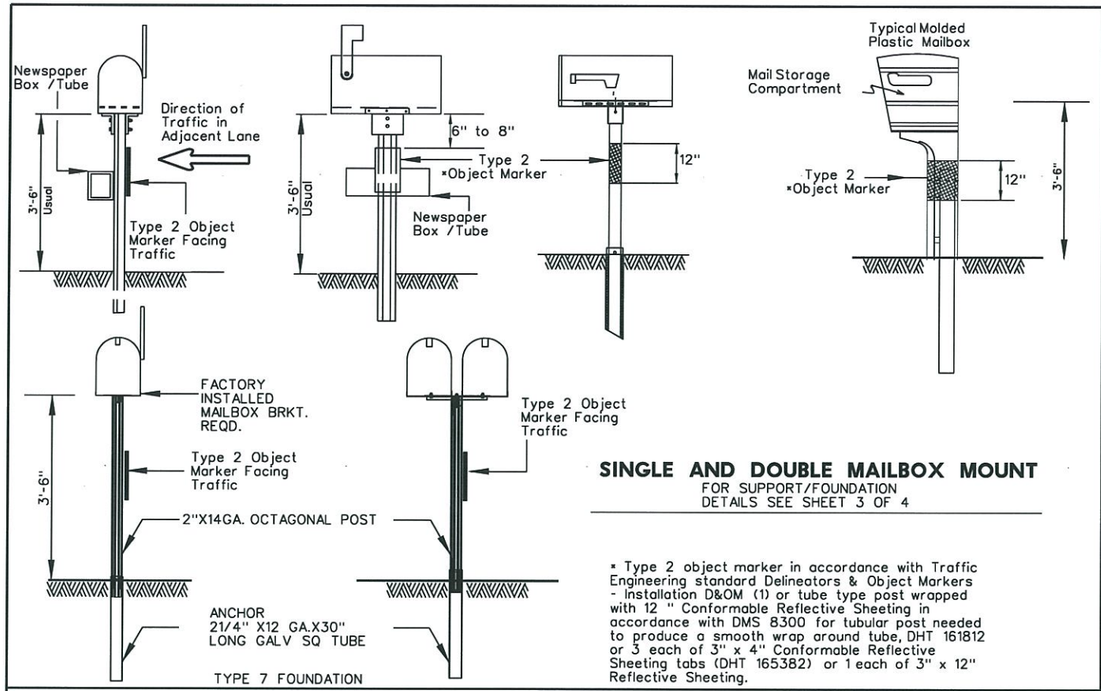
TEXAS DEPARTMENT OF TRANSPORTATION

MAILBOX DETAIL

REV. 5/03

MAILBOX.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						93
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

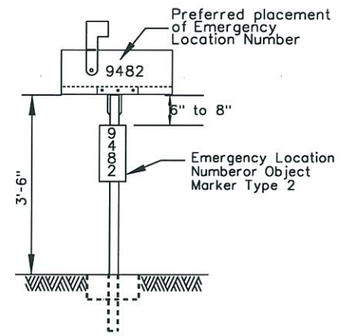


SINGLE AND DOUBLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4

* Type 2 object marker in accordance with Traffic Engineering standard Delineators & Object Markers - Installation D&OM (1) or tube type post wrapped with 12 " Conformable Reflective Sheeting in accordance with DMS 8300 for tubular post needed to produce a smooth wrap around tube, DHT 161812 or 3 each of 3" x 4" Conformable Reflective Sheeting tabs (DHT 165382) or 1 each of 3" x 12" Reflective Sheeting.

Note: Mailbox installations in sidewalk areas shall be in accordance with the Design Division standard PED-05 for pedestrian facilities.



PLACEMENT OF EMERGENCY LOCATION NUMBER

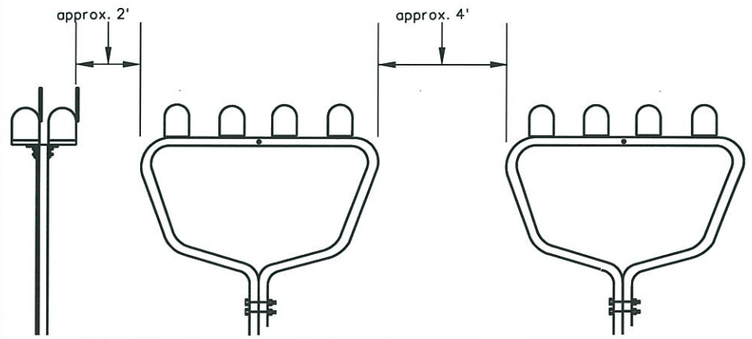
Location Number shall be placed on: 1. A yellow, type A plate with class 1 flat surface reflective sheeting in accordance with DMS 8600. The color of numbers shall be black. or 2: A green or blue plate with white numbers attached to post beside the object marker. Other contrasting color configuration, as approved , may be used. (Use Same type plate as used for the type 2 Object Marker. Recommended sign size is 6" by 15")

Mailboxes shall be made of light weight sheet metal or light weight plastic. Heavy steel, cast iron or decorative mailboxes shall not be used on the state highway system.

TYPICAL MAILBOX SIZE				LIGHT WEIGHT MATERIAL	
				SHEET METAL	**PLASTIC
	LENGTH	WIDTH	HEIGHT	MAXIMUM WEIGHT	
SIZE	INCHES			POUNDS	
SMALL	19 1/2	6	7	5	5
MEDIUM	22 1/2	8	11 1/2	7	7
LARGE	23 1/2*	11 1/2*	13 1/2*	10	10

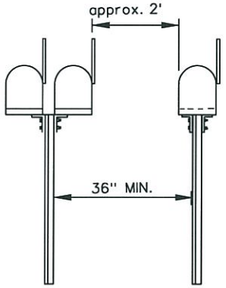
* Maximum allowed dimensions for mailbox
** Excluding Molded Plastic on 4 X 4 Post

MAILBOX SIZES



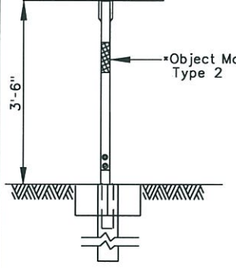
4' Clear Distance between multiple installations and 2' clearance between double or single installations and the multiple installation. DHT #'s 164116 or 149339.

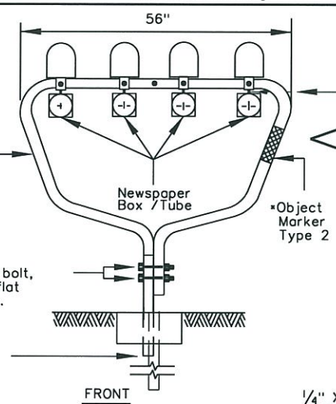
MULTIPLE MAILBOX PLACEMENT

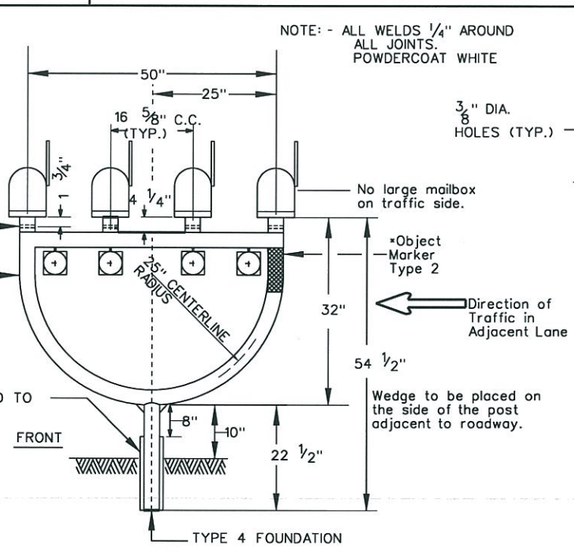


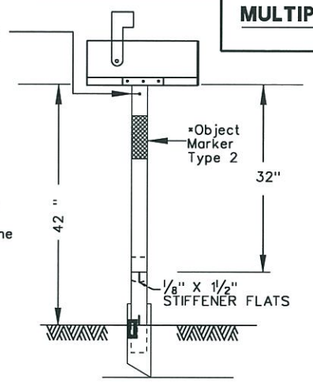
Clear Distance between single or double mounted posts. (Normally when 3 or more mailboxes are in one location, a multiple support is used).

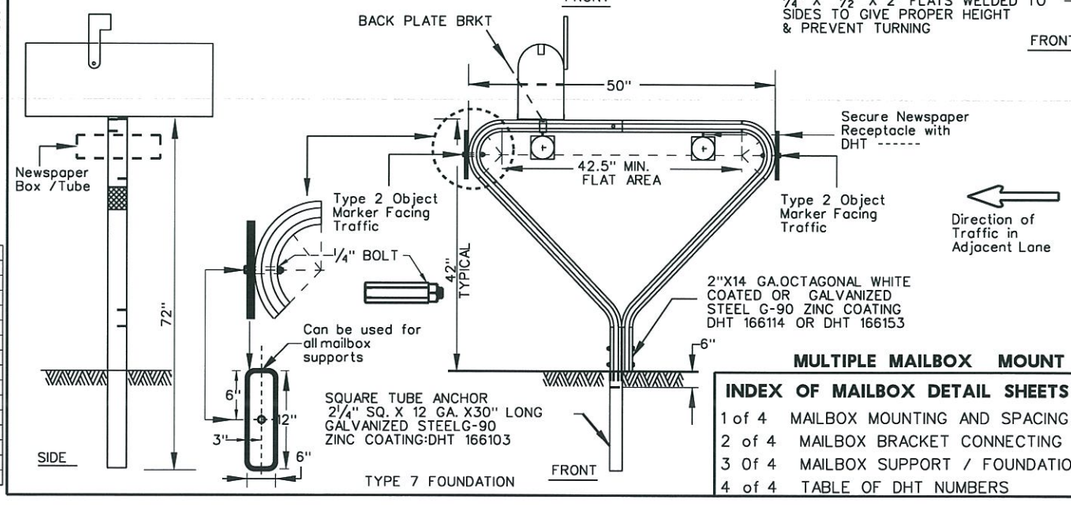
SINGLE & DOUBLE MAILBOX PLACEMENT











DOUBLE AND MULTIPLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4

NEWSPAPER RECEPTACLE

A light weight receptacle for newspaper delivery can be attached to mailbox posts as shown on this page if the receptacle:

- Does not touch the mailbox.
- Does not present a hazard to traffic or delivery of the mail.
- Does not extend beyond the front of the mailbox.
- Does not display advertising, except the publication title.
- Newspaper receptacles on separate supports are prohibited.

Note on DHT Number

See Table of Applicable DHT Numbers on sheet 4 of 4 for DHT description.

MULTIPLE MAILBOX MOUNT

INDEX OF MAILBOX DETAIL SHEETS

1 of 4 MAILBOX MOUNTING AND SPACING
2 of 4 MAILBOX BRACKET CONNECTING DETAILS
3 Of 4 MAILBOX SUPPORT / FOUNDATION
4 of 4 TABLE OF DHT NUMBERS

REVISIONS
04/03/06: Added New Multiply Mount, DHT: 164116.
04/03/06: Added general note numbers 6 & 7. Sheet & title block renumbered.
08/02/06: Added Maximum weight for typical mailbox sizes.
10/9/2009 Added new mailbox post
10/19/2009 Added sheet 4 of 4
01/07/2011 Added note disallowing newspaper receptacle separate support
01/07/2009:Added pedestrian facilities stds note.
07/07/2011: Revised note to allow more color options for emergency location number. Included type 2 object marker attachment details for the wrap around and tube type.

Standard Plans

Texas Department of Transportation

Maintenance Division

MAILBOX MOUNTING AND SPACING

MB-11(1)

Sheet 1 of 4

FILE: MB10(1).DGN	DN: JEO	CK: LJB	DW: JEO	CK: RDB	REG:	
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT			SHEET
	21	6				94
	COUNTY		CONTROL	SECT	JOB	HIGHWAY
	HIDALGO		0921	02	323	MILE 2

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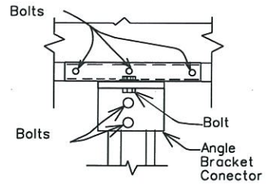
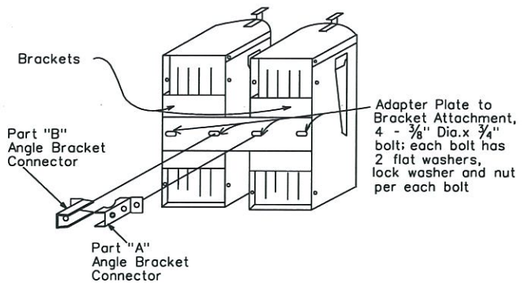
LEVELS DISPLAYED
1 2



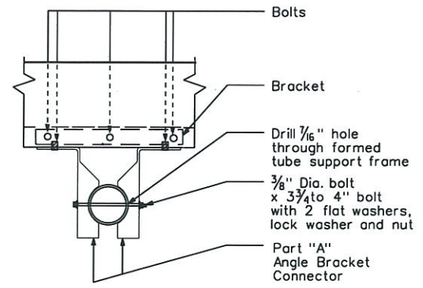
For bolt sizes see details below for "SMALL MAILBOX" and "MEDIUM AND LARGE MAILBOXES"

SINGLE MAILBOX CONNECTION

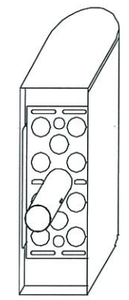


DOUBLE MAILBOX CONNECTION

(Not permitted for Large Mailboxes)

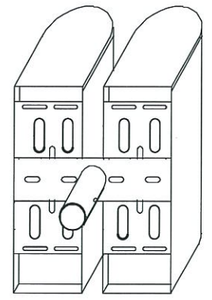


MULTIPLE MAILBOX CONNECTION



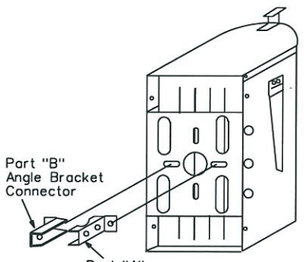
WELDED SINGLE MAILBOX BRACKET CONNECTION

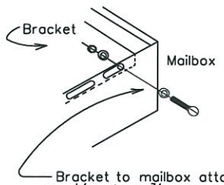
To be used with 2 3/8" OD RR or thinwall Steel posts.



WELDED DOUBLE MAILBOX BRACKET CONNECTION WITH ADAPTER PLATE

To be used with thinwall Steel posts. Not to be used with RR posts.



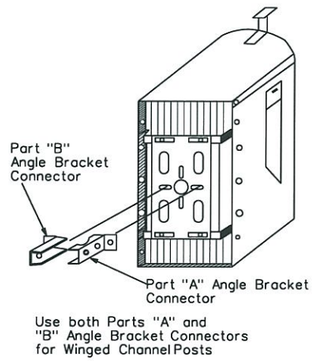


Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/ 2 flat washers and nut per each bolt.

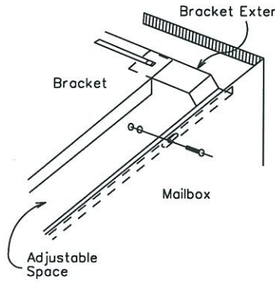
Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt with 2 flat washers, lock washer and nut per each bolt.

Angle to 2 - 3/8" Dia. x 2 1/2" bolt with 2 flat washers, lock washer and nut per each bolt.

SMALL MAILBOX



Use both Parts "A" and "B" Angle Bracket Connectors for Winged Channel Posts



Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/2 flat washers and nut per each bolt.

Bracket to bracket extension attachment: 2 - 1/4" Dia. x 3/4" carriage bolt w/ flat washer, lock washer and nut per bolt (4 bolts required if 2 bracket extensions are used).

Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt w/2 flat washers, lock washer and nut per each bolt.

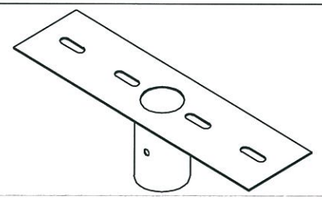
Angle to mailbox support attachment: 2 - 3/8" Dia. x 2 1/2" bolt w/2 flat washers, lock washer, and nut per each bolt.

Medium size mailboxes - one extension bracket
Large size mailboxes - two extension brackets

MEDIUM AND LARGE MAILBOXES

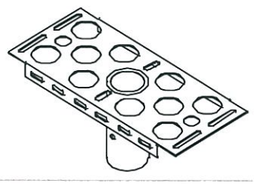
GENERAL NOTES

1. Connecting hardware detailed on this sheet is for the hardware that the Department stocks at the Regional Warehouses. This hardware is available to the contractor only when so stated elsewhere in the plans or specification.
2. Hardware for mounting mailboxes to the support/foundation furnished by industry should be used when shown on the Maintenance Divisions "Approved Products List." Only mailbox hardware that have been crash tested in accordance with NCHRP Report 350, will be on the approved list.
3. Hardware furnished by industry shall be erected in accordance with the manufacturer's recommendation.
4. Bracket and bracket extension shall be constructed of 14 gauge galvanized steel sheet metal.
5. The angles, brackets and adapter plates shall be constructed of 12 gauge galvanized steel sheet metal.
6. Items with evidence of damage to the galvanized coating or wet storage stains (white rust) will not be accepted.



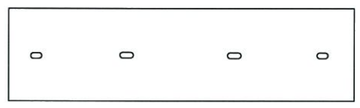
DHT 162323

For use with galvanized thinwall steel posts DHT • 143426 or powder-coated thinwall steel post DHT • 162911.



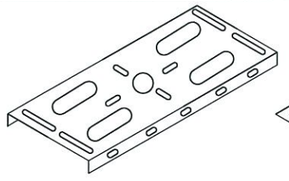
DHT 161443

For use with RCR post DHT • 161442 or galvanized thinwall steel post DHT • 143426 or powder-coated thinwall steel post. DHT • 162911.



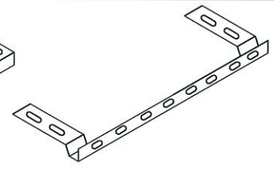
DHT #3789

Used for mounting two Mailboxes on the same post.



DHT 148939

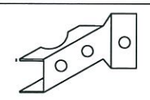
Mailbox Bracket



DHT 148938

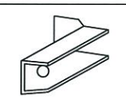
Used for extending 6" wide bracket to attach larger mailboxes.

Bracket Extension



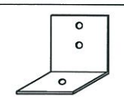
DHT 159489

Part "A" Angle Bracket Connector



DHT 159490

Part "B" Angle Bracket Connector

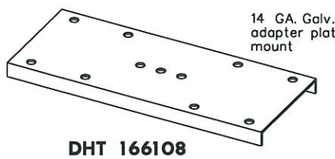


DHT 2917

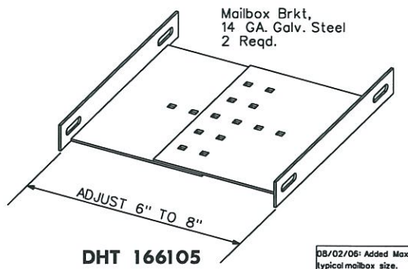
Angle Bracket For Temporary Mailbox

Note on DHT Number

See Table of Applicable DHT Numbers on sheet 4 of 4 for DHT description and unit of measure.



DHT 166108



DHT 166105

HARDWARE AT TXDOT REGIONAL WAREHOUSES

Brackets and adapter plate shown in this section should be available to the Contractor when stated elsewhere in plans or specifications.

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LEVELS DISPLAYED
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Standard Plans

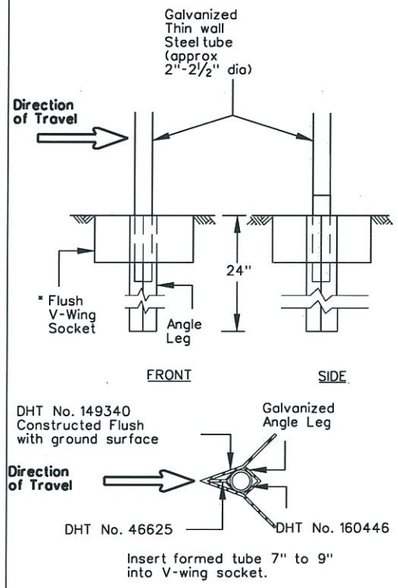
Texas Department of Transportation
Maintenance Division

MAILBOX BRACKET CONNECTING DETAILS

MB-11(1)

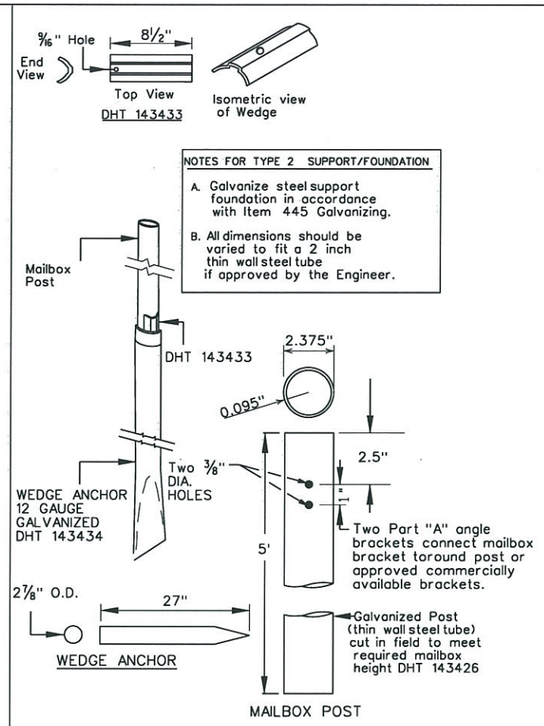
Sheet 2 of 4

FILE: MB10(1).DGN	DN: JEO	CK: LJB	DW:	CK: RDB	NEC:	
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT			SHEET
REVISIONS	21	6				95
02/02/05	COUNTY		CONTROL	SECT	JOB	HIGHWAY
06/08/05: Added general note numbers 5 & 7. Sheet & title block renumbered.)1)16/05:Deleted sheet4.	HIDALGO		0921	02	323	MILE 2
10/28/2009 added sheet 4						
08/02/05: Added Maximum weight for typical mailbox size.						
10/08/2009:Added Accessibility stds note						
10/9/2009 Added new mailboxpost						



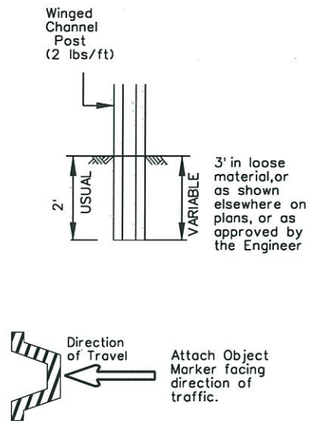
TYPE 1 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ V-LOC ANCHORAGE



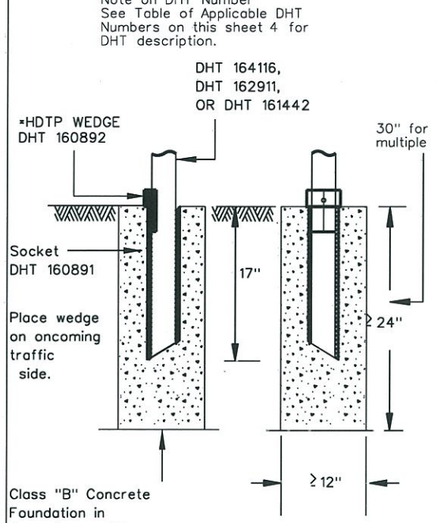
TYPE 2 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ WEDGE ANCHOR SYSTEM



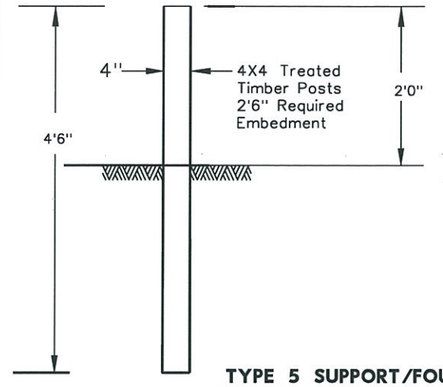
TYPE 3 SUPPORT/FOUNDATION

WINGED CHANNEL POST



TYPE 4 SUPPORT/FOUNDATION

FOR WHITECOATED STEEL POST, MULTIPLE POST, AND RECYCLED RUBBER.

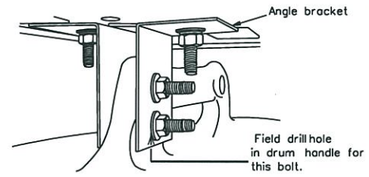


TYPE 5 SUPPORT/FOUNDATION

FOR ONE PIECE MOLDED PLASTIC MAILBOX

ONE PIECE MOLDED PLASTIC MAILBOXES

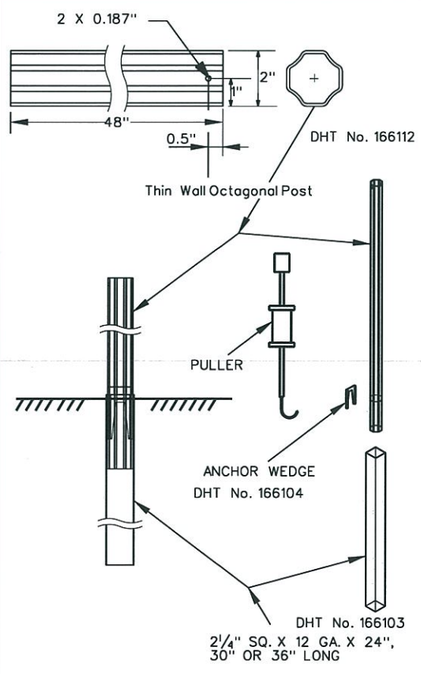
Molded Plastic Mailboxes shall be installed on 4"x4" treated timber posts only. The use of steel pipe or structural tubing in place of timber post is prohibited.



Placed on approved plastic drum as shown in the Compliant Work Zone Traffic Control Devices (CWZTCD).
Existing attachment hardware shall be used unless damaged. Damaged hardware shall be replaced.

TYPE 6 TEMPORARY MAILBOX SUPPORT

CONNECTION DETAIL



TYPE 7 MAILBOX SUPPORT/FOUNDATION

CONNECTION DETAIL

MB-(X) ASSM TY (XXX) (X) (XX) (OPTIONAL)

Type of Mailbox
- S = Single
- D = Double
- M = Multiple
- SP = Single Plastic

Type of Post
- WC = Winged Channel Post
- RR = Recycled Rubber
- TWW = Thin Walled White Tubing
- TWG = Thin Walled Galvanized Tubing
- TIM = Timber

Type of Foundation
- Ty 1 = V-Loc
- Ty 2 = Wedge Anchor Steel System
- Ty 3 = Winged Channel post
- Ty 4 = Wedge Anchor Plastic System
- Ty 5 = 4 X 4 Post
- Ty 7 = Wedge Anchor

Type of Bracket
- AB = Angle Bracket.
- TB = 2.375" Tube Bracket

GENERAL NOTES
1. Erect post plumb or vertical.
2. When galvanized part is required galvanize in accordance with Item 445.
3. type 1, 2, 3, 4 or 7 supports or foundation can be used for single or double mailbox installations. The RCR post should be used only for a single installation with a small mailbox. The Type 5 support/foundation is used for the single molded plastic mailbox. The Type 4 support/foundation is used for the 2.375" O.D. RR post, thin wall steel post, and white multiple mailbox post.
4. The Type 1 or type 7 support/foundation can be used for a multiple mailbox mount.
5. The Type 4 support should be used with thin wall steel pipe for the medium, large and double mailbox installations.
6. Use a concrete footing as shown or when directed. Concrete footing will be required when soils do not hold the support/foundations in a stable condition.

DOUBLE AND LARGE MAILBOXES MUST BE ON STEEL POST.

*HDTP: High density thermoplastic polyesters

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REVISIONS
08/08/05: Added general note numbers 6 & 7. Sheet & title block renumbered. 11/16/05: Deleted sheet4.
08/03/06: Added DHT table, Mailbox descriptive codes and bid items.
10/9/2009 Added new mailboxpost
10/28/2009: Moved DHT table to sheet 4 deleted general notes 7 & 8

Standard Plans

Texas Department of Transportation
Maintenance Division

MAILBOX SUPPORT/ FOUNDATION

Sheet 3 of 4

MB-11(1)

FILE: MB10(1).DGN	DN: JEO	CK: LJB	DW: JEO	CK: RDB	NEG:	
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT			SHEET
REVISIONS 01/07/2011: Added note 7 for mailboxes installed in areas with sidewalks.	21	6				96
	COUNTY		CONTROL	SECT	JOB	HIGHWAY
	HIDALGO		0921	02	323	MILE 2

TABLE OF APPLICABLE DHT NUMBERS	
DHT NUMBER	DESCRIPTION
FOUNDATIONS	
46625	WEDGE FOR V-WING SOCKET FOR TYPE 1 FOUNDATION
149340	V-WING SOCKET FOR TYPE 1 FOUNDATION
143433	WEDGE FOR TYPE 2 FOUNDATION
143434	ANCHOR FOR TYPE 2 FOUNDATION
166103	ANCHOR FOR TYPE 7 FOUNDATION
160891	SOCKET FOR TYPE 4 FOUNDATION
160892	WEDGE FOR TYPE 4 FOUNDATION
166104	WEDGE FOR TYPE 7 FOUNDATION
POSTS	
4289	WINGED CHANNEL MAILBOX POST
149339	MULTIPLE MAILBOX POST (GALVANIZED TUBING)
164116	MULTIPLE MAILBOX POST (WHITE COATED)
166114	MULTIPLE MAILBOX POST (WHITE COATED OCTAGONAL)
166153	MULTIPLE MAILBOX POST (GALVANIZED OCTAGONAL)
161442	RECYCLED RUBBER POST. FOR SMALL MAILBOX ONLY
143426	THIN-WALL GALVANIZED STEEL TUBE 2.375" OUTER DIAMETER
162911	THINWALL WHITE STEEL TUBE 2.375" OUTER DIAMETER
166152	SINGLE OR DOUBLE THIN-WALL MAILBOX POST GALVANIZED 2" OCTAGONAL
166112	SINGLE OR DOUBLE THIN-WALL MAILBOX POST WHITECOATED 2" OCTAGONAL
REFLECTIVE SHEETING	
161812	REFLECTIVE SHEETING FOR EMERGENCY LOCATION NUMBER PANEL
CONNECTING HARDWARE	
2917	ANGLE BRACKET USED FOR TEMPORARY MAILBOX SUPPORT
166105	BRACKET FOR SINGLE MOUNTING OF MAILBOXES (MOUNTING KIT)
3789	PLATE FOR DOUBLE MOUNTING OF MAILBOXES
166108	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES (MOUNTING KIT)
166111	BRACKET FOR MULTIPLE MOUNTING OF MAILBOXES (MOUNTING KIT)
148939	BRACKET FOR ATTACHING SMALL OR MEDIUM SIZE MAIL BOX
148938	EXTENDER TO BRACKET FOR ATTACHING LARGE MAILBOX
159489	ANGLE BRACKET PART A
159490	ANGLE BRACKET PART B
162323	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES ON THINWALL STEEL POST, GALVANIZED OR POWDERCOATED.
161443	BRACKET FOR ATTACHING MAILBOX TO RECYCLED RUBBER POST AND TO MULTIPLE WHITE MAILBOX POST
158358	CASTING (NEWSPAPER RECEPTACLE BRACKET)
163731	U-BOLT (NEWSPAPER RECEPTACLE BRACKET)

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1 2

Standard Plans

Texas Department of Transportation
Maintenance Division

TABLE OF DHT NUMBERS

Sheet 4 of 4

MB-11(1)

FILE: MB10(1).DGN	DN: JEO	CK: LJB	DW: JEO	CK: RDB	NEG:	
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	HIDALGO		0921	02	323	MILE 2

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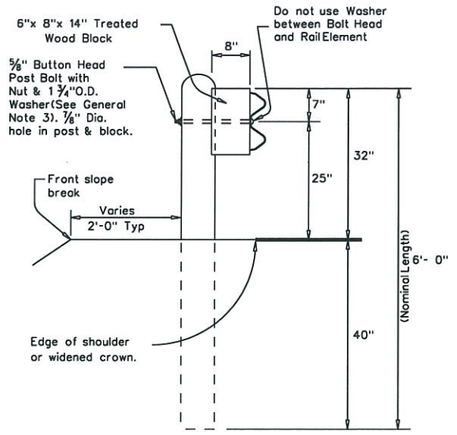
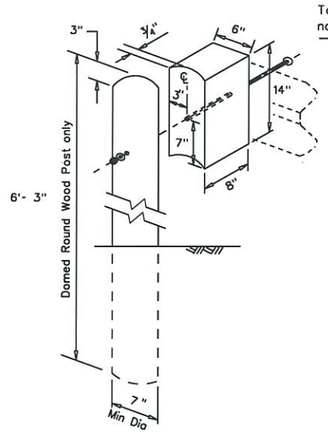
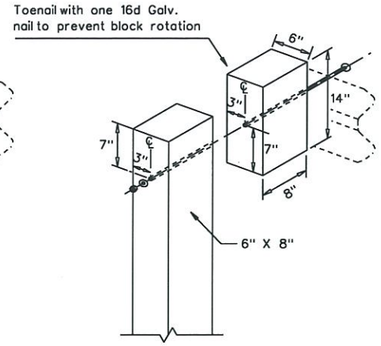


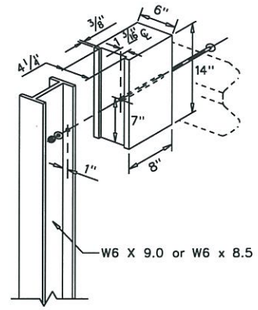
TYPICAL POST



WOOD BLOCK TO ROUND WOOD POST



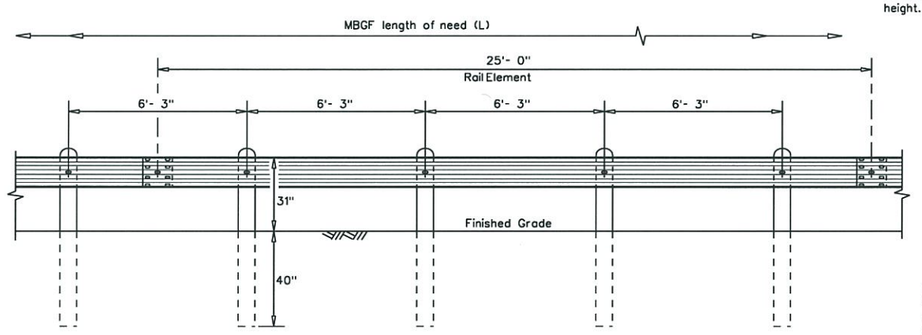
WOOD BLOCK TO RECTANGULAR WOOD POST



WOOD BLOCK TO STEEL POST

GENERAL NOTES

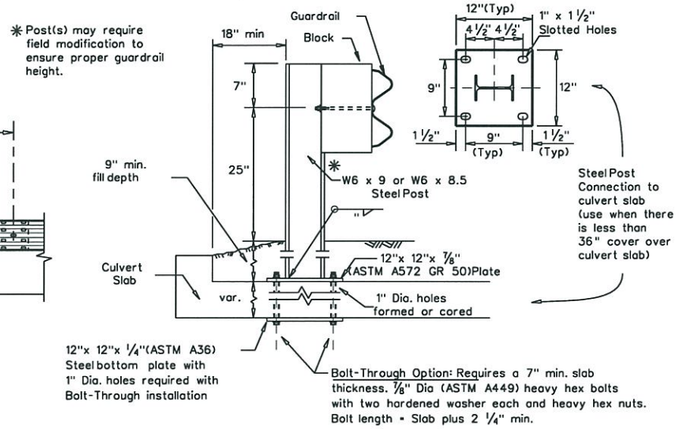
1. The type of post (round wood post, rectangular wood post, or steel post) will be as shown in the plans. The exact position of MBGF shall be shown in the plans or as directed by the Engineer. Steel posts to be galvanized in accordance with Item 445, "Galvanizing."
2. Rail element shall meet the requirements of Item 540,"Metal Beam Guard Fence" except as modified in the plans. The Contractor may furnish rail elements of 25'- 0", or 12'- 6" (nom.) lengths. Rail elements may have slotted holes at 3'-1½" C-C or 6'-3" C-C. A special length of rail may be manufactured to accommodate the downstream anchor terminal (DAT) and the transition sections of guardrail.
3. Button head "post" bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and Type A (1 ¾" O.D.)washer and not more than 1" beyond it. Button head "splice" bolts (ASTM A307) are 5/8" x 1 ¼" (or 2" long at triple rail splices) with a 5/8" double recessed nut (ASTM A563). Thrie beam "connection" 7/8" dia. (ASTM A325) hex bolts shall be of sufficient length to extend through the full thickness of the rail, washers, and nuts.
4. Fittings (bolts, nuts, and washers) shall be galvanized in accordance with Item 445, "Galvanizing." Fittings shall be subsidiary to the bid item.
5. Crown shall be widened to accommodate the Metal Beam Guard Fence.
6. The lateral approach to the guard fence, shall have a maximum slope of 1V:10H.
7. If shown elsewhere in the plans or as directed by the Engineer, the guard fence may be flared at a rate of 25:1 or flatter.
8. Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be positioned so that the face of curb is located directly below or behind the face of the rail. Rail placed over curbs shall be installed so that the post bolt is located approximately 25 inches above the gutter pan or edge of shoulder.
9. If solid rock is encountered within 0 to 18" of the finished grade, drill a 22" dia. hole, or drill two 12" dia. front to back overlapping holes, 24" into the rock. If solid rock is encountered below 18",drill a 12" dia. hole, 12" into the rock or to the standard embedment depth, whichever maybe less. Any excess post length, after meeting these depths, may be field cut to ensure proper guardrail mounting height. Backfill with a cohesionless material.
10. Posts shall not be set in concrete, of any depth.
11. Special fabrication will be required at installations having a curvature of less than 150 ft. radius.
12. Unless otherwise shown in the plans, a composite material post and/or block that meets the requirements of DMS-7210,"Composite Material Posts and Blocks for Metal Beam Guard Fence" may be substituted for posts and/or blocks of similar dimensions. The Construction Division, TxDOT maintains a Material Producer List (MPL) for producers of materials conforming to DMS-7210. Only producers on the MPL may furnish composite material posts and/or blocks.
13. For posts located partially or wholly between precast box culvert units, the use of a cast-in-place concrete closure between boxes is required. See Detail "A" on Bridge Standard SCP-MD.



ELEVATION
MID-SPAN RAIL SPLICE

Showing a 25'- 0" section of W-Beam rail, 12'- 6" rail sections may also be supplied (See General Note 2)

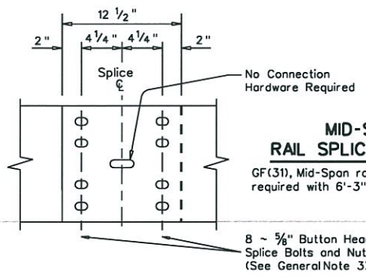
Direction of Traffic



LOW FILL CULVERT POST

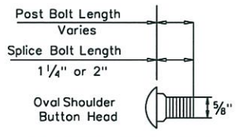
For use on culverts up to 50 ft. in length. Culverts of 25 ft. or less, See GF(31)LS standard for "Long Span" option.

Epoxy Note:
Epoxy Anchor Option: This option may only be used if the culvert slab is 8" min. thick. Threaded anchor rods must be 7/8" Dia. ASTM A449 or A193 Grade B7 with heavy hex nut, and one hardened washer each. Embed anchor rods 6" with Hilti HIT RE 500 epoxy adhesive. Other Type III Class C epoxy adhesives meeting the requirements of DMS-6100, "Epoxies and Adhesives", may be used if it can be demonstrated that they meet or exceed the strength of Hilti HIT RE 500 with the same embedment depth and threaded rod dia. Follow the manufacturer's requirements for installing epoxied threaded rods. Extend rods 1/4" min. beyond nut.



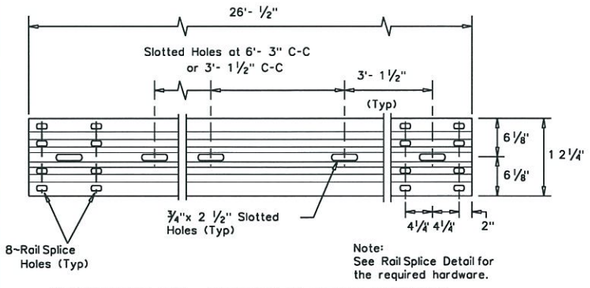
MID-SPAN
RAIL SPLICE DETAIL

GF(31), Mid-Span rail splices are required with 6'-3" post spacings.



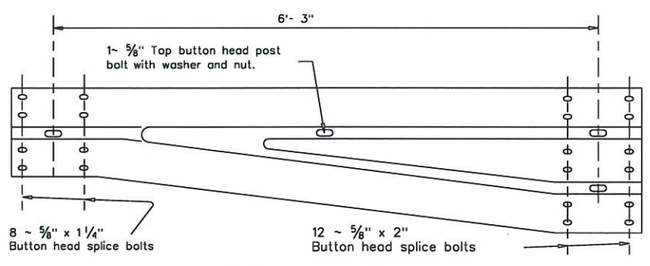
BUTTON HEAD BOLT

Post and Splice Bolts (See General Note 3)



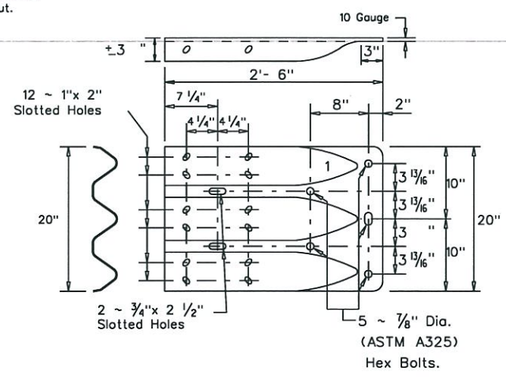
ELEVATION 25'- 0"(NOM.) W-BEAM SECTION

12'- 6" rail sections may also be supplied (See General Note 2)



NON-SYMMETRICAL TRANSITION
FROM W-BEAM TO CONCRETE RAIL (10 GA.)

(See GF(31)DAT for Downstream Connection to Concrete Rail)



THRIE-BEAM TERMINAL CONNECTION (10 GA.)

(See General Note 3 for required hardware)

Texas Department of Transportation

Design Division Standard

METAL BEAM GUARD FENCE

GF(31)-11

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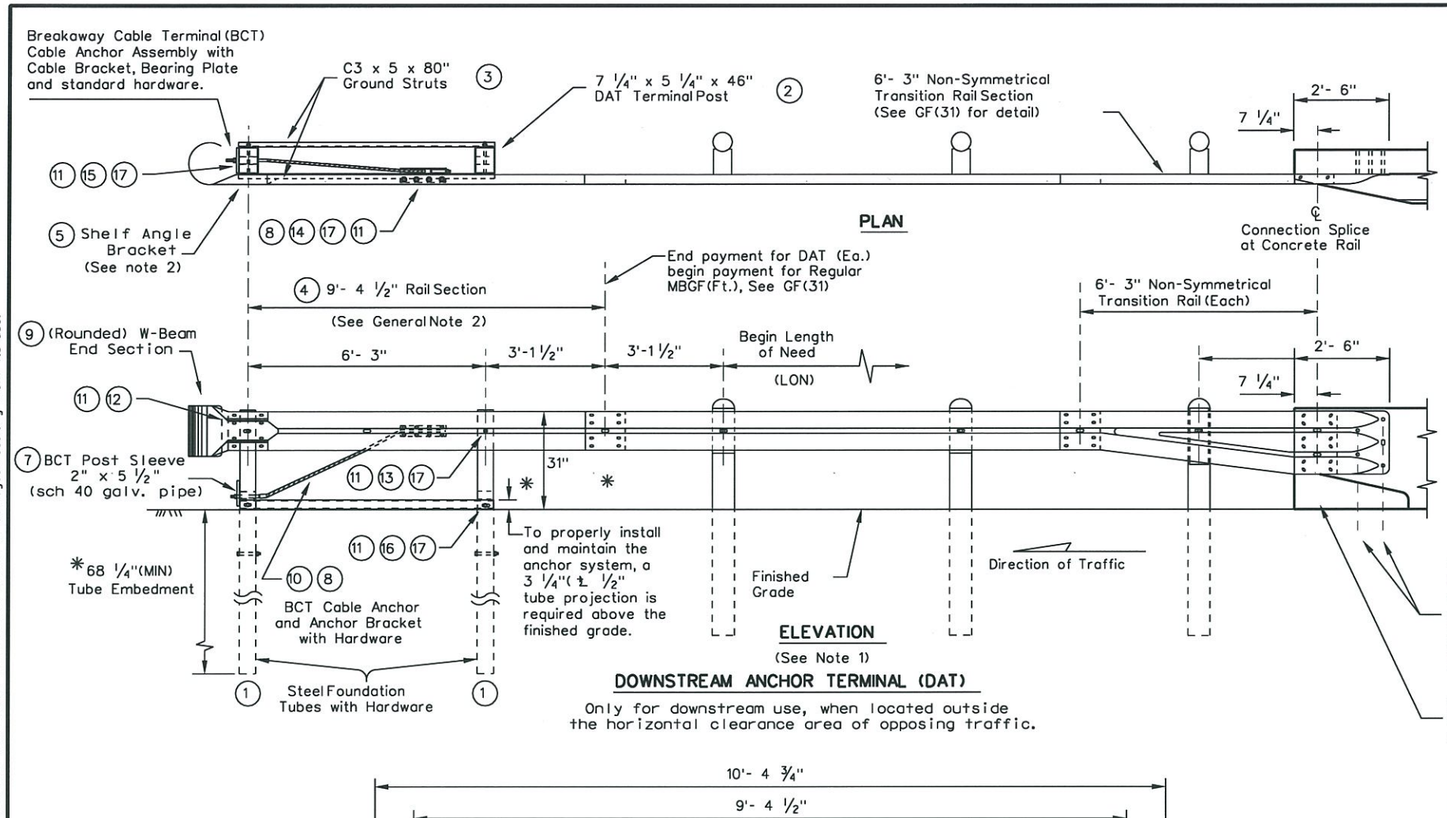
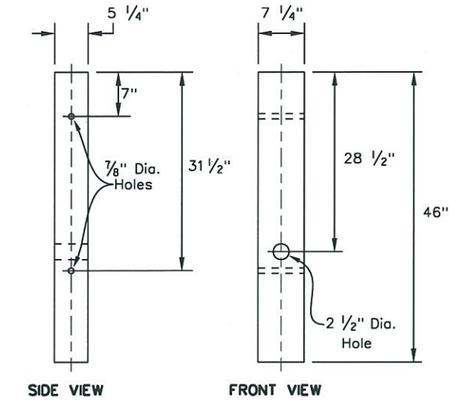
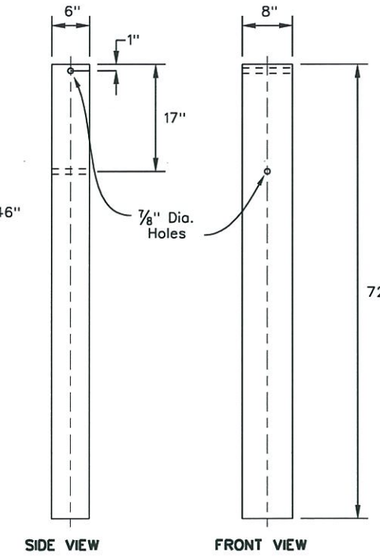




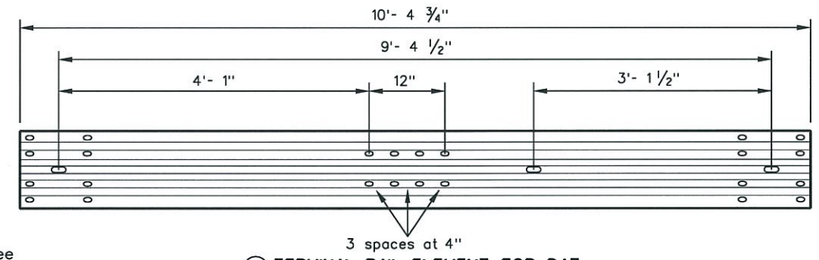


5 ~ 7/8" Dia.(ASTM A325 or A449) Heavy Hex Head Bolts, with two 1 3/4"O.D. washers under each head and nut. Bolts shall be of sufficient length to extend through the full thickness of the rail, washer, and nut. Install with bolt heads on traffic face.

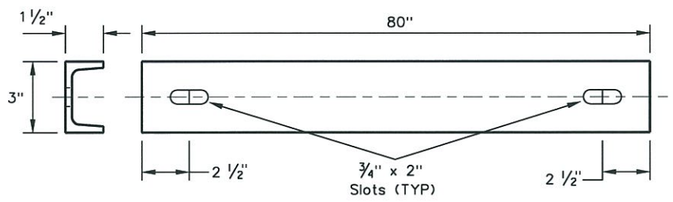
Chamfer required on concrete rails that extend beyond the face of the guardrail transition.

Terminal Connection Note
To ensure a stable connection. (12) Rectangular Washers (FWR03) are required under the recessed nuts at the Terminal Connection splice.

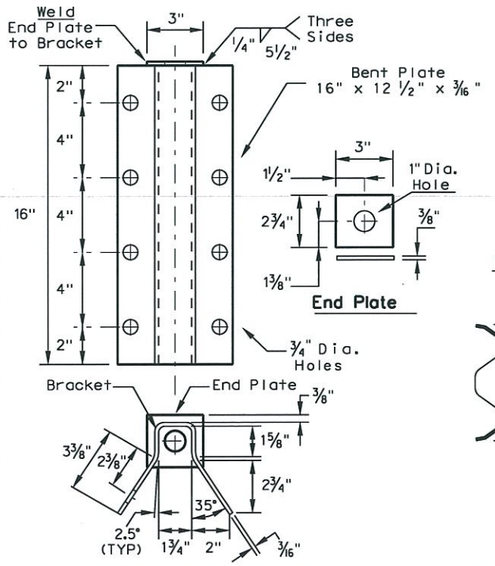
#	(DAT) PARTS LIST	QTY.
(1)	Steel Foundation Tube	2
(2)	DAT Terminal Post	2
(3)	Channel Strut	2
(4)	Terminal Rail Element	1
(5)	Shelf Angle Bracket	1
(6)	BCT Bearing Plate	1
(7)	BCT Post Sleeve	1
(8)	Guardrail Anchor Bracket	1
(9)	(Rounded)W-Beam End Section	1
(10)	BCT Cable Anchor	1
(11)	Recessed Nut, Guardrail	20
(12)	1 1/4" Button Head Bolt	4
(13)	10" Button Head Bolt	2
(14)	5/8" x 2" Hex Head Bolt	8
(15)	5/8" x 8" Hex Head Bolt	4
(16)	5/8" x 10" Hex Head Bolt	2
(17)	5/8" Flat Washer	18



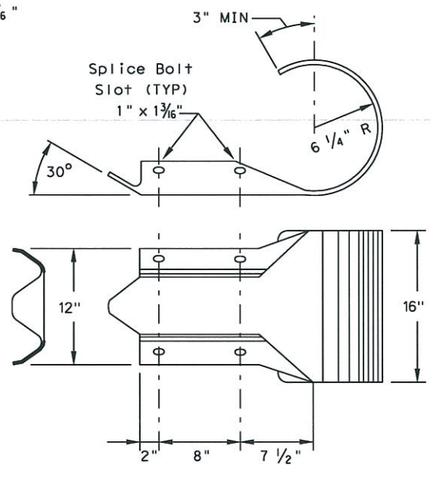
(4) TERMINAL RAIL ELEMENT FOR DAT



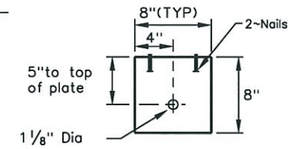
(3) CHANNEL STRUT
C3 x 5 x 80",Grade A36



(8) GUARDRAIL ANCHOR BRACKET

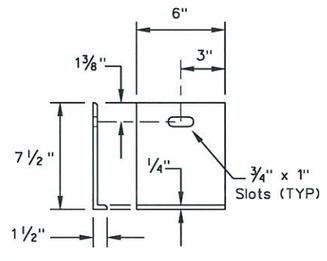


(9) W-BEAM END SECTION (ROUNDED) (12 GA.)



Note: Drive nails and bend over to prevent plate rotation

(6) BEARING PLATE
8"x 8"x 5/8" P L



(5) SHELF ANGLE BRACKET

GENERAL NOTES

1. The DAT detail shown is the minimum Length of Need (LON) for a DAT connected to a concrete rail.
2. The rail section at the end post is supported by the Shelf Angle Bracket. The rail element is not attached to the end post.
3. The foundation tubes shall not project more than 3 3/4" above the finished grade.
4. All hardware for DAT shall be ASTM A307 unless otherwise shown.
5. Refer to GF(31) sheet for terminal connection details.

MOW STRIP INSTALLATION

If a mow strip is required with the DAT installation the leave-out area around the steel foundation tubes and the two channel struts may be omitted. This will require a full pour at the foundation tubes.

Texas Department of Transportation

Design Division Standard

METAL BEAM GUARD FENCE
(Downstream Anchor Terminal)
GF(31)DAT-11

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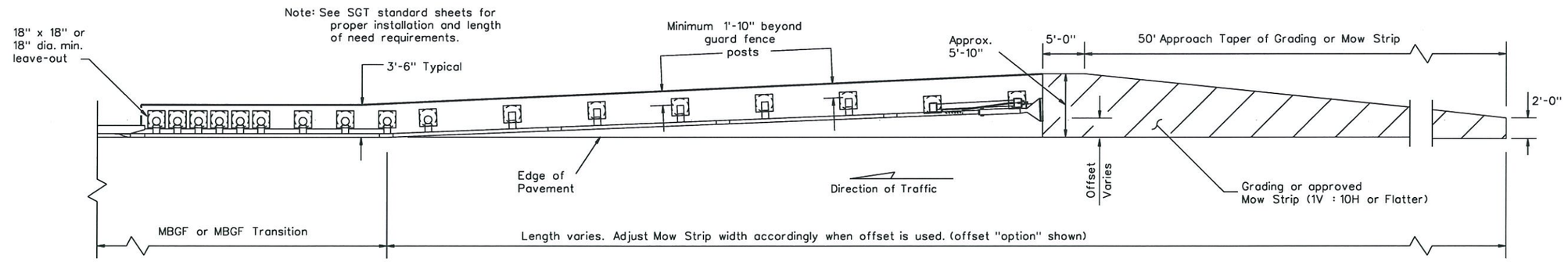
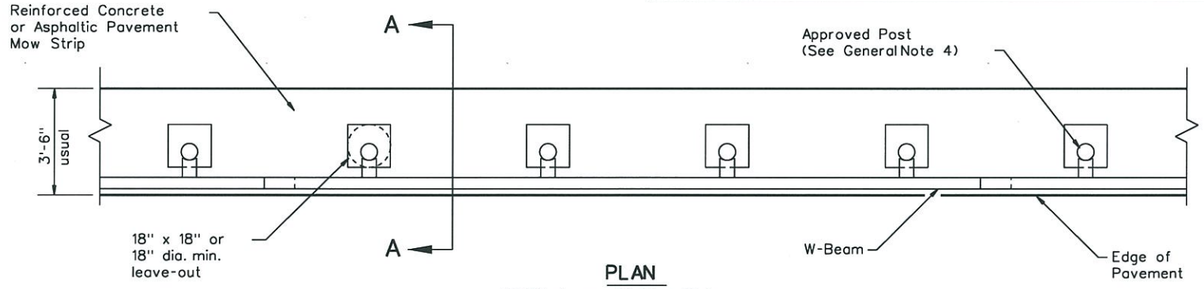
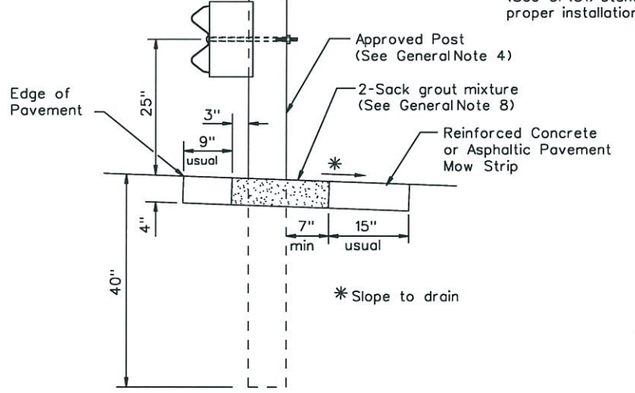


GRADING AND MOW STRIP AT GUARDRAIL END TREATMENTS



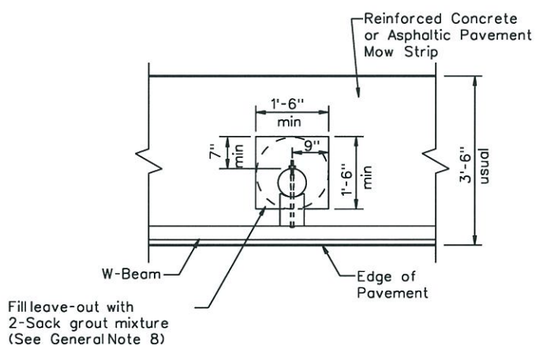
PLAN

GF(31) shown with Mow Strip
(See GF(31) standard sheet for
proper installation)



SECTION A-A

Typical



MOW STRIP DETAIL

Reinforced Concrete or Asphaltic
Pavement Mow Strip with 18" x 18"
or 18" dia. minimum leave-out.

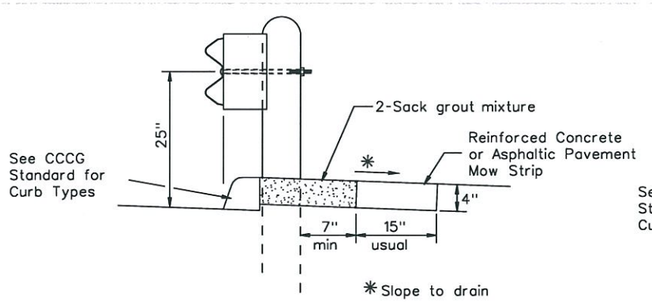
Note: Site Condition(s)

Site conditions may exist where grading is required for the proper installation of metal guard fence and end treatments.

Approach grading or mow strip may be decreased or eliminated, as directed by the Engineer.

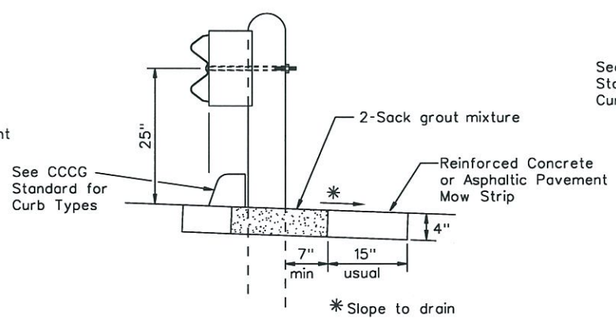
GENERAL NOTES

1. This mow strip design is for use with metal beam guard fence, guard fence transitions, and guard fence end treatments (See SGT standards for proper SGT installation).
2. Mow strips shall be asphaltic pavement or reinforced concrete (wire mesh or synthetic fiber), as shown on the plans and will be paid for under the pertinent bid item. Asphaltic pavement shall meet the requirements of the item, and be placed in accordance with the pertinent bid item as shown in the plans. Reinforced concrete shall be placed in accordance with Item 432, "Riprap." The use of the synthetic fiber in lieu of steel reinforcing is acceptable, provided the fiber producer is on the Department Material Producer List (MPL), maintained by TxDOT, Construction Division.
3. The leave-out behind the post shall be a minimum of 7".
4. The type of approved post will be as shown in the plans. See the applicable standard sheets for additional details and information.
5. Other curb placement options may be used. Curbs are not considered part of the mow strip and will be paid for under other pertinent bid item.
6. Thickness of the mow strip will be 4".
7. The limits of payment for asphaltic pavement or reinforced concrete will include leave-outs for the posts.
8. The leave-outs shall be filled with no more than a 2-sack grout mixture and placed in accordance with Section 421.2.F, "Mortar and Grout." Payment for furnishing and placing the grout mixture will be subsidiary to the pay item of asphaltic pavement or reinforced concrete.



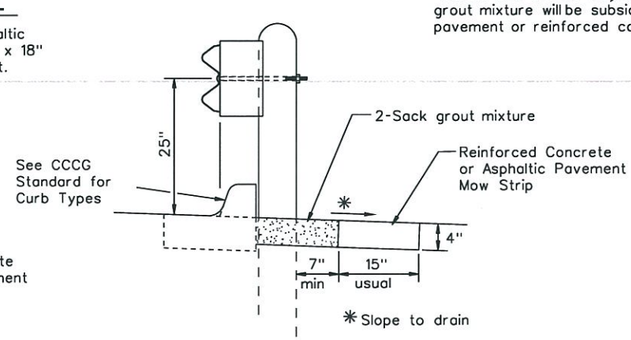
CURB OPTION (1)

This option will increase the post embedment through out the system.



CURB OPTION (2)

Curb shown on top of mow strip



CURB OPTION (3)

Texas Department of Transportation

Design Division Standard

METAL BEAM GUARD FENCE

(MOW STRIP)

GF(31)MS-11

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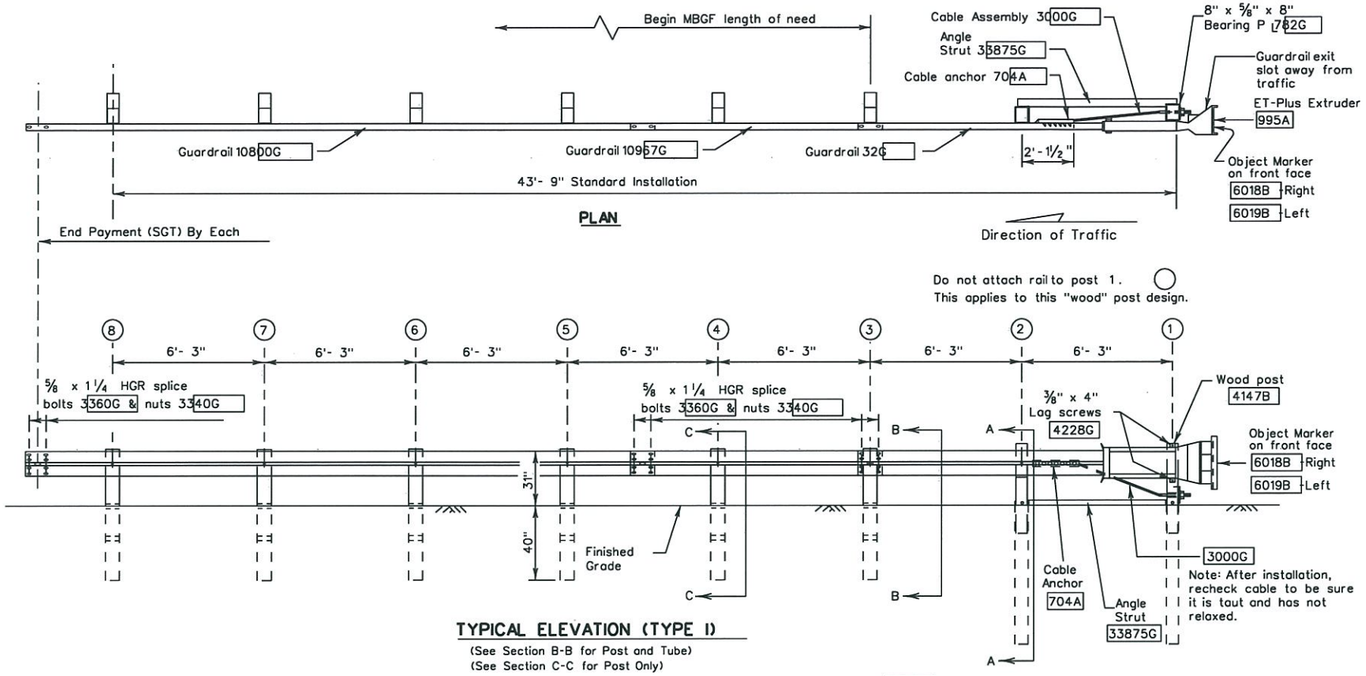
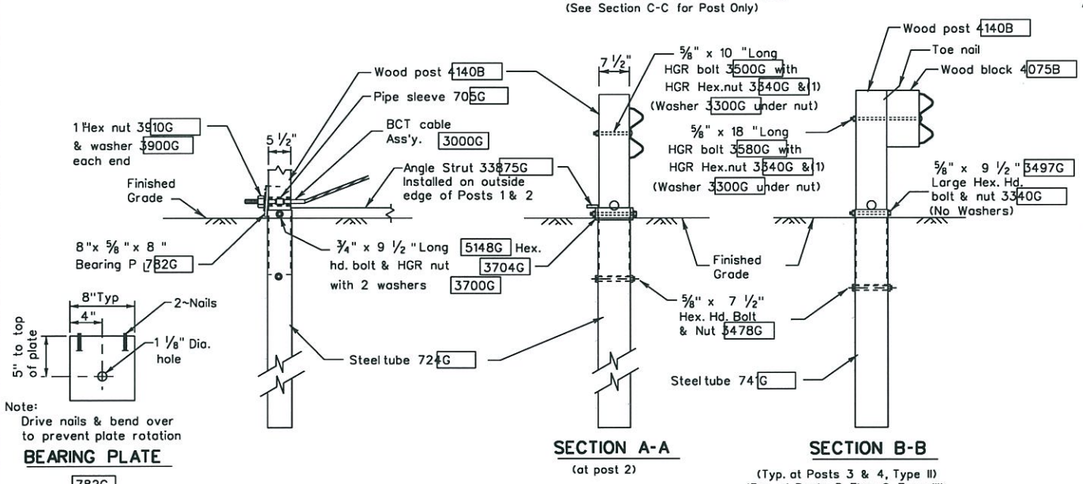


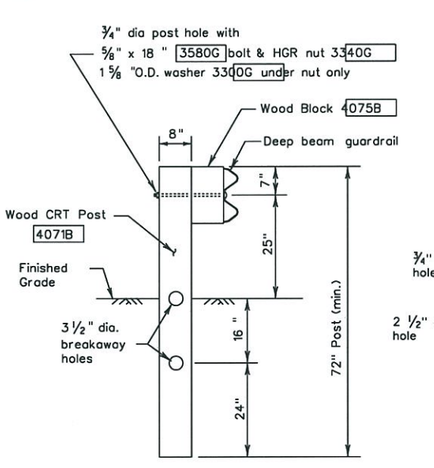
TYPICAL ELEVATION (TYPE I)

(See Section B-B for Post and Tube)
(See Section C-C for Post Only)

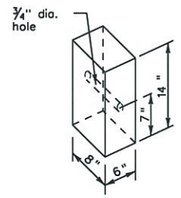


SECTION A-A
(at post 2)

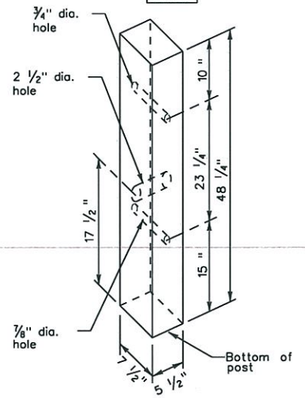
SECTION B-B
(Typ. at Posts 3 & 4, Type II)
(Typ. at Posts 3 Thru 8, Type III)



SECTION C-C
(Typ. at post only positions)



WOOD BLOCK
4075B

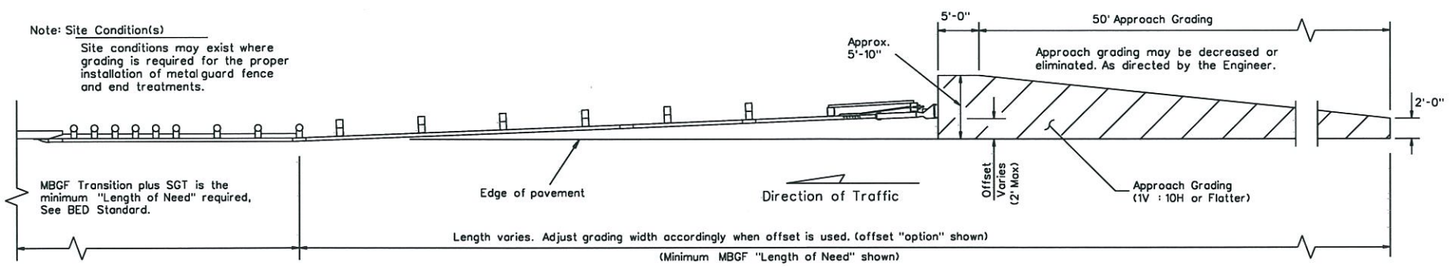


All measurements should be taken from bottom of posts.

WOOD POST
4140B

POST & TUBE OPTIONS		
Type I Posts 1 thru 2	○	○
Type II Posts 1 thru 4	○	○
Type III Posts 1 thru 8	○	○

Note: Site Condition(s)
Site conditions may exist where grading is required for the proper installation of metal guard fence and end treatments.



GRADING AT GUARDRAIL END TREATMENTS

GENERAL NOTES

1. For additional information contact: Trinity Highway Products, 1-800-527-6050.
2. The Type of SGT unit will be specified elsewhere in the plans. Numbers in circles indicate post position. The Type of SGT unit chosen is a maintenance consideration and does not affect the systems performance.

Post & Tube Options	Post Only
Type I Posts 1 thru 2	Posts 3 thru 8
Type II Posts 1 thru 4	Posts 5 thru 8
Type III Posts 1 thru 8	

3. SGT's placed within the "minimum" 150 ft. radius, shall be installed straight. Standard rail elements may be installed within the radius, without special fabrication.
4. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
5. A flare rate of 25:1 may be used to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations, if directed by the Engineer.
6. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
7. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
8. If solid rock is encountered. See the manufacturer's installation manual for the proper installation guidance.
9. The breakaway cable assembly must be taut. A locking device,(vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
10. The wood blocks shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
11. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed as directed by the Engineer.
12. An object marker shall be installed on the front of the impact head as detailed on D&OM(VIA).
13. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Code #	POST & TUBE OPTIONS Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
32G	1	1	1	Guardrail (12 Ga) at 12'- 6" (ANC)
10967G	1	1	1	Guardrail (12 Ga) at 9'- 4 ½"
10800G	1	1	1	Guardrail (12 Ga) at 25'- 0"
724G	2	2	2	Steel Tube - 6"x 8"x 72"x ⅛" min
741G	0	2	6	Steel Tube - 6" x 8" x 54" x ⅛" min
4140B	2	4	8	Wood Posts - 5 ½ "x 7 ½ " x 48 ¼"
4071B	6	4	0	Wood CRT Posts - 6 x" 8 x" 72 "
4075B	6	6	6	Wood Block - 6 x"8 x"14 "
705G	1	1	1	Pipe Sleeve - 2 std. pipe x 5 ½ "
782G	1	1	1	Bearing Plate - 8 x 8' x ⅝ "
704A	1	1	1	Cable Anchor Bracket
3000G	1	1	1	Cable Assembly (¾ x"78) "
33875G	1	1	1	Angle Strut
995A	1	1	1	ET-Plus Extruder
5148G	2	2	2	¾" x 9 ½" Hex Hd (Top of tubes 1&2)A325
3300G	7	7	7	⅝ " Washers
3478G	2	4	8	⅝" x 7 ½" Hex Bolt
3500G	1	1	1	⅝" x 10 "Post Bolt (Post 2) ○
3580G	6	6	6	⅝" x 18 " Post Bolt (Posts 3 thru 8) ○
3360G	24	24	24	⅝" x 1 ¼ "Splice Bolt
3340G	33	37	45	⅝" Hex Nut
4228G	2	2	2	⅜" x 4 " Lag Screw
3910G	2	2	2	1 "Hex Nut
3900G	2	2	2	1 "Washer
6018B	1	1	1	Right - Object Marker
6019B	1	1	1	Left - Object Marker
3700G	4	4	4	¾" Washer
3704G	2	2	2	¾" Heavy Hex Nut
3497G	0	2	6	⅝" x 9 ½" Hex Hd (Top of Tubes 3-8)A307

Texas Department of Transportation

Design Division Standard

SINGLE GUARDRAIL TERMINAL (ET-31) (WOOD POST)

SGT(7)31-11

FILE: sgt73111.dgn	DN: TxDOT	CK: AM	DW: BD	CK:
©TxDOT December 2011 REVISIONS	CONT	SECT	JOB	HIGHWAY
	0921	02	323	MILE 2
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		101

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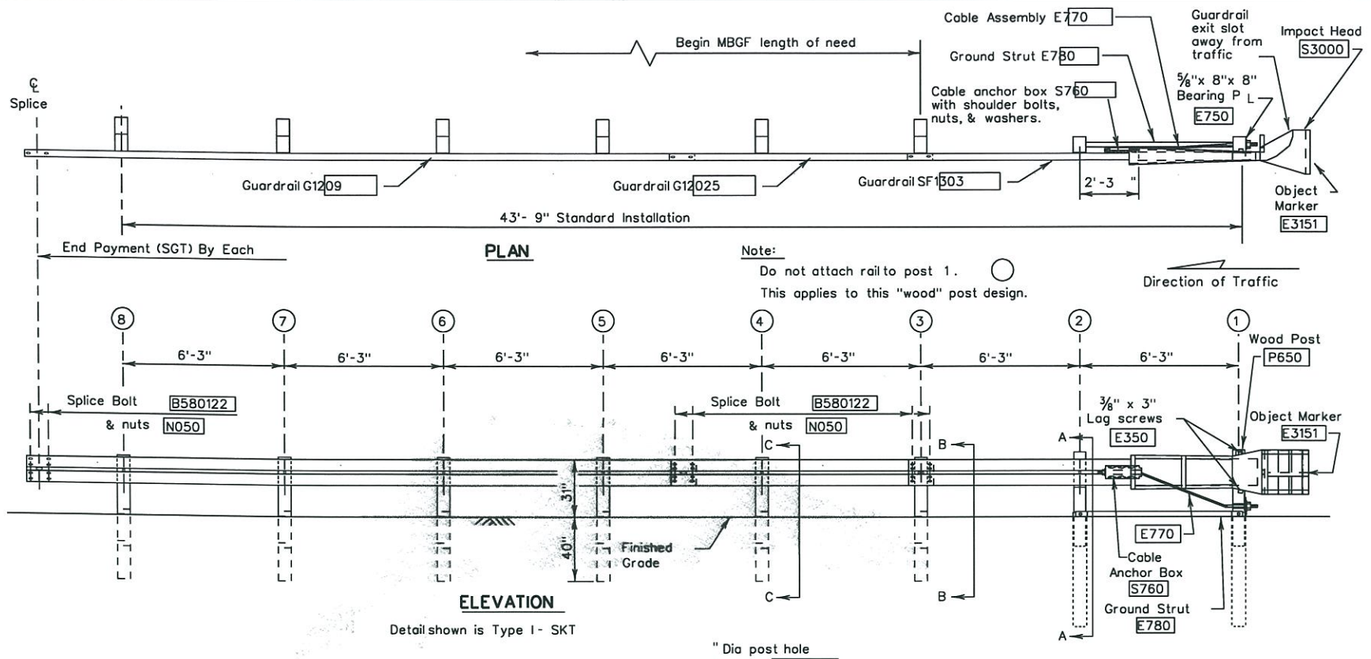
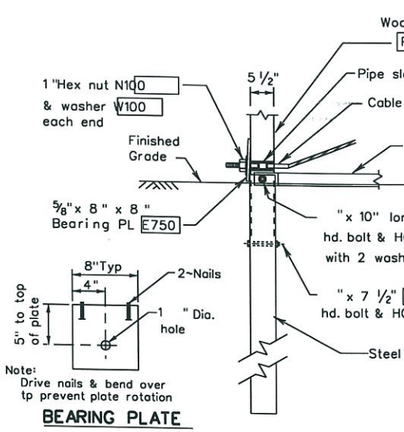
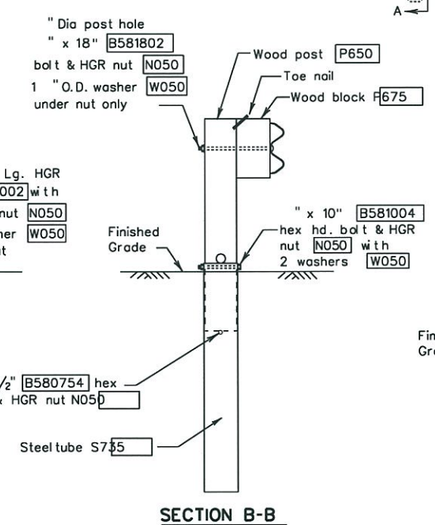
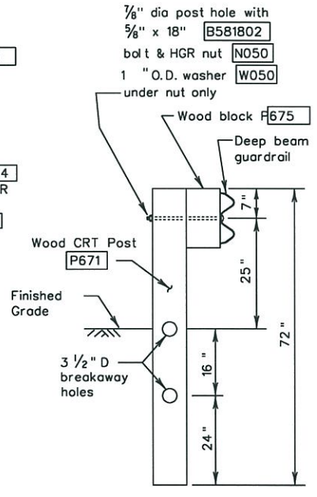
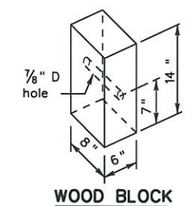
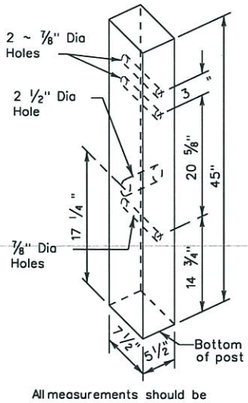












GENERAL NOTES

1. For additional information contact: Interstate Steel Inc.,(432) 263-3725.
2. The Type of SGT unit will be specified elsewhere in the plans. Numbers in circles indicate post position. The Type of SGT unit chosen is a maintenance consideration and does not affect the systems performance.

Post & Tube Options		Post Only	
Type I Posts	1 thru (U) 2	(P)osts 3 thru (8)	○
Type II Posts	1 thru (U) 4	(P)osts 5 thru (8)	○
Type III Posts	1 thru (U) 8	○	

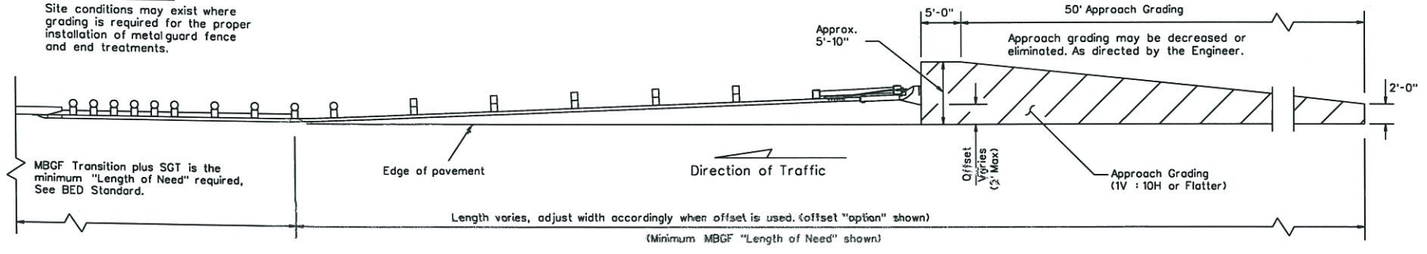
3. SGT's placed within the "minimum" 150 ft. radius, shall be installed straight. Standard rail elements may be installed within the radius, without special fabrication.
4. All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
5. A flare rate of 25:1 may be used to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations, if directed by the Engineer.
6. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
7. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material, must be satisfactorily compacted to prevent tube settlement.
8. If solid rock is encountered. See the Manufacturer's installation manual for the proper installation guidance.
9. The breakaway cable assembly must be taut. A locking device,(vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
10. The wood blocks shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks. The bearing plate on the front post shall also be "toe nailed" to prevent rotation.
11. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed as directed by the Engineer.
12. An object marker shall be installed on the front of the impact head as detailed on D&OM(VIA).
13. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the outlet side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Code #	POST & TUBE OPTIONS Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
S1303	1	1	1	Guardrail (12 Ga.) 12'- 6" SKT Panel
G12025	1	1	1	Guardrail (12 Ga.) 9'- 4 ½"
G1209	1	1	1	Guardrail (12 Ga.) 25'- 0"
S730	2	2	2	Steel Tube - 6" x 8" x 72" x ⅛"
S735	0	2	6	Steel Tube - 6" x 8" x 54" x ⅛"
P650	2	4	8	Wood Post - 5 ½" x 7 ½" x 45"
P671	6	4	0	Wood CRT Posts - 6 "x 8 " x 72 "
P675	6	6	6	Wood Block - 6" x 8" x 14"
E740	1	1	1	Pipe Sleeve - 2 Std. Pipe x 5 ½"
E750	1	1	1	Bearing Plate - x 8' x 8' "
S760	1	1	1	Cable Anchor Box
E770	1	1	1	Cable Assembly
E780	1	1	1	Ground Strut
S3000	1	1	1	Impact Head
B580754	2	4	8	⅝" x 7 ½" Hex Hd. Bolt
B581004	2	4	8	⅝" x 10" Hex Hd. Bolt (Top of Tubes)
W050	11	15	21	⅝" Washers
B581002	1	1	1	⅝" x 10 "HGR Post Bolt (Post 2)
B580122	24	24	24	⅝" x 1 ¼ 'HGR Splice Bolt
B581802	6	6	6	⅝" x 18 "HGR Post Bolt (Posts 3 thru 8 ○)
N050	33	37	45	⅝" HGR Nut (16-Spl, 7-Posts, 2-Strut)
E350	2	2	2	⅜" x 3 " Lag Screw
N100	2	2	2	1 'Hex Nut (Anchor Cable)
W100	2	2	2	1 'Washer (Anchor Cable)
SB58A	8	8	8	Cable Anchor Box Shoulder Bolts
N055A	8	8	8	½" A325 Structural Nut
W050A	16	16	16	½" A325 Structural Washer
E3151	1	1	1	Object Marker - (18 x 18) "

POST & TUBE OPTIONS	
Type I post 1 thru (U) 2	○
Type II post 1 thru (U) 4	○
Type III post 1 thru (U) 8	○

Note: Site Condition(s)
Site conditions may exist where grading is required for the proper installation of metal guard fence and end treatments.



GRADING AT GUARDRAIL END TREATMENTS

Texas Department of Transportation

Design Division Standard

SINGLE GUARDRAIL TERMINAL
(SKT-31)
(WOOD POST)
SGT(8)31-11

FILE: sgt83111.dgn	DN: TxDOT	CK: AM	DW: BD	CK:
©TxDOT December 2011	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
	DIST	COUNTY		SHEET NO.
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DATE:
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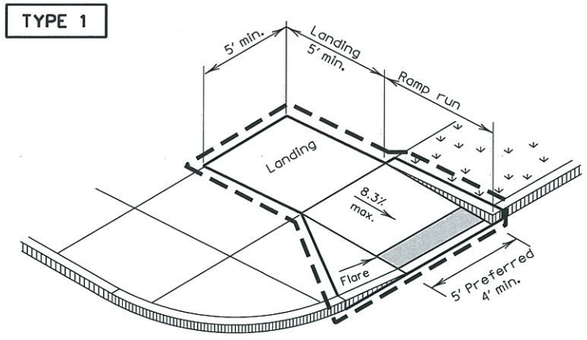
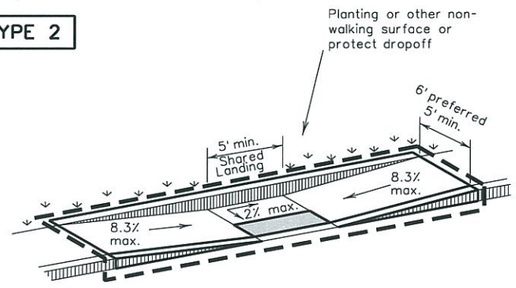
TYPE 1



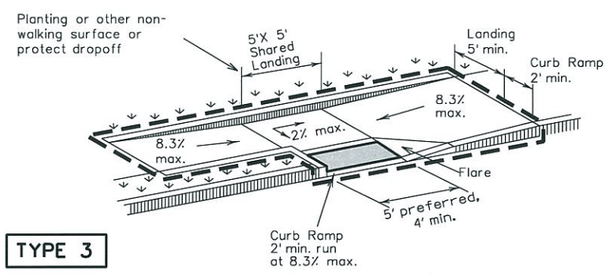
PERPENDICULAR CURB RAMP

TYPE 2

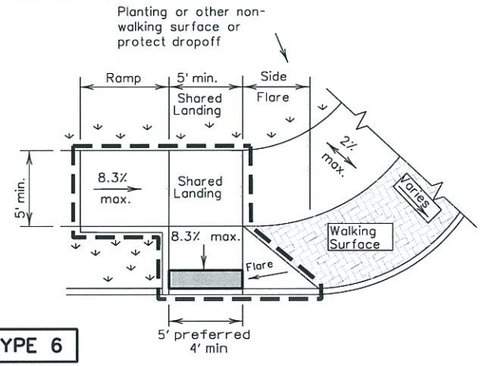


PARALLEL CURB RAMP
(Use only where water will not pond in the landing.)

TYPE 3

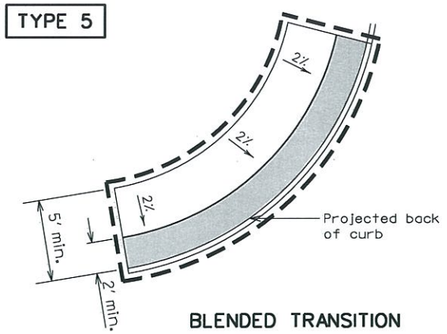


TYPE 6



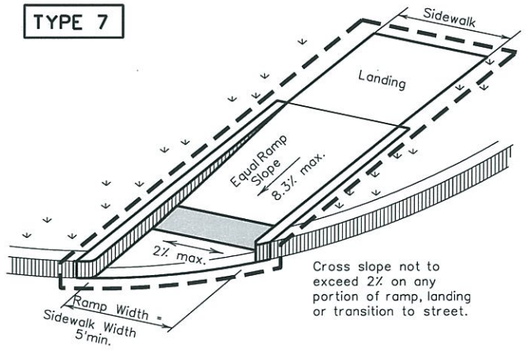
COMBINATION CURB RAMPS

TYPE 5



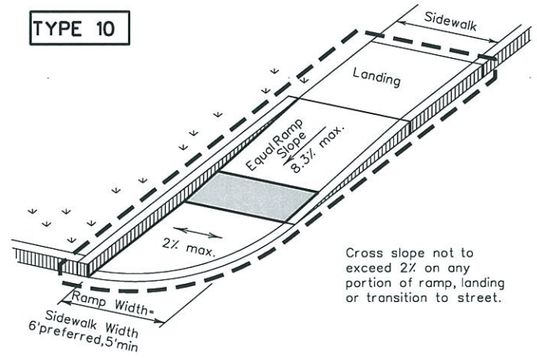
BLENDED TRANSITION

TYPE 7



(Sidewalk set back from curb)

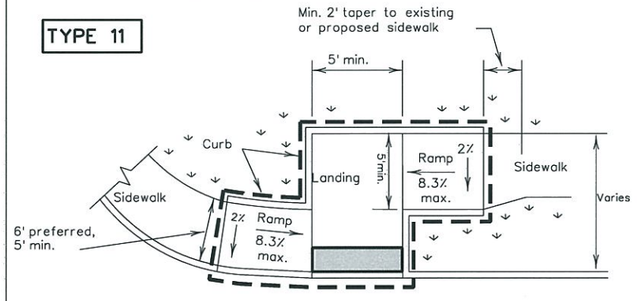
TYPE 10



(Sidewalk adjacent to curb)

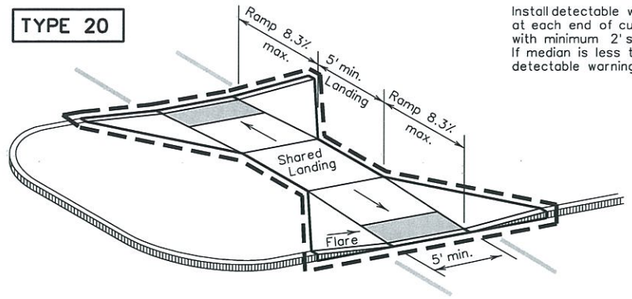
DIRECTIONAL RAMPS WITHIN RADIUS

TYPE 11



OFFSET PARALLEL CURB RAMP

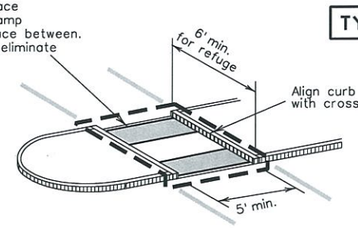
TYPE 20



Install detectable warning surface at each end of cut-through ramp with minimum 2' smooth surface between. If median is less than 6' wide, eliminate detectable warning surfaces.

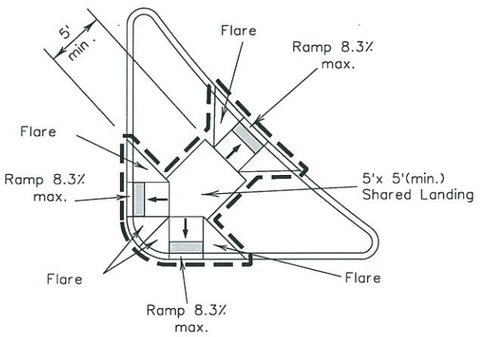
CURB RAMPS AT MEDIAN ISLANDS

TYPE 21



Curb details are shown elsewhere in the plans.

TYPE 22



COMBINATION ISLAND RAMPS

NOTES / LEGEND:

See General Notes on sheet 2 of 4 for more information.

Denotes planting or non-walking surface not part of pedestrian circulation path.

Ramp Limits of Payment

Detectable Warning Surface

SHEET 1 OF 4

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-12A

FILE: ped12a.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CK: HD		
©TxDOT March 2002	CONT	SECT	JOB		HIGHWAY	
REVISIONS	0921	02	323		MILE 2	
VP June 13, 2012	DIST	COUNTY			SHEET NO.	
	21	HIDALGO			103	

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DATE:
FILE:

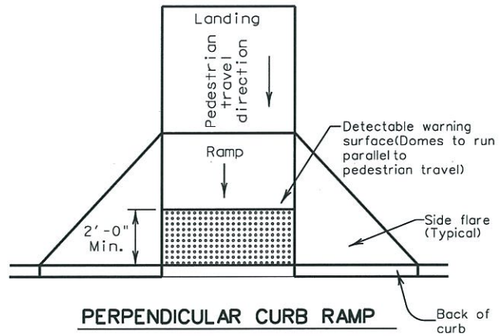
General Notes

Curb Ramps

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
4. Landings shall be 5'x 5' minimum with a maximum 2% slope in any direction.
5. Maneuvering space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
6. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 68.102.
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Handrails are not required on curb ramps. Provide curb ramps wherever on accessible route crosses (penetrates) a curb.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Provide a smooth transition where the curb ramps connect to the street.
16. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
17. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.

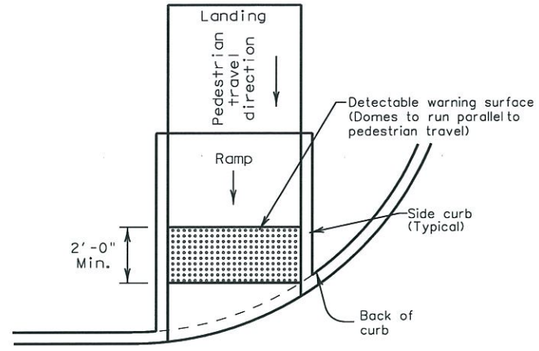
Detectable Warning Material

18. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 705 of the TAS. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
19. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
20. Detectable warning surfaces must be slip resistant and not allow water to accumulate.
21. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
22. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb. Align the rows of domes to be perpendicular to the grade break between the ramp run and the street. Detectable warning surfaces may be curved along the corner radius.
23. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.



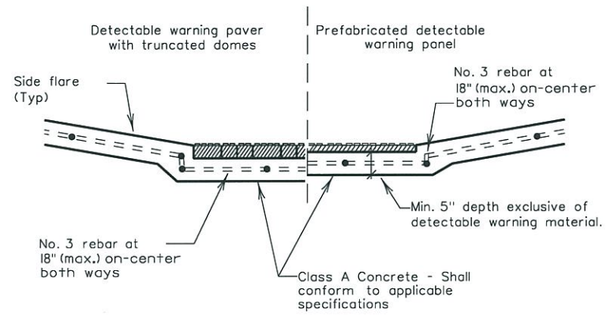
PERPENDICULAR CURB RAMP

Typical placement of detectable warning surface on sloping ramp run.

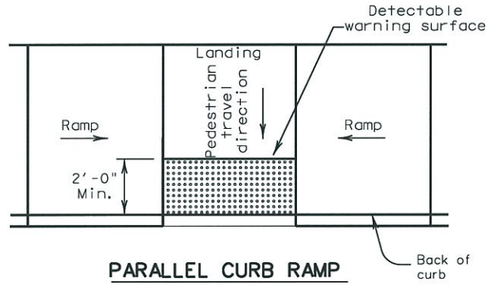


DIRECTIONAL CURB RAMP

Typical placement of detectable warning surface on sloping ramp run.



SECTION: CURB RAMP AT DETECTABLE WARNING



PARALLEL CURB RAMP

Typical placement of detectable warning surface on landing at street edge.

DETECTABLE WARNINGS

Detectable Warning Pavers

24. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
25. Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power saw.

Sidewalks

26. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within one or more reach ranges specified in TAS 308.
27. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
28. Street grades and cross slopes shall be as shown elsewhere in the plans.
29. Changes in level greater than 1/4 inch are not permitted.
30. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than 5% must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with TAS 505.
31. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
32. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
33. Sidewalk details are shown elsewhere in the plans.

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-12A

FILE: ped12a.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CK: HD			
© TxDOT March 2002	CONT	SECT	JOB		HIGHWAY		
REVISIONS	0921	02	323		MILE 2		
VP June 13, 2012	DIST	COUNTY			SHEET NO.		
	21	HIDALGO			104		

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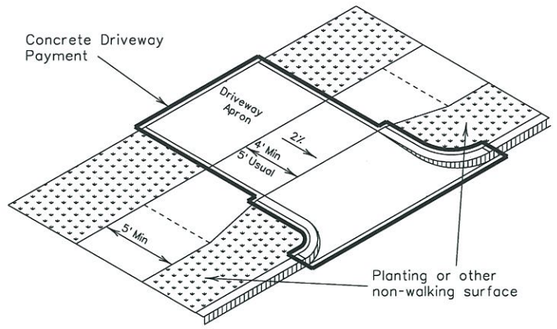
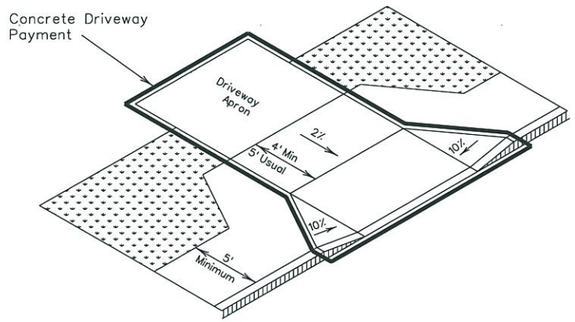
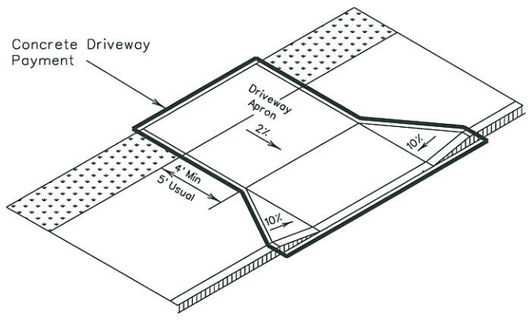


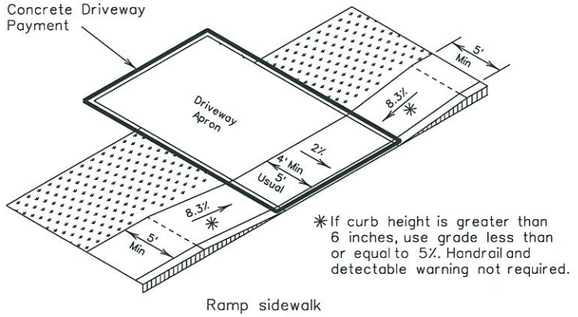
Setback sidewalk



Apron offset sidewalk



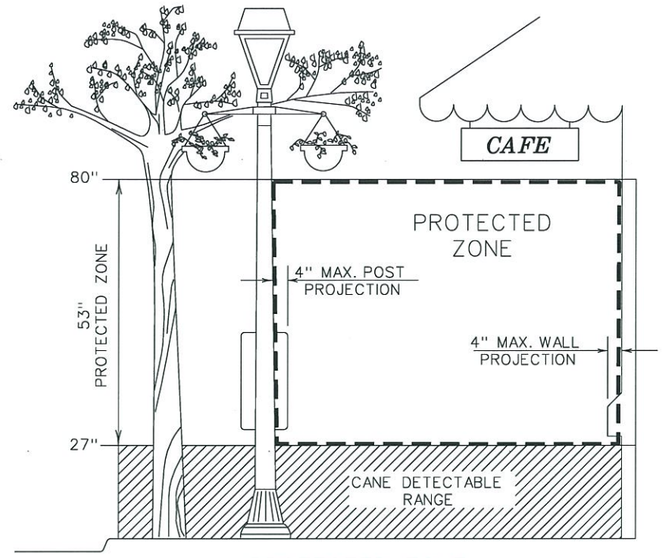
Wide sidewalk



*If curb height is greater than 6 inches, use grade less than or equal to 5%. Handrail and detectable warning not required.

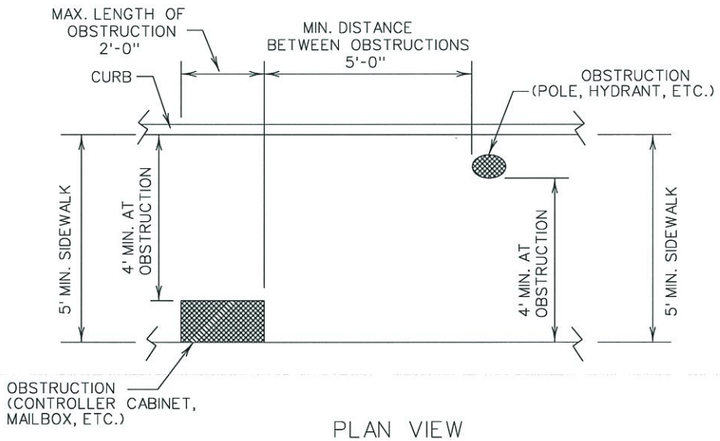
Ramp sidewalk

SIDEWALK TREATMENT AT DRIVEWAYS



PROTECTED ZONE

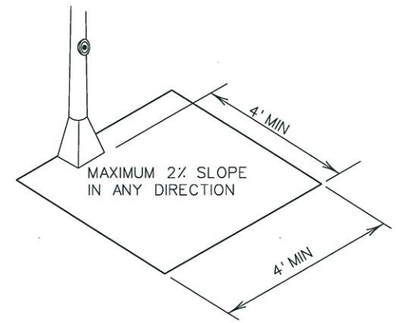
In pedestrian circulation area, maximum 4" projection for post or wall mounted objects between 27"and 80" above the surface.



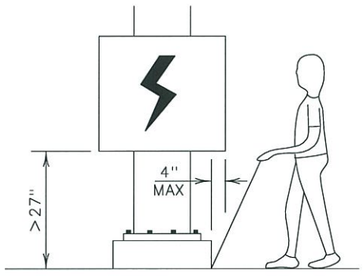
PLAN VIEW

PLACEMENT OF STREET FIXTURES

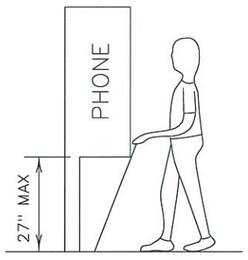
(ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' x 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.)



CLEAR GROUND SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



When an obstruction of a height greater than 27" from the surface would create a protrusion of more than 4" into the pedestrian circulation area, construct additional curb or foundation at the bottom to provide a maximum 4" overhang.



Protruding objects of a height ≤27" are detectable by cane and do not require additional treatment.

DETECTION BARRIER FOR VERTICAL CLEARANCE <80"

SHEET 3 OF 4

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-12A

FILE: ped12a.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CK: HD
© TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
VP June 13, 2012	DIST	COUNTY		SHEET NO.
	21	HIDALGO		105

DATE:
FILE:

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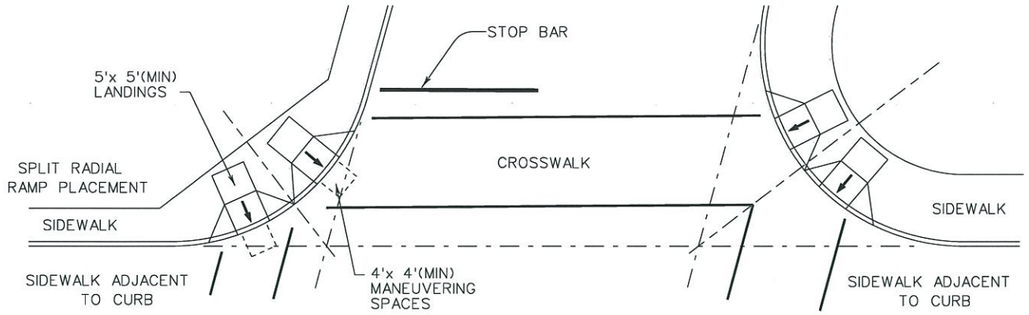
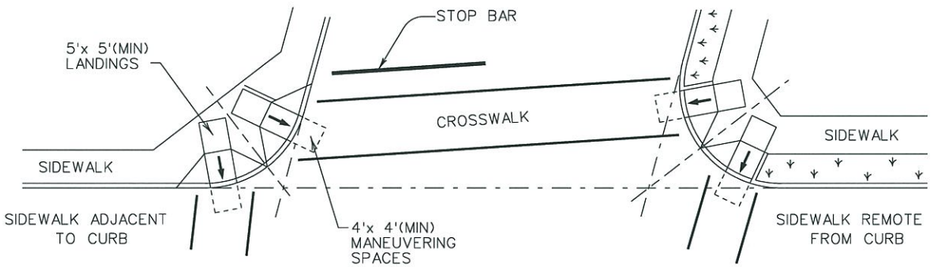
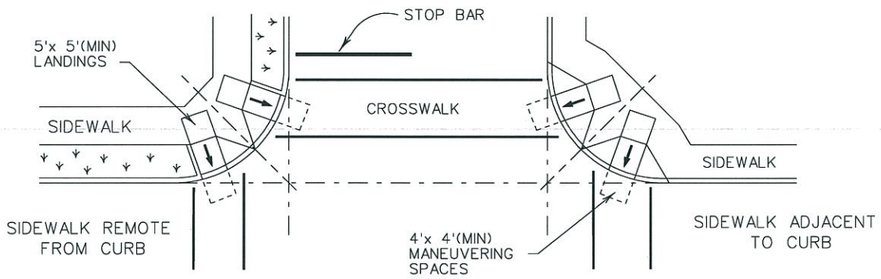
FILE:



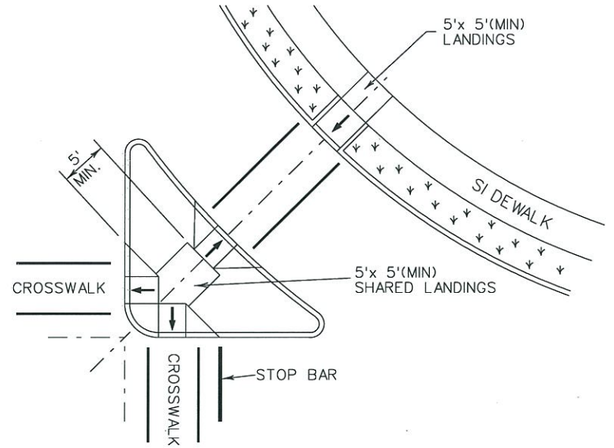
SKEWED INTERSECTION WITH "LARGE" RADIUS



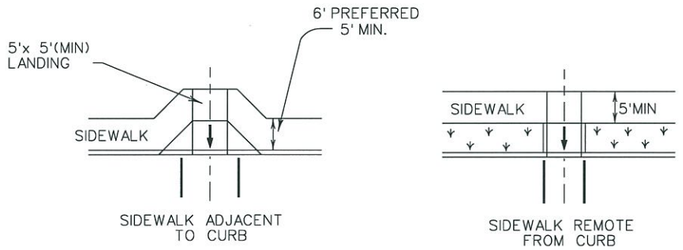
SKEWED INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT
PERPENDICULAR RAMPS

TYPICAL CROSSING LAYOUTS

SHEET 4 OF 4

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-12A

FILE: ped12a.dgn		DN: TxDOT	CK: PK	DW: TxDOT	CK: HD		
©TxDOT March 2002		CONT	SECT	JOB	HIGHWAY		
REVISIONS		0921	02	323	MILE 2		
VP June 13, 2012		DIST	COUNTY		SHEET NO.		
		21	HIDALGO		106		

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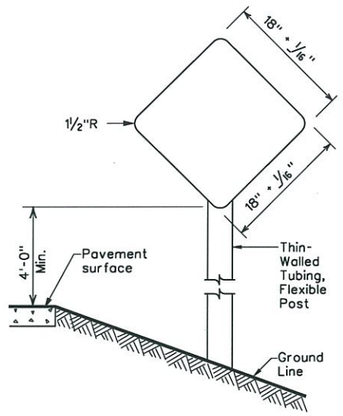
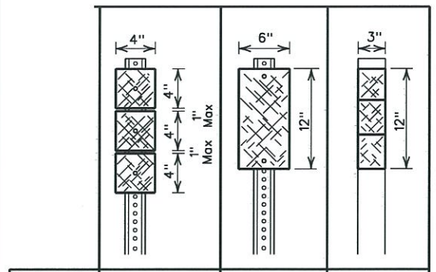


TYPE 1
18" x 18"
Yellow
Type E Sheeting

TYPE 4
18" x 18"
Red
Type D Sheeting

Use Sign blank 0.080" thick sheet aluminum conforming to ASTM B-209 Alloy 6061-T6. Use reflective sheeting in accordance with DMS 8300.

TYPES 1 and 4

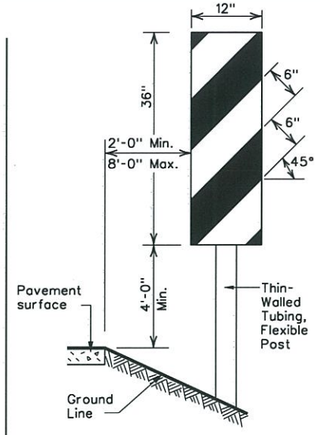


Number of Reflectors	X	Y	Z
Post	WC	WC	FLX

NOTES
1. All type 2 object markers are yellow
2. WC-wing channel post, 1.12 lbs/ft steel per ASTM A 1011 SS Gr 50, or ASTM A499
3. FLX-flexible post (embedded and surface mount)

Typically used on bridge rail approach ends, some bridge abutments and at bridge rail exits on two-lane, two-way roadways

TYPE 2

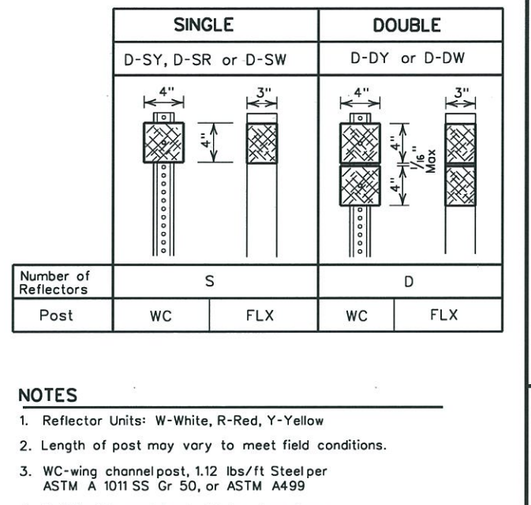


OM-3 Directions
L - Placed on Left Side
R - Placed on Right Side
C - Placed on Center

Use Sign blank .080" thick sheet aluminum conforming to ASTM B-209 Alloy 6061-T6. Use reflective sheeting in accordance with DMS 8300, Type E. Use at bridges with no approach rails.

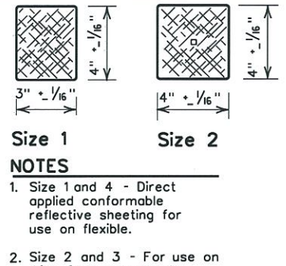
TYPE 3

OBJECT MARKERS



NOTES
1. Reflector Units: W-White, R-Red, Y-Yellow
2. Length of post may vary to meet field conditions.
3. WC-wing channel post, 1.12 lbs/ft Steel per ASTM A 1011 SS Gr 50, or ASTM A499
4. FLX-flexible post (embedded and surface mount)

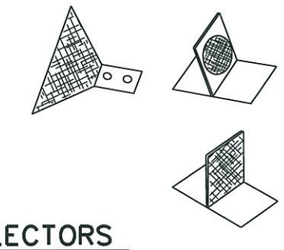
DELINEATORS



NOTES
1. Size 1 and 4 - Direct applied conformable reflective sheeting for use on flexible.
2. Size 2 and 3 - For use on Wing Channel post only. Use approved metal, plastic or fiberglass backplate with 17/64" square mounting holes.
3. Yellow, White & Red: Conformable Reflective Sheeting as per DMS 8300.

REFLECTOR UNIT SIZES

NOTES
1. A reflector unit or sheeting (per DMS 8600) attached to a bracket to facilitate the mounting of the reflector on concrete traffic barrier, railing, metal beam guard fence (MBGF) or other locations shown on the plans. A list of appoved barrier reflectors can be found at: www.txdot.gov
2. Yellow, White and Red: Conformable Reflective Sheeting as per DMS 8300.



BARRIER REFLECTORS

D & OM DESCRIPTIVE CODES

INSTL DEL ASSM (D-XX)SZ X (XXX)XXX(XX)

NUMBER OF REFLECTORS
S - Single
D - Double

COLOR OF REFLECTORS
W - White
Y - Yellow
R - Red

REFLECTOR UNIT SIZE
1 or 2

TYPE OF POST OR DELINEATOR
WC - Wing Channel Post
FLX - Flexible Post
TYC - Barrier Reflector

TYPE OF MOUNT
GND - Embedded (drivable or set in concrete)
CTB - Concrete Barrier Mount
GF1 or GF2 - Guard Fence Attachment
SRF - Surface Mount

DIRECTION
If Required
BI - Bi-Directional
BR - Bi-Directional with red on back

INSTL OM ASSM (OM-XX) (XXX)XXX(XX)

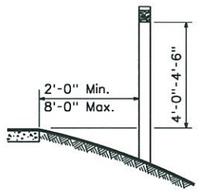
TYPE OF OBJECT MARKER
1, 2, 3, or 4

NUMBER OF REFLECTORS OR DIRECTION
X - 3-Size 2 reflector units (Type 2 only)
Y - 1-Size 3 reflector unit (Type 2 only)
Z - 3-Size 1 or 1-Size 4 reflector unit(s) (Type 2 only)
L - Left Side (Type 3 Object Marker only)
R - Right Side (Type 3 Object Marker only)
C - Center (Type 3 Object Marker only)

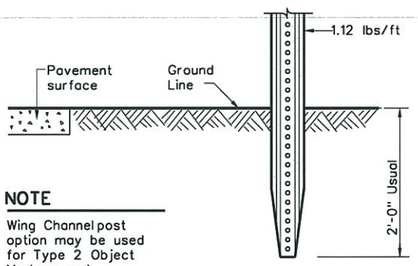
TYPE OF POST
WC - Wing Channel Post
FLX - Flexible Post
TWT - Thin Walled Tubing

TYPE OF MOUNT
GND - Embedded (drivable or set in concrete)
SRF - Surface Mount

DIRECTION
If Required
BI - Bi-Directional

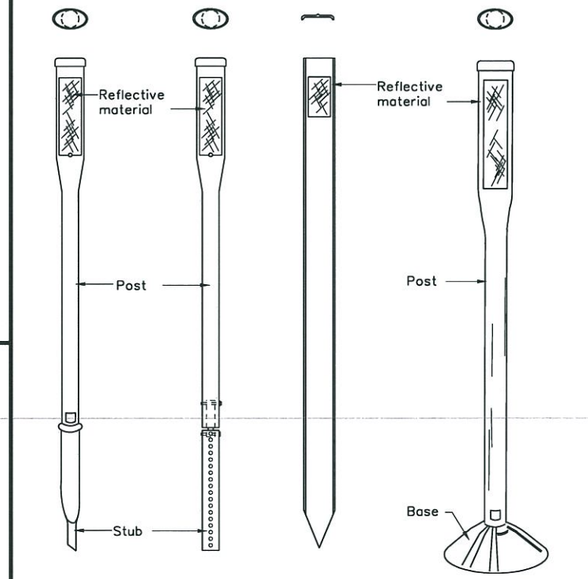


TYPICAL INSTALLATION



NOTE
Wing Channel post option may be used for Type 2 Object Markers and delineators only.

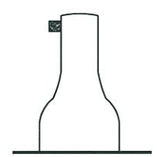
WING CHANNEL



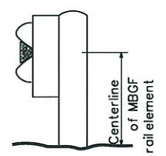
EMBEDDED **SURFACE MOUNT**

NOTES
1. See Material Producer List for approved devices.
2. Install to manufacturer's recommenations.

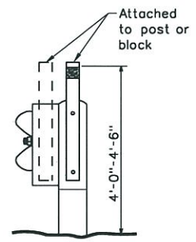
FLEXIBLE POSTS



CTB



GF1



GF2

BARRIER REFLECTORS

GENERAL NOTES

1. Place delineators on a section of roadway the same distance from the edge of pavement.
2. Where a restriction prevents consistent placement from the pavement edge, place the affected object markers in line with the innermost edge of the obstruction.
3. When object markers are more than 8'-0" from the edge of the pavement, it may not be possible to maintain a height of 4'-0"-4'-6". If this is the case, place the object markers as close to the desired height as possible.
4. Install all delineators, object markers and barrier reflectors in accordance with the manufacturer's recommendation.

DEPARTMENTAL MATERIAL SPECIFICATIONS

FLEXIBLE DELINEATOR & OBJECT MARKER POSTS (EMBEDDED & SURFACE MOUNT TYPES)	DMS-4400
SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600

Texas Department of Transportation
Traffic Operations Division

DELINEATOR & OBJECT MARKER INSTALLATION AND MATERIAL DESCRIPTION D & OM(1)-10

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REVISIONS
10-09
4-10

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CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		107

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FILE:

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Type of Road or Condition		Condition for use: Required (shall be used)	Recommended (should be used)	Optional (may be used)	Prohibited (cannot be used)	Delineator Spacing	
Freeways or Expressways	Tangent	D-SW on right or raised pavement markers				200-530 ft	
	Curve	D-SW on right				see Table	
	Ramp	D-SW on one side See Note 1 *	On outside of interchange ramp curves				
Other Than Freeways or Expressways	Tangent		D-SW on right or left side		D-SY or D-DY on left side of two-way roads	200-530 ft see Table	
	Curve						
Acceleration and Deceleration Lanes			D-DW or D-DY			spacing	100 ft
Crossovers		D-DY on left side of through road on far side of crossover					
Wrong-way				D-SR for wrong-way traffic			
Pavement Narrowing (lane merge)			D-SW (right) or D-SY (left) adjacent to affected lane for full length of transition		See Note 2 **		
Truck escape ramps		D-SR on both sides of ramp			50 ft	spacing	
With guard fence, bridge rail, or concrete barrier				100 ft use min. of 3			

General Notes: Unless indicated otherwise, the color of a delineators must conform to the color of the pavement edge line on the side of the road where the delineators are placed. Barrier markers can be used to replace required delineators. DS-R can be mounted on the back side of existing delineator posts.

* 1. Delineation required on one side either SY or SW.

** 2. Minimum of 3.

When degree of curve or radius is not known

Advisory Speed (MPH)	Spacing in Curve A	Spacing in Straightaway 2xA	Chevron Spacing in Curve B
65	130	260	
60	110	220	
55	100	200	160
50	85	170	160
45	75	150	160
40	70	140	120
35	60	120	120
30	55	110	80
25	50	100	80
20	40	80	80
15	35	70	40

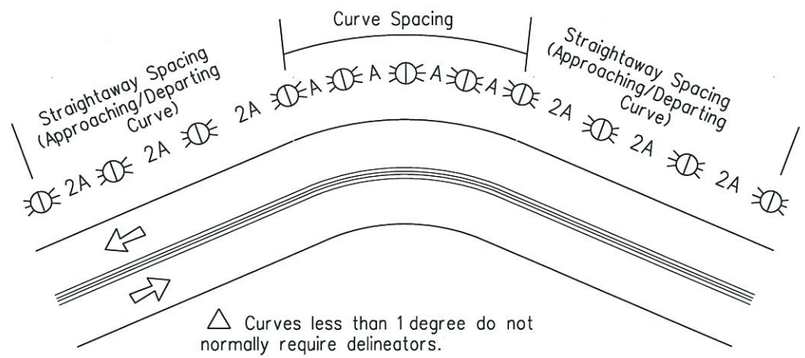
If the degree of curve is not known, delineator spacing may be determined based on the Advisory Speed of the curve. Use the delineator curve spacing for each Advisory Speed (MPH).

When degree of curve or radius is known

Degree of Curve	Feet: Radius of Curve	Spacing in Curve A	Spacing in Straightaway 2A	Chevron Spacing in Curve B
1	5730	225	450	
2	2865	160	320	
3	1910	130	260	
4	1433	110	220	
5	1146	100	200	160
6	955	90	180	160
7	819	85	170	160
8	716	75	150	160
9	637	75	150	120
10	573	70	140	120
11	521	65	130	120
12	478	60	120	120
13	441	60	120	120
14	409	55	110	80
15	382	55	110	80
16	358	55	110	80
19	302	50	100	80
23	249	40	80	80
29	198	35	70	40
38	151	30	60	40
57	101	20	40	40

Curve delineator approach and departure spacing should include 3 delineators spaced at 2A. This spacing should be used during design preparation or when the degree of curve is known.

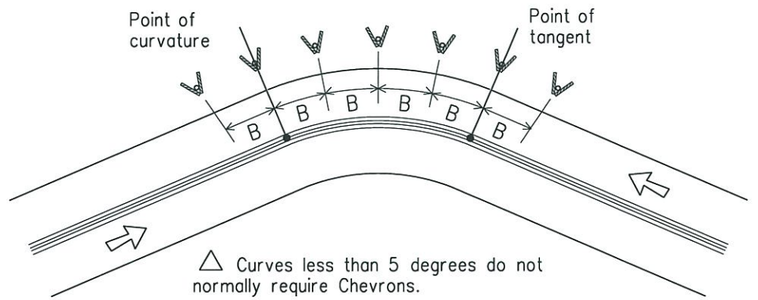
Suggested Spacing for Highway Delineators on Horizontal Curves △



△ Curves less than 1 degree do not normally require delineators.

Suggested Spacing for Chevrons on Horizontal Curves △

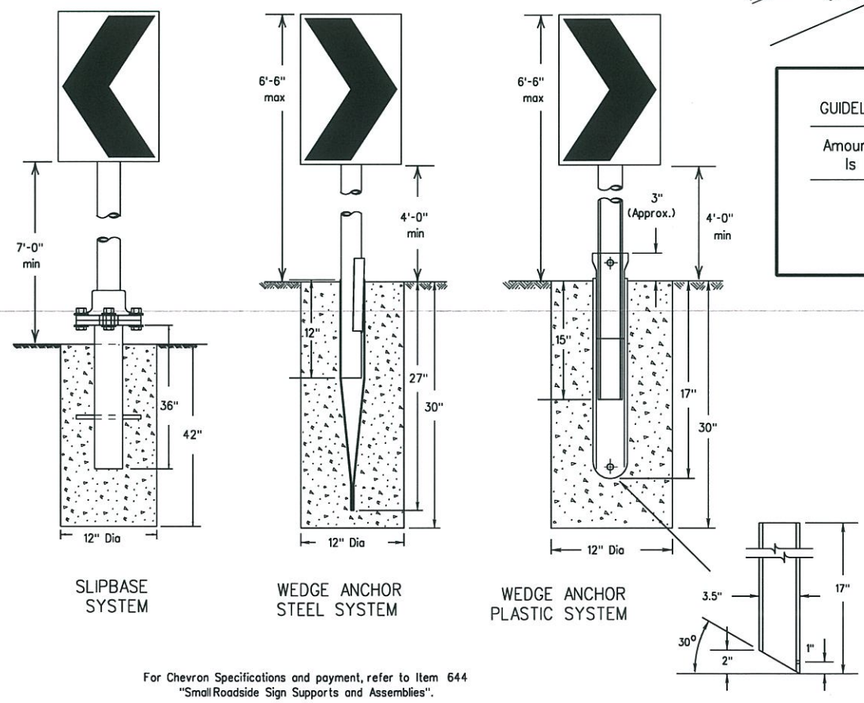
The Chevron may be used to provide additional emphasis and guidance for a change in horizontal alignment. A Chevron may be used as a supplement to delineation.



△ Curves less than 5 degrees do not normally require Chevrons.

GUIDELINES FOR USE OF WARNING DEVICES AT CURVES WITH ADVISORY SPEED LIMITS

Amount by which Advisory Speed Is less than Posted Speed	Warning Devices Needed
0 to 14 MPH	RPMs
15 to 24 MPH	RPMs and Delineators
25 MPH or greater	RPMs and Chevrons



For Chevron Specifications and payment, refer to Item 644 "Small Roadside Sign Supports and Assemblies".

Texas Department of Transportation
Traffic Operations Division

TYPICAL DELINEATOR & OBJECT MARKER PLACEMENT DETAILS

D & OM(2)-04

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CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		108

DATE:
FILE:

20B

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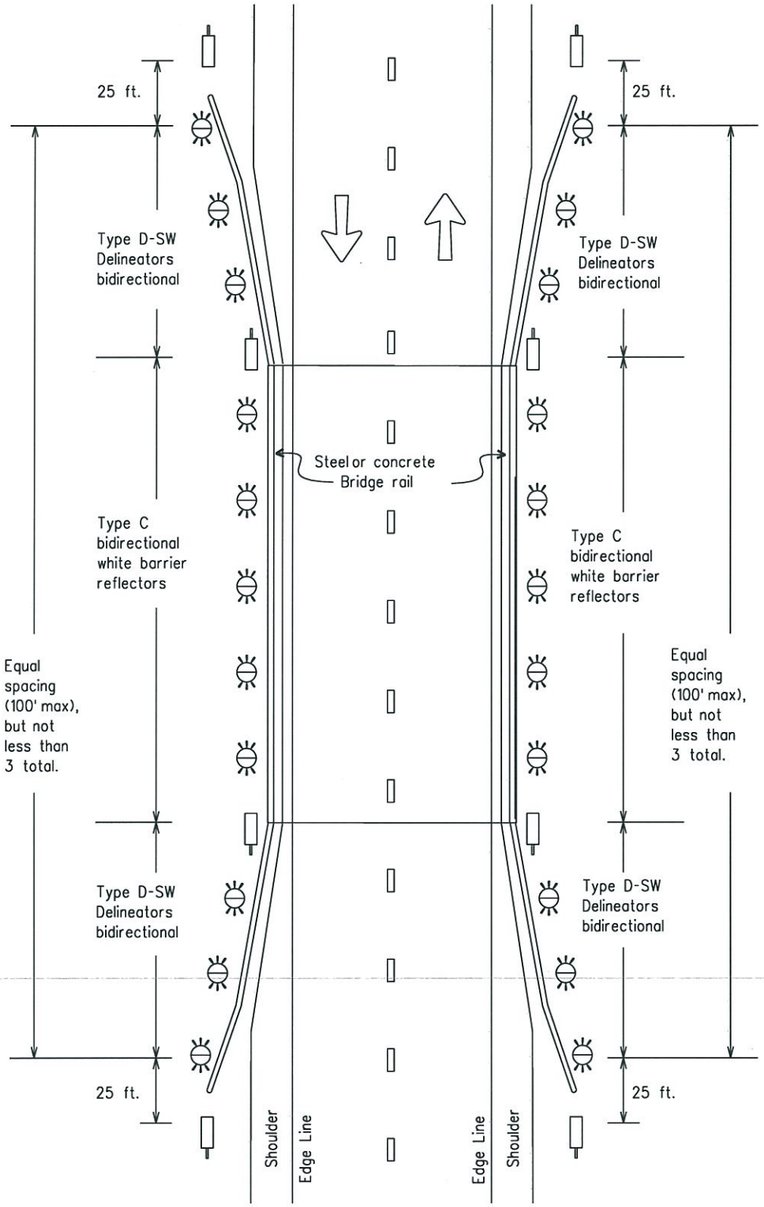
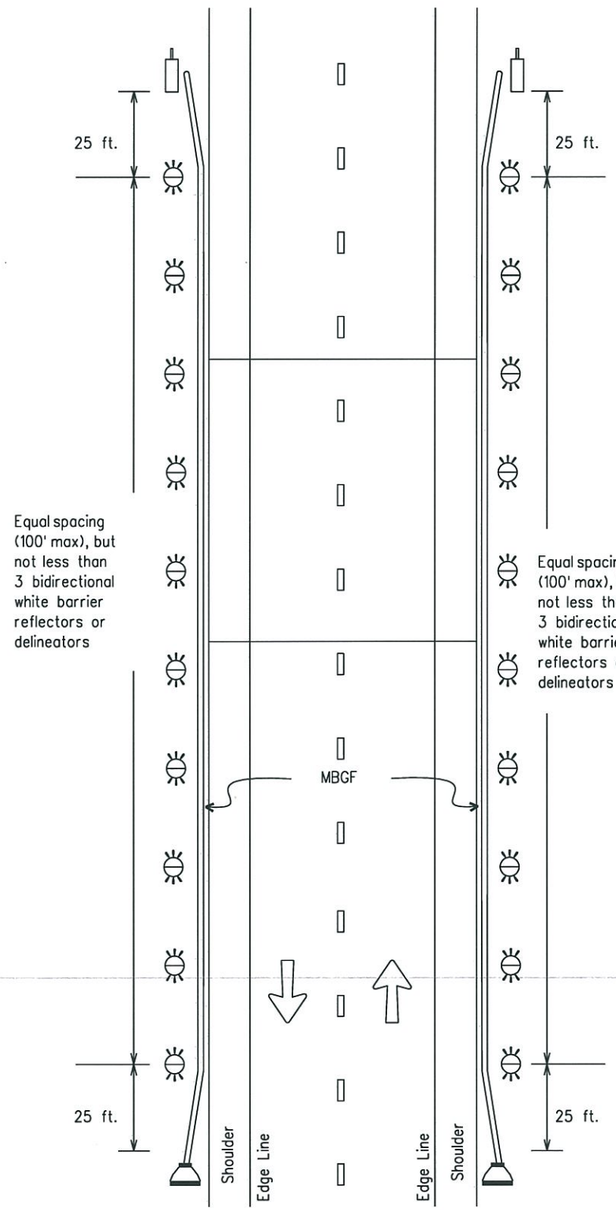
Two-way, Two lane Roadway with Reduced Width Approach Rail

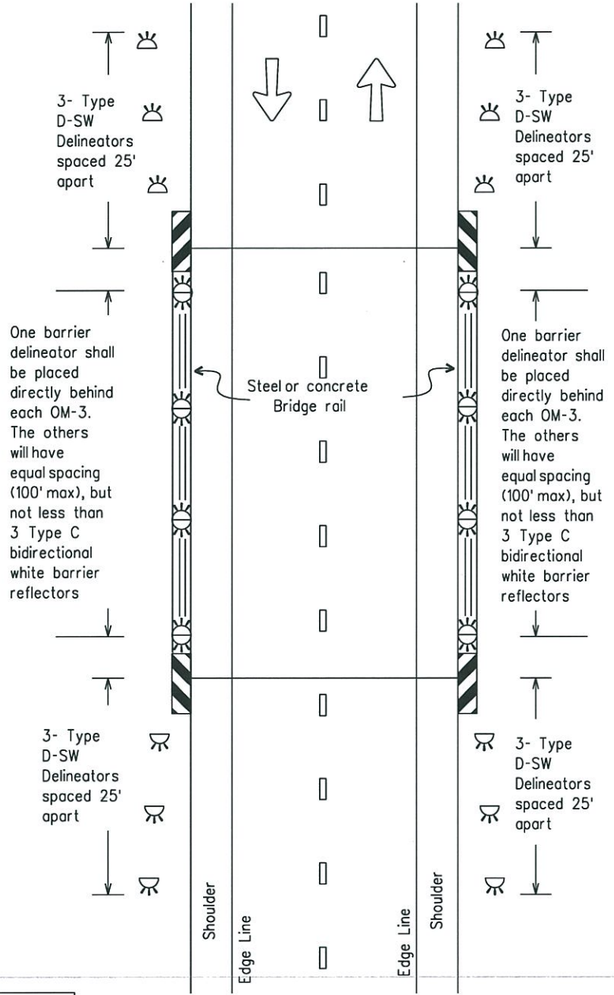


Two-way, Two lane Roadway with Metal Beam Guard Fence (MBGF)



Terminal Ends include OB-3F. There is no need to install an OM-2 in front of terminal.

Two-way, Two lane Roadway Bridge with No Approach Rail



LEGEND

- Bidirectional Delineator
- Delineator
- OM-3
- OM-2
- Terminal End

Texas Department of Transportation
Traffic Operations Division

DELINEATOR & OBJECT MARKER PLACEMENT DETAILS

D & OM(3)-04

© TxDOT August 2004

REVISIONS

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		109

DATE:
FILE:

20C

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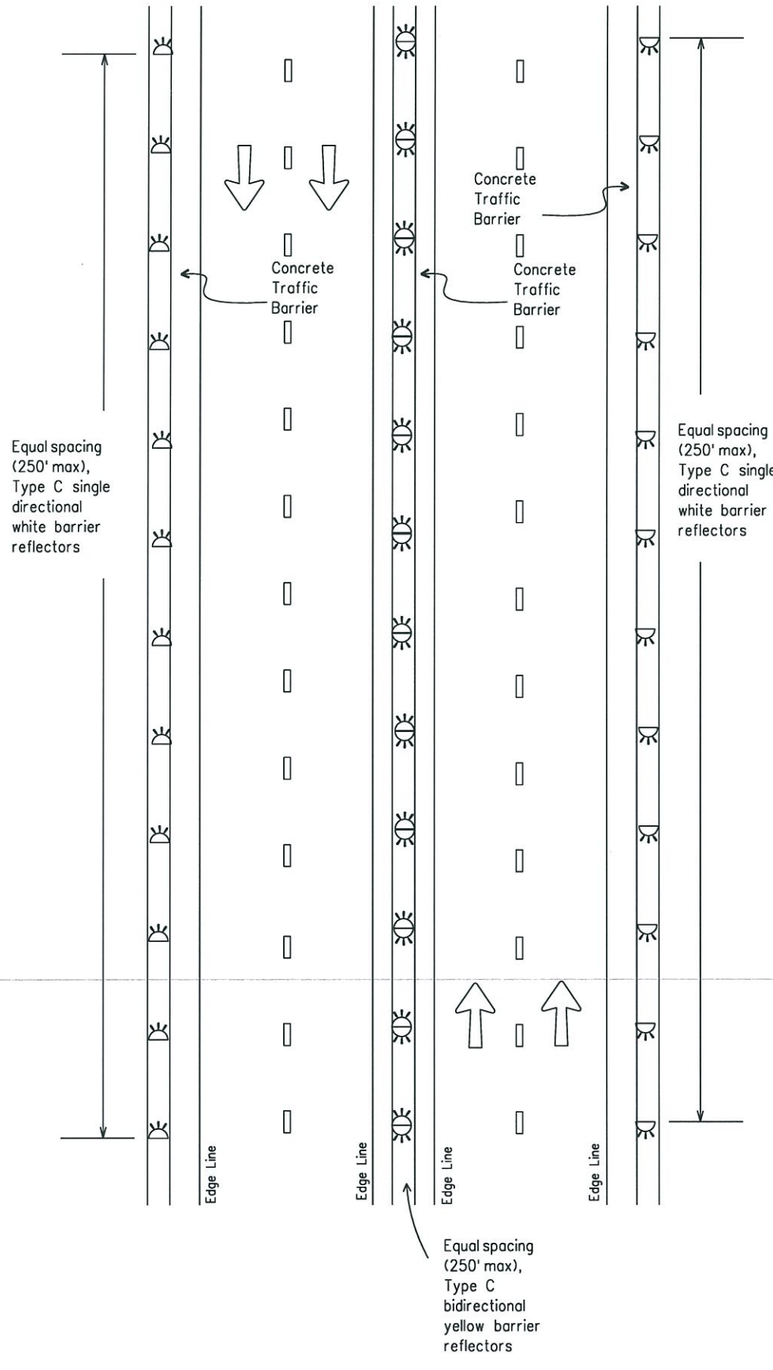
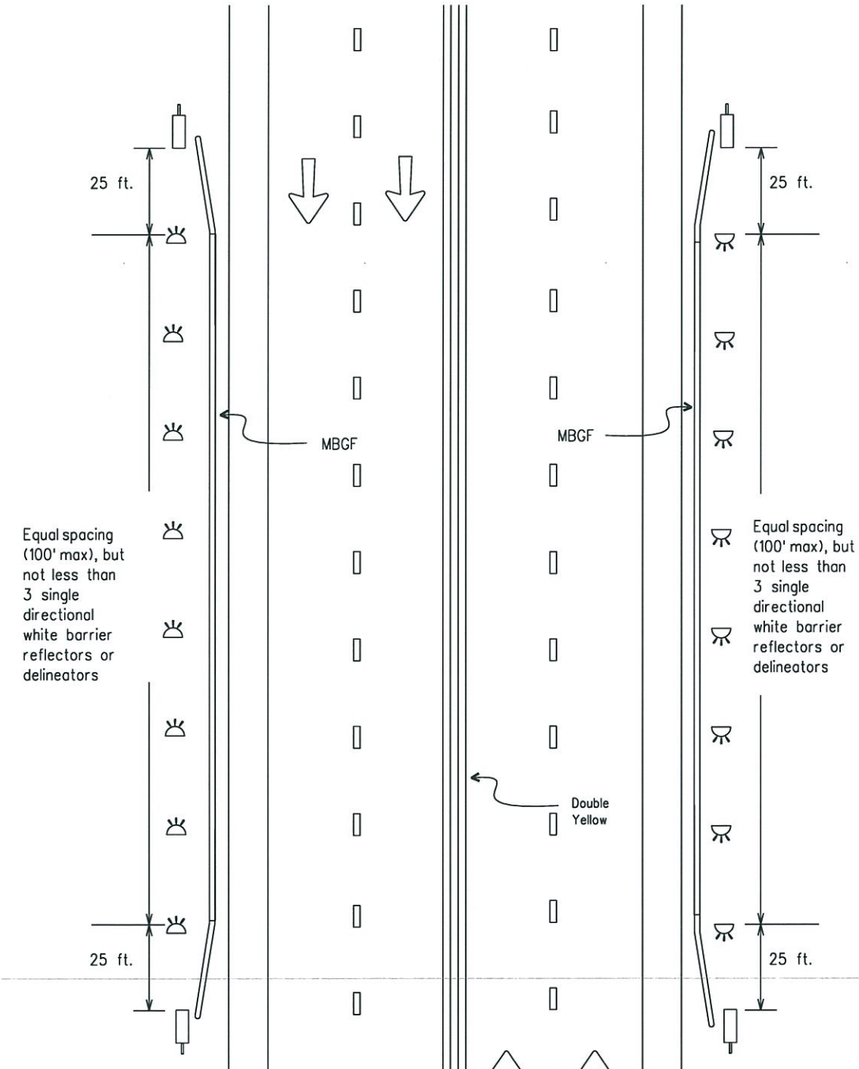
DATE:
FILE:

Continuous Concrete Barrier



Multi-lane Undivided, Two-way Roadway with Metal Beam Guard Fence (MBGF)



LEGEND

- Bidirectional Delineator
- Delineator
- OM-3
- OM-2

Texas Department of Transportation
Traffic Operations Division

DELINEATOR & OBJECT MARKER PLACEMENT DETAILS

D & OM(4)-04

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REVISIONS

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		110

20D

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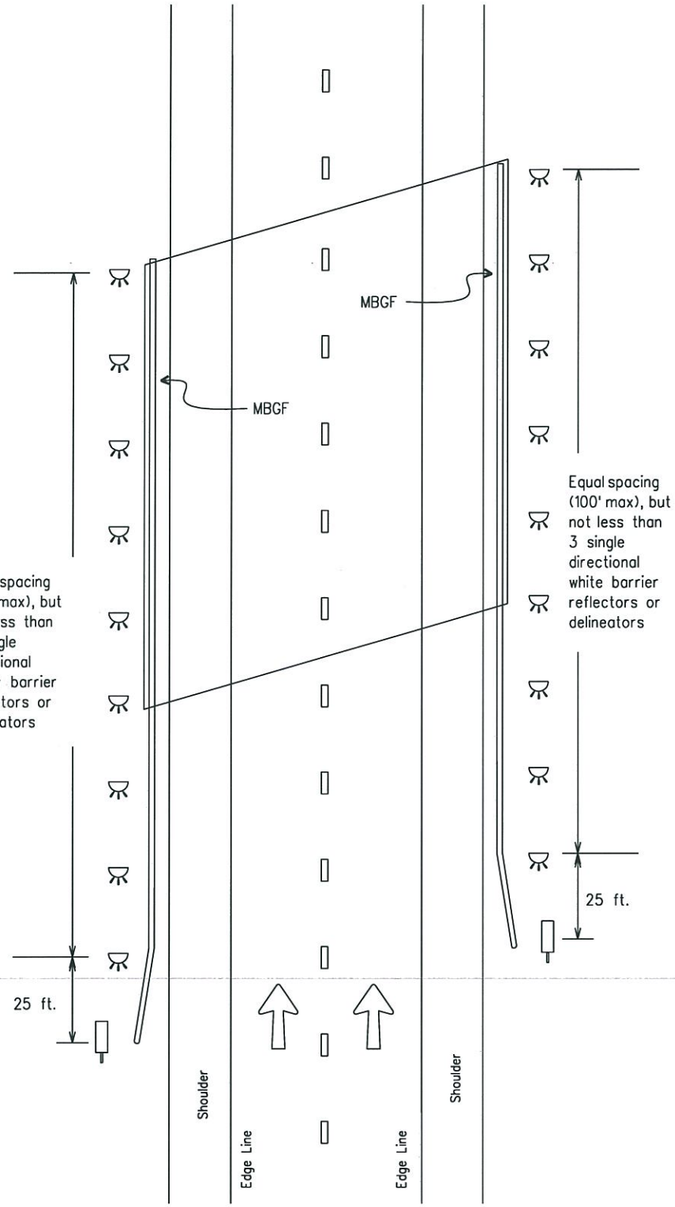
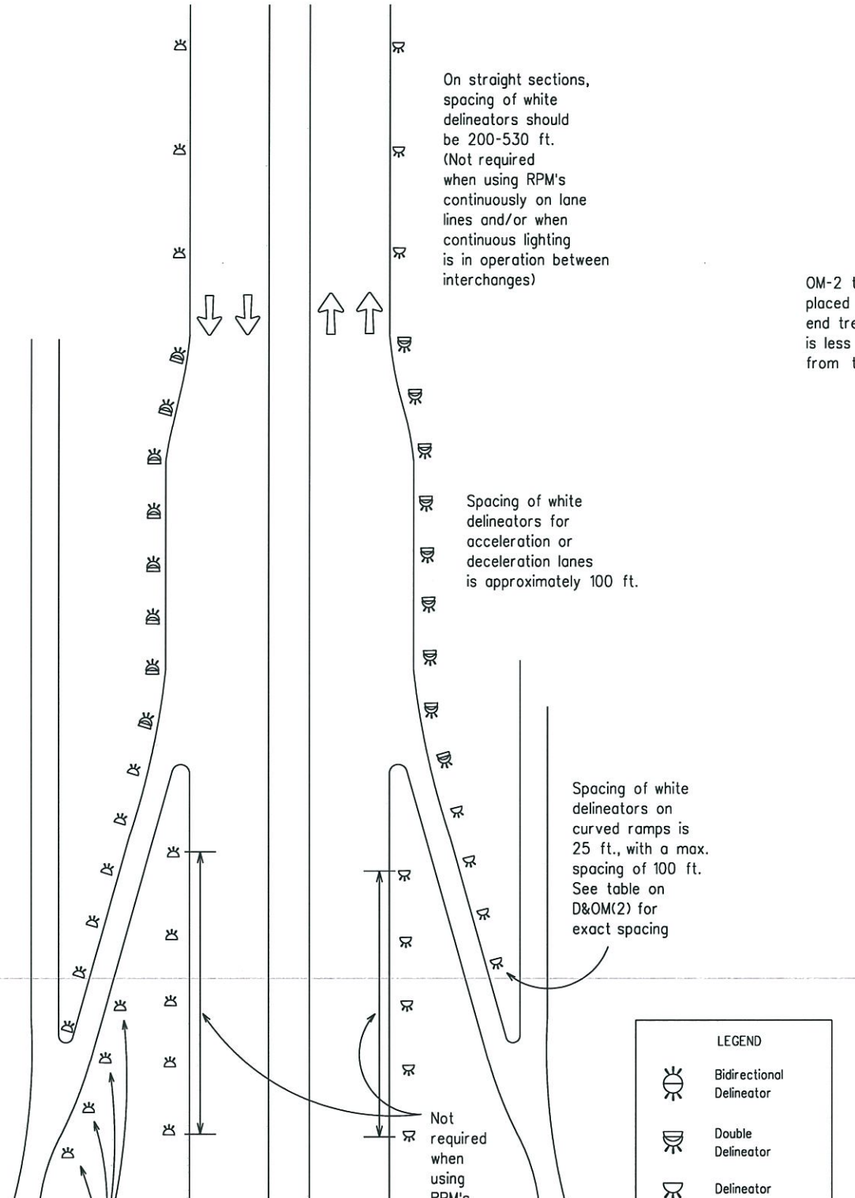
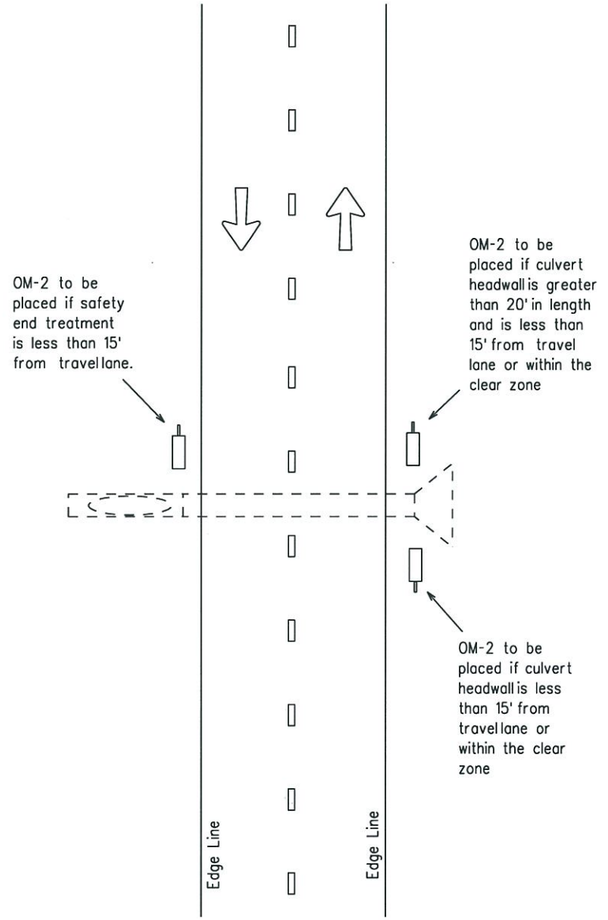
Divided Roadway with Metal Beam Guard Fence



Freeway Delineation including Ramps



For Culverts without MBGF



LEGEND

- Bidirectional Delineator
- Double Delineator
- Delineator
- OM-3
- OM-2

Texas Department of Transportation
Traffic Operations Division

DELINEATOR & OBJECT MARKER PLACEMENT DETAILS

D & OM(5)-04

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REVISIONS

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		111

DATE:
FILE:

20F

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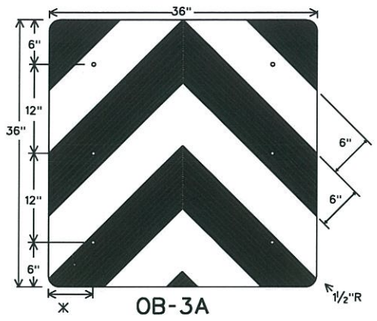
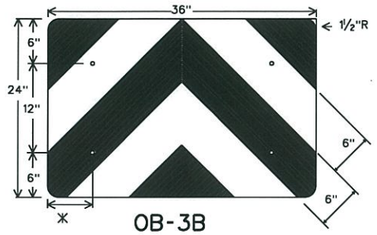
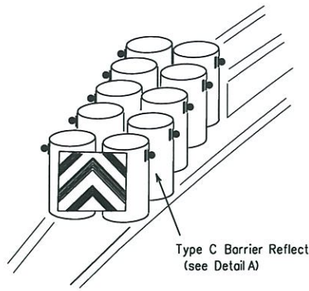


OB-3A



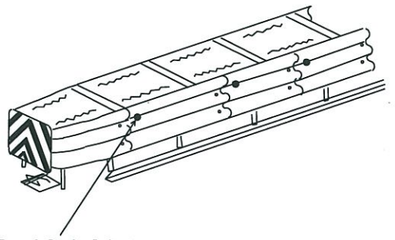
OB-3B

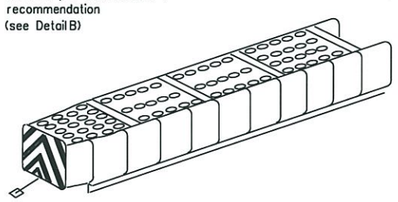
* adjust to fit attenuator per manufacturer's recommendation, or as directed by the Engineer.

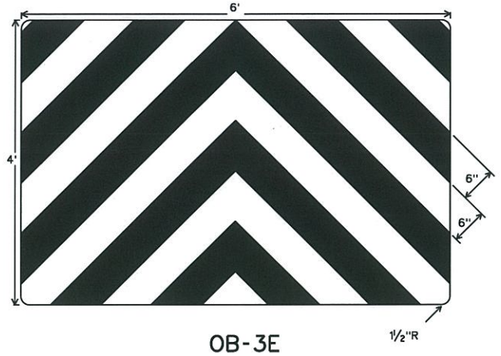


Object Marker blank to be 0.08" thick sheet aluminum conforming to ASTM B-209 Alloy 6061-T6 aluminum as per Specification DMS 7110.

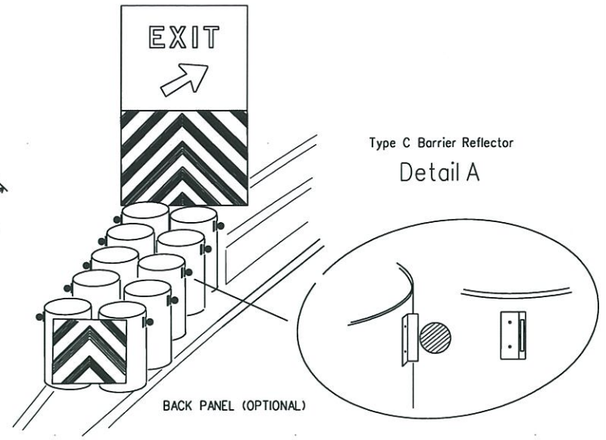
Mounting should be flush with top of VIA. Minimum size 36" x 24".





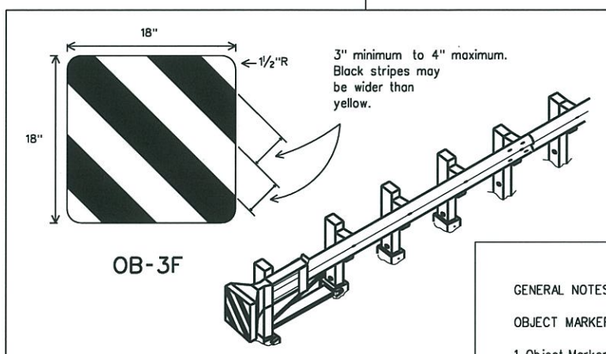


OB-3E



GENERAL NOTES:

1. Back panel will be mounted independent of the attenuator. The minimum mounting height is flush with the top of the attenuator.
2. Attenuator may have additional yellow reflective and black striping, and/or reflectors placed on sides. CHEVRONS (W1-8) may be erected to delineate roadway curvature beyond the attenuator. These additional devices will be installed if required elsewhere in the plans.
3. Mount Back Panel per details on SMD Standards, or as detailed elsewhere in the plans.



OB-3F

TYPICAL GUARDRAIL END TREATMENT

GENERAL NOTES:

OBJECT MARKERS

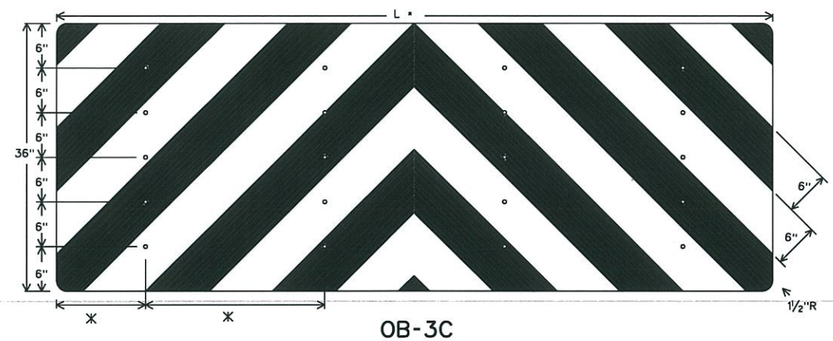
1. Object Markers shall conform to the Texas MUTCD and meet the color and reflectivity requirement of Department Material Specification DMS 8300, Type C. Background shall be yellow reflective and Chevron shall be black.
2. OB-3F is intended for use only with guardrail terminal ends. OM-BF may be fabricated from adhesive backed reflective sheeting applied directly to guardrail end treatment, or applied directly to an "end cap" as per the manufacturer's recommendation. Direct applied sheeting shall provide a smooth surface and have no wrinkles, air bubbles, cuts or tears.
3. Size may be reduced to fit smaller devices, however, the minimum size shall be:
   (a) 24 x 24 inch for attenuators, and
   (b) 18 x 18 inches for guardrail end treatments.
4. Pop rivets, screws, or nuts and bolts may be used to attach object markers and reflectors. Holes, slots or other openings may be cut or drilled through object markers to allow cable or other attachments.
5. When traffic passes only on one side of attenuator, only the OM-3 marker should be installed. OM-3 should be installed per the requirements of D & OM Standards with a minimum mounting height of 18 inches.

TYPE C REFLECTORS

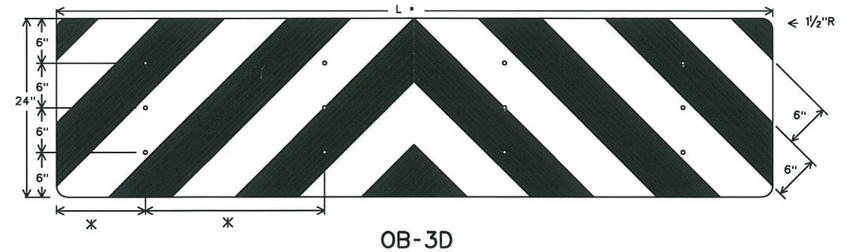
1. Type C delineators shall consist of a Type A or Type B reflector unit (per DMS 8600) attached to a bracket to facilitate delineator mounting on attenuators, guardrails and concrete traffic barriers.
2. Type C reflectors may also be used to delineate side of attenuator, guardrail and concrete traffic barrier.
3. Type C reflectors shall meet the requirements of DMS 8600.

A list of approved Type C Delineators can be found at:

ftp//ftp.dot.state.tx.us/pub/txdot-info/cmd/mpl/typecdeln.pdf



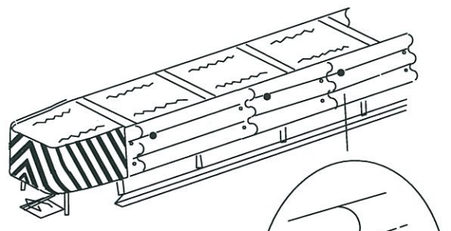
OB-3C

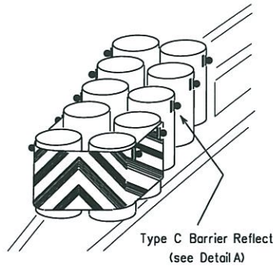


OB-3D

* spacing adjusted to attach through centerline of drum, per attenuator manufacturers recommendation, or as directed by the Engineer.

Mounting should be flush with top of attenuator. Minimum size 96" x 24".





Texas Department of Transportation
Traffic Operations Division

DELINEATORS & OBJECT MARKERS FOR VEHICLE IMPACT ATTENUATORS

D & OM(VIA)-04

©TxDOT December 1989

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS: 4-92, 8-95, 4-98, 8-04

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		112

20F

DATE:
FILE:

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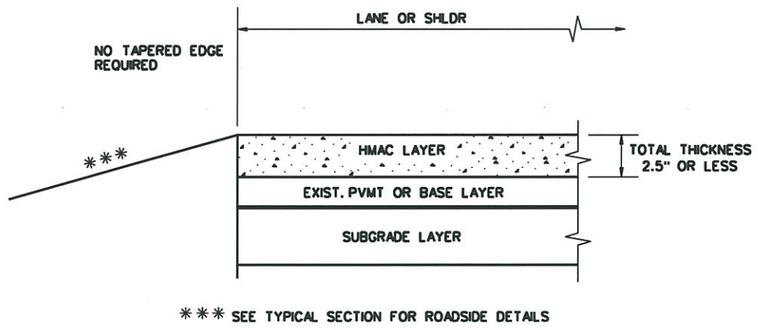
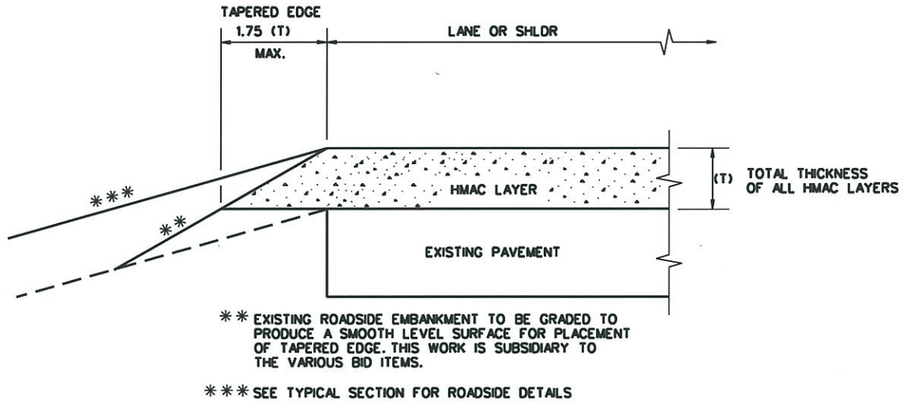
DATE:
FILE:



*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 1

THIN HMAC SURFACES OR HMAC OVERLAY
WITH THICKNESS OF 2.5" OR LESS

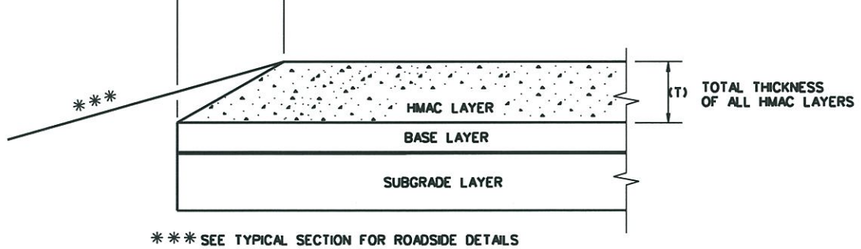


** EXISTING ROADSIDE EMBANKMENT TO BE GRADED TO PRODUCE A SMOOTH LEVEL SURFACE FOR PLACEMENT OF TAPERED EDGE. THIS WORK IS SUBSIDIARY TO THE VARIOUS BID ITEMS.

*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 2

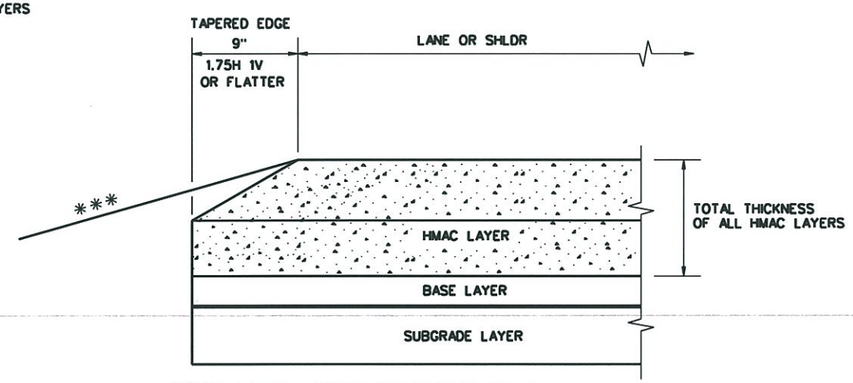
OVERLAY OF EXISTING PAVEMENT
HMAC THICKNESS 2.5" TO 5"



*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 3

NEW OR RECONSTRUCTED PAVEMENT
HMAC THICKNESS 2.5" TO 5"



*** SEE TYPICAL SECTION FOR ROADSIDE DETAILS

CONDITION - 4

NEW OR RECONSTRUCTED PAVEMENT
HMAC THICKNESS 5" OR GREATER

(NOT TO SCALE)

GENERAL NOTES

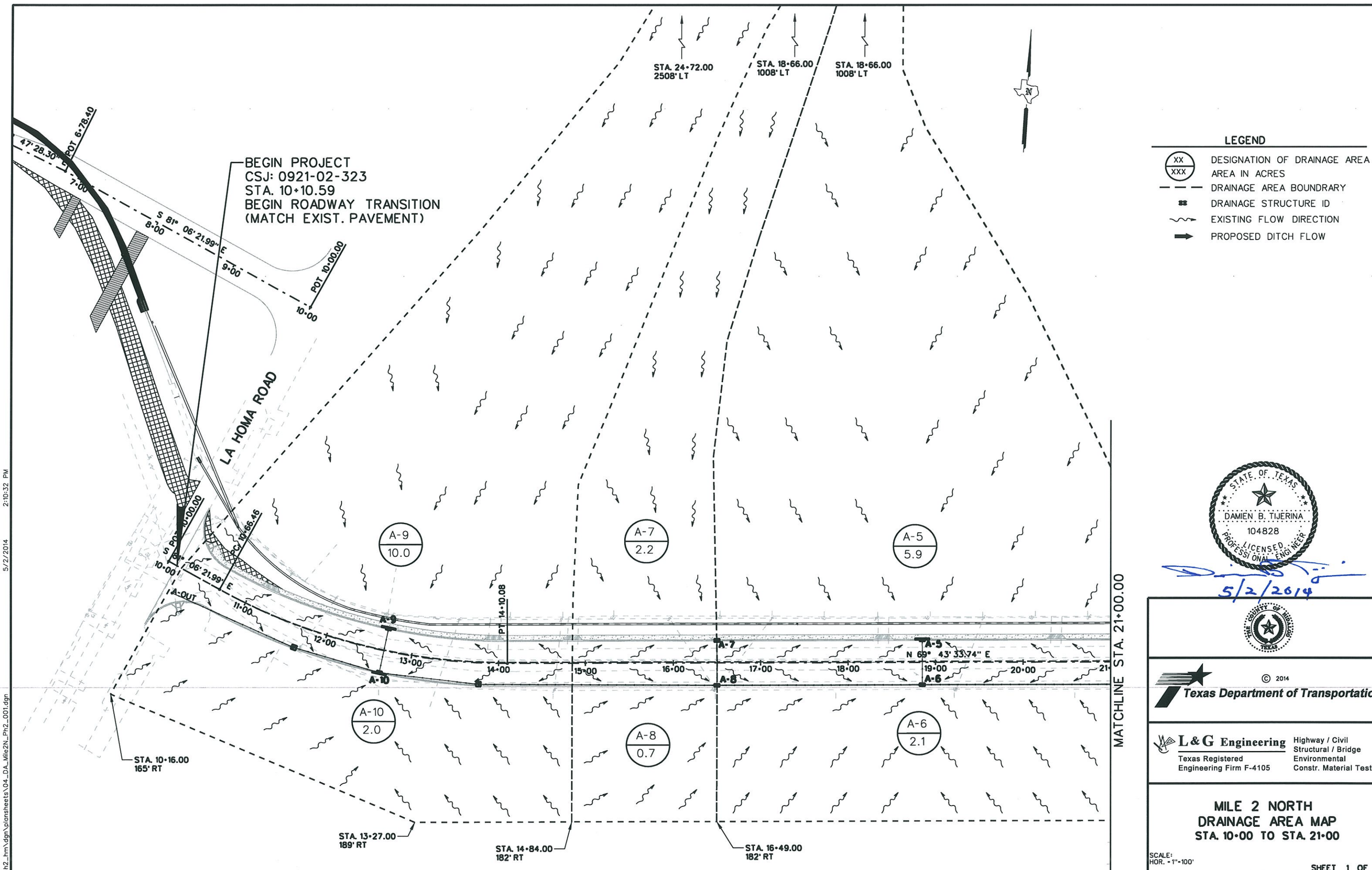
1. UNLESS OTHERWISE SHOWN IN THE PLANS, A VERTICAL EDGE IS PERMISSIBLE FOR HMAC PLACED GREATER THAN 5" BELOW THE EDGE OF PAVEMENT AND FOR THICKNESS OF HMAC LESS THAN 2.5".
2. FOR FURTHER INFORMATION REGARDING THE ROADSIDE AND PAVEMENT DETAILS, SEE TYPICAL SECTIONS.
3. PAYMENT FOR TAPERED EDGE WILL BE IN ACCORDANCE WITH APPLICABLE ITEMS IN THE CONTRACT.
4. THE SLOPE OF THE TAPERED EDGE SHALL BE 1.75H 1V : OR FLATTER.
5. THE TAPERED EDGE SHALL BE PRODUCED BY USE OF A SCREED ATTACHMENT CAPABLE OF PRODUCING A SMOOTH COMPACTED SURFACE. ADDITIONAL COMPACTING EFFORT BEHIND THE SCREED IS NOT REQUIRED.

Texas Department of Transportation | Design Division Standard

TAPERED EDGE DETAILS
HMAC PAVEMENT

TE(HMAC)-11

FILE: tehmac11.dgn	DN: TxDOT	CK: RL	DW: KB	CK:	
© TxDOT January 2011	CONT	SECT	JOB	HIGHWAY	
REVISIONS	0921	02	323	MILE 2	
	DIST	COUNTY		SHEET NO.	
	21	HIDALGO		113	



STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED
PROFESSIONAL ENGINEER

5/2/2014

THE COUNTY OF HIDALGO TEXAS

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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
DRAINAGE AREA MAP
STA. 10+00 TO STA. 21+00

SCALE:
HOR. = 1"=100'

SHEET 1 OF 3

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					114
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

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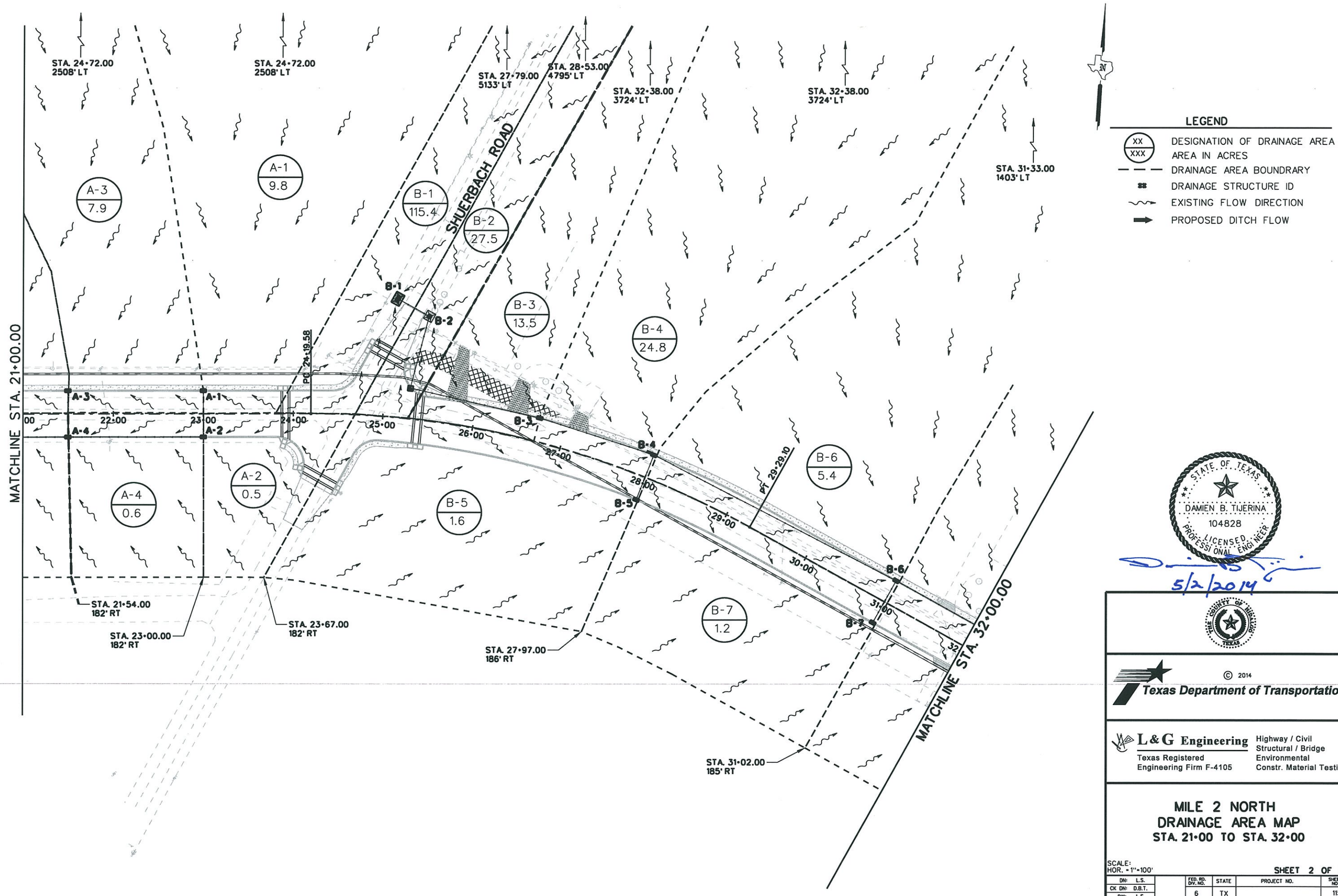

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED
PROFESSIONAL ENGINEER

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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
DRAINAGE AREA MAP
STA. 21+00 TO STA. 32+00

SCALE:
HOR. = 1"=100'

SHEET 2 OF 3

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					115
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TR:							
CK TR:							

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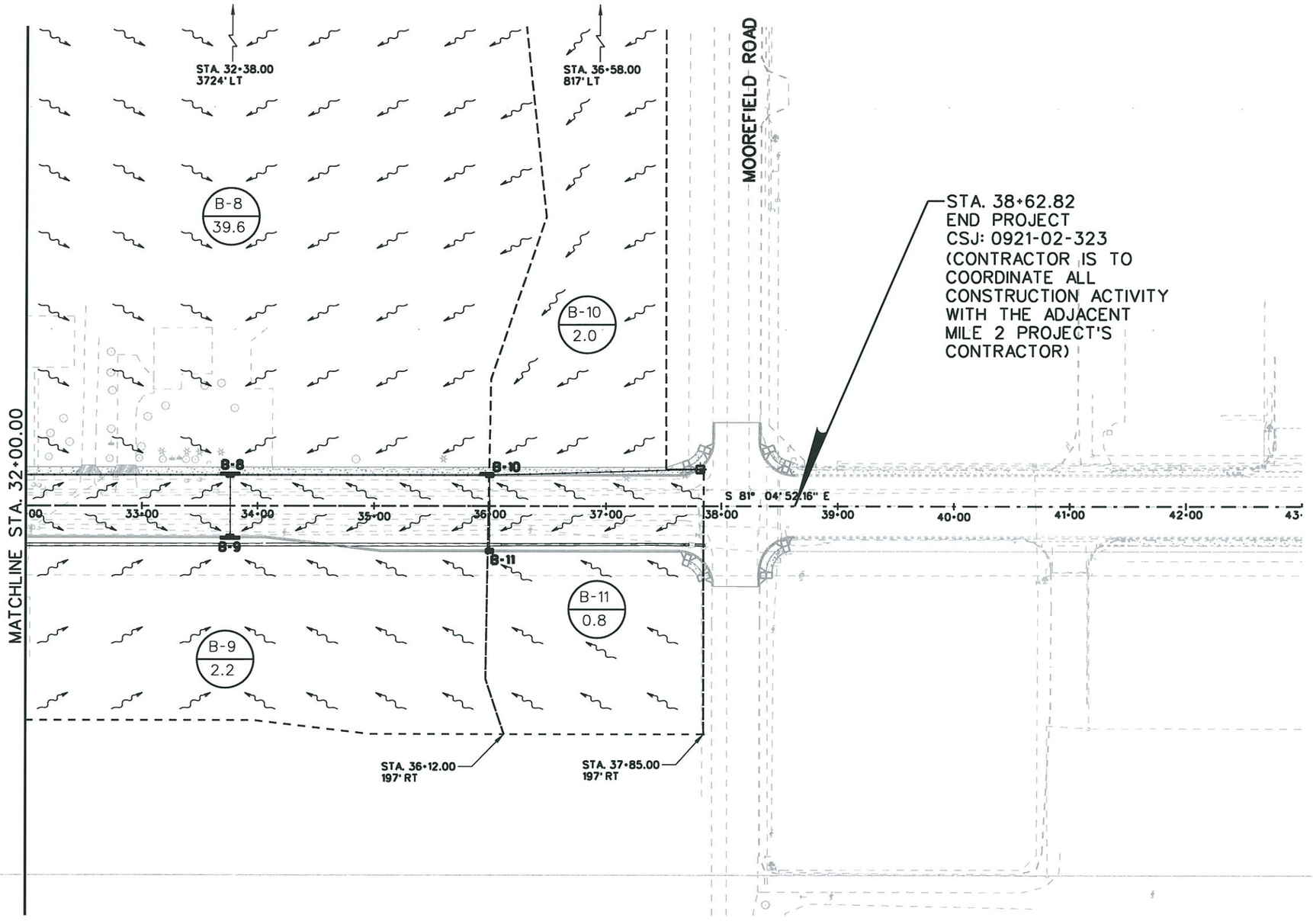

N

LEGEND

XX / XXX	DESIGNATION OF DRAINAGE AREA AREA IN ACRES
	DRAINAGE AREA BOUNDRARY
■	DRAINAGE STRUCTURE ID
	EXISTING FLOW DIRECTION
	PROPOSED DITCH FLOW

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED
PROFESSIONAL ENGINEER

5/2/2014

COUNTY OF HIDALGO TEXAS

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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
DRAINAGE AREA MAP
STA. 32+00 TO STA. 42+62.82

SCALE:
HOR. = 1"=100'

SHEET 3 OF 3

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.		6	TX				116
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323	MILE 2
TR:	
CK TR:	

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DRAINAGE AREA COMPUTATIONS

AREA ID	DESCRIPTION	TIME OF CONCENTRATION	Tc USED	DISCHARGE	INTENSITY	COMPOSITE C VALUE	COMPOSITE AREA	TOTAL SUBAREA C VALUE	TOTAL SUBAREA	REMAINDER C VALUE	REMAINDER AREA	SUBAREA 1 AREA	SUBAREA 1 C VALUE	SUBAREA 1 DESCRIPTION	SUBAREA 2 AREA	SUBAREA 2 C VALUE	SUBAREA 2 DESCRIPTION	SUBAREA 3 AREA	SUBAREA 3 C VALUE	SUBAREA 3 DESCRIPTION	SUBAREA 4 AREA	SUBAREA 4 C VALUE	SUBAREA 4 DESCRIPTION
		(MINUTES)	(MINUTES)	(CFS)	(IN/HOUR)		(ACRES)		(ACRES)		(ACRES)	(ACRES)			(ACRES)			(ACRES)			(ACRES)	(ACRES)	
A-1		210.1	210.1	2.5	0.8	0.3	9.8	0.3	9.8	0.3		0.319	0.250	Grass	0.106	0.150	Agricultural	9.297	0.300	1 Fam Resid	0.059	0.850	Pavement
A-2		23.4	23.4	0.9	4.1	0.5	0.5	0.5	0.5	0.3	0.008	0.337	0.300	One Family Residential	0.150	0.850	Pavement						
A-3		211.9	211.9	2.0	0.8	0.3	7.9	0.3	7.9	0.3		0.189	0.250	Grass	0.098	0.850	Pavement	7.576	0.300	1 Fam Resid			
A-4		27.1	27.1	0.9	3.7	0.4	0.6	0.4	0.6	0.3		0.098	0.850	Pavement	0.525	0.300	1 Fam Resid						
A-5		52.9	52.9	4.6	2.4	0.3	5.9	0.3	5.9	0.3	0.006	0.320	0.850	Pavement	5.571	0.300	1 Fam Resid						
A-6		36.8	36.8	2.5	3.0	0.4	2.1	0.4	2.1	0.3		0.329	0.850	Pavement	1.780	0.300	1 Fam Resid						
A-7		56.5	56.5	1.6	2.3	0.3	2.2	0.3	2.2	0.3		0.106	0.850	Pavement	2.070	0.300	1 Fam Resid						
A-8		29.3	29.3	0.9	3.5	0.4	0.7	0.4	0.7	0.3		0.110	0.850	Pavement	0.585	0.300	1 Fam Resid						
A-9		145.1	145.1	3.5	1.1	0.3	10.0	0.3	10.0	0.3	0.004	0.412	0.250	Grass	0.320	0.850	Pavement	9.263	0.300	1 Fam Resid			
A-10		37.6	37.6	2.3	3.0	0.4	2.0	0.4	2.0	0.3	0.002	1.691	0.300	One Family Residential	0.308	0.850	Pavement						

LINK COMPUTATIONS

LINK ID	UPSTREAM NODE	DOWNSTREAM NODE	NUMBER OF BARRELS	RISE	SPAN	ACTUAL LENGTH	HYDRAULIC LENGTH	SLOPE	INVERT UPSTREAM	INVERT DOWNSTREAM	DISCHARGE	CAPACITY	SOFFIT UPSTREAM	HGL UPSTREAM	EGL UPSTREAM	SOFFIT DOWNSTREAM	HGL DOWNSTREAM	EGL DOWNSTREAM	MANNING'S N VALUE	ACTUAL VELOCITY UPSTREAM	ACTUAL VELOCITY DOWNSTREAM	UNIFORM VELOCITY	CRITICAL VELOCITY	ACTUAL DEPTH UPSTREAM	ACTUAL DEPTH DOWNSTREAM	UNIFORM DEPTH	CRITICAL DEPTH	FRICTION SLOPE	CRITICAL SLOPE
				(FT.)	(FT.)	(FT.)	(FT.)	(%)	(FT.)	(FT.)	(CFS)	(CFS)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)		(FPS)	(FPS)	(FPS)	(FPS)	(FT.)	(FT.)	(FT.)	(FT.)		
LA-1	A-1	A-2	1	1.50	n/a	49.00	52.00	0.2450	147.71	147.59	2.46	6.06	149.21	148.55	148.61	149.09	148.46	148.56	0.012	2.42	2.33	3.08	3.78	0.84	0.87	0.693	0.594	0.0020	0.0040
LA-2	A-2	A-4	1	1.50	n/a	144.82	150.02	0.2550	147.59	147.22	2.65	6.19	149.09	148.46	148.56	148.72	148.36	148.41	0.012	2.51	1.84	3.19	3.87	0.87	1.14	0.715	0.617	0.0030	0.0040
LA-3	A-3	A-4	1	1.50	n/a	49.00	52.00	0.3880	147.41	147.22	2.00	7.62	148.91	148.37	148.41	148.72	148.36	148.41	0.012	1.68	1.39	3.45	3.56	0.96	1.14	0.545	0.533	0.0040	0.0040
LA-4	A-4	A-6	1	2.00	n/a	259.82	265.02	0.2000	146.72	146.20	4.83	11.79	148.72	148.36	148.41	148.20	148.28	148.35	0.012	1.75	1.54	3.34	4.31	1.64	2.00	0.939	0.773	0.0020	0.0040
LA-5	A-5	A-6	1	1.50	n/a	49.00	52.00	0.3880	146.87	146.68	4.63	7.62	148.37	148.36	148.47	148.18	148.28	148.35	0.012	2.62	2.62	4.30	4.64	1.49	1.50	0.880	0.826	0.0040	0.0050
LA-6	A-6	A-8	1	2.00	n/a	229.82	235.02	0.1520	146.20	145.85	7.09	10.29	148.20	148.28	148.35	147.85	148.08	148.18	0.012	2.26	2.26	3.31	4.85	2.00	2.00	1.291	0.945	0.0010	0.0040
LA-7	A-7	A-8	1	1.50	n/a	49.00	52.00	1.8570	147.51	146.60	1.62	16.68	149.01	148.15	148.22	148.10	146.93	147.42	0.012	2.24	5.62	5.67	3.34	0.64	0.33	0.327	0.477	0.0190	0.0040
LA-8	A-8	A-MH1	1	2.00	n/a	268.10	273.17	0.1190	145.85	145.53	7.87	9.11	147.85	148.08	148.18	147.53	147.80	147.89	0.012	2.50	2.50	3.06	5.02	2.00	2.00	1.525	0.998	0.0010	0.0040
LA-9	A-MH1	A-10	1	2.00	n/a	109.28	114.36	0.1010	145.53	145.42	7.87	8.36	147.53	147.80	147.89	147.42	147.68	147.77	0.012	2.50	2.50	2.85	5.02	2.00	2.00	1.643	0.998	0.0010	0.0040
LA-10	A-9	A-10	1	1.50	n/a	49.00	52.00	1.4490	147.31	146.60	3.54	14.74	148.81	148.36	148.36	148.10	147.13	147.76	0.012	2.67	6.37	6.51	4.23	1.05	0.53	0.520	0.718	0.0150	0.0040
LA-11	A-10	A-MH2	1	2.50	n/a	96.19	101.27	0.1460	145.42	145.28	11.01	18.24	147.92	147.68	147.77	147.78	147.63	147.71	0.012	2.36	2.30	3.68	5.22	2.26	2.35	1.467	1.111	0.0010	0.0040
LA-12	A-MH2	A-OUT	1	2.50	n/a	150.52	152.99	0.1530	145.28	145.05	11.01	18.69	147.78	147.63	147.71	147.55	147.55	147.63	0.012	2.30	2.24	3.68	5.22	2.35	2.50	1.467	1.111	0.0010	0.0040

NOTE:
1) STORM DRAIN CALCULATIONS MADE USING GEOPAK DRAINAGE.
2) PONDING WIDTHS DO NOT EXCEED THE WIDTH ALLOWED BY THE HYDRAULIC MANUAL.
3) RAINFALL FREQUENCY 2YR
4) MINIMUM TIME OF CONCENTRATION = 10 MIN.

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER
5/2/2014

THE COUNTY OF HIDALGO TEXAS

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L&G Engineering
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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH HYDRAULIC DATA NETWORK A

SCALE:
HOR. - N.T.S.
VER. -

SHEET 1 OF 2

DN: D.B.T.		FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.		21	TX				117
DW: D.B.T.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.							
TR:		21	HIDALGO	0921	02	323	MILE 2
CK TR:							

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INLET HYDRAULICS CSJ: 0921-02-323

LINK ID	DISCHARGE	AREA DISCHARGE	SUPPLIED DISCHARGE	BY PASS FLOW INTO	BY PASS NODE ID	MAX BY PASS	BY PASS FLOW	CAPACITY	TYPE	PROFILE TYPE	STATION	OFFSET	ELEVATION UPSTREAM	LONGITUDINAL SLOPE	COMPUTED PONDED WIDTH	MAX PONDED WIDTH	COMPUTED PONDED DEPTH	MAX PONDED DEPTH	LENGTH REQUIRED	CURB LENGTH	CURB DEPRESSION	CURB HEIGHT	CURB DEPRESSION WIDTH	GRATE TYPE	GRATE LENGTH	GRATE WIDTH	GRATE AREA	GRATE PERIMETER	GRATE CLOG AREA	GRATE CLOG PER	SPREAD N	COMPOSITE SPREAD SLOPE
	(CFS)	(CFS)	(CFS)	(CFS)		(CFS)	(CFS)	(CFS)				(FT.)		(%)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)		(FT.)	(FT.)	(SQ. FT.)	(FT.)	(SQ. ft.)	(SQ. FT.)		
A-1	2.459	2.46			A-3	0.5		2.46	Curb	On Grade	23+00.00	-26.00	151.82	0.2010	10.67	15.00	0.27	0.50	6.96	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
A-2	0.936	0.94			A-4	0.5		0.94	Curb	On Grade	23+00.00	26.00	151.82	0.2010	7.43	15.00	0.19	0.50	3.99	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
A-3	2	2.00			A-5	0.5		2.00	Curb	On Grade	21+50.00	-26.00	151.51	0.2010	9.88	15.00	0.25	0.50	6.18	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
A-4	0.892	0.89			A-6	0.5		0.89	Curb	On Grade	21+50.00	26.00	151.51	0.2010	7.16	15.00	0.21	0.50	3.46	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.029
A-5	4.633	4.63				0.5		20.41	Curb	Sag	18+85.00	-26.00	150.98	n/a	10.90	15.00	0.19	0.50	6.26	22.40	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
A-6	2.48	2.48				0.5		9.27	Curb	Sag	18+85.00	26.00	150.98	n/a	8.04	15.00	0.21	0.50	6.26	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.029
A-7	1.616	1.62			A-5	0.5		1.62	Curb	On Grade	16+50.00	-26.00	151.62	0.2720	8.62	15.00	0.22	0.50	5.84	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
A-8	0.949	0.95			A-6	0.5		0.95	Curb	On Grade	16+50.00	26.00	151.62	0.2720	7.68	15.00	0.19	0.50	3.90	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.025
A-9	3.539	3.54				0.5		20.41	Curb	Sag	12+24.00	-26.00	151.42	n/a	7.99	15.00	0.16	0.50	4.66	22.40	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
A-10	2.314	2.31				0.5		20.41	Curb	Sag	12+24.00	26.00	151.42	n/a	7.40	15.00	0.12	0.50	4.66	22.40	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.025

ESTIMATED STORM DRAIN QUANTITIES						ITEM 464 (R.C.P. CL III)			ITEM 400				ITEM 402
									2001	2005	2007	2011	2001
LINK ID	LINK UPSTREAM NODE	LINK DOWNSTREAM NODE	LINK RISE	RCP SIZE	ACTUAL LENGTH	18"	24"	30"	STRUCTURAL EXCAVATION	Cement Stablizied Backfill (EA)	Structural Excavation (SPL) (EA)	Sand Backfill (EA)	TRENCH PROTECTION
			(LF)	(IN.)	(FT.)	(LF)	(LF)	(LF)	(CY)				(LF)
LA-1	A-1	A-2	1.5	18	49	49			42	16	4		
LA-2	A-2	A-4	1.5	18	145	145			126	48	11		
LA-3	A-3	A-4	1.5	18	49	49			42	16	4		
LA-4	A-4	A-6	2	24	260		260		276		22	104	
LA-5	A-5	A-6	1.5	18	49	49			42	16	4		
LA-6	A-6	A-8	2	24	230		230		269		19	92	179
LA-7	A-7	A-8	1.5	18	49	49			46	16	4		1
LA-8	A-8	A-MH1	2	24	268		268		343		22	108	268
LA-9	A-MH1	A-10	2	24	109		153		143		9	44	109
LA-10	A-9	A-10	1.5	18	49	49			45	16	4		
LA-11	A-10	A-MH2	2.5	30	96			52	139		9	47	96
LA-12	A-MH2	A-OUT	2.5	30	151			151	198		14	74	14
TOTAL						**390**	**911**	**203**	**1711**	**128**	**124**	**470**	**667**

Inlets & Manholes							ITEM 465 - INLETS		ITEM 465 - MH
NODE ID	TYPE	STATION	OFFSET	ELEVATION	REFERENCE CHAIN	REFERENCE PGL	TY "F"	Inlet Extensions	TY "M"
							(EA)	(EA)	(EA)
A-1	Curb	23+00.00	-26	152.69	CHN03	PGL	1		
A-2	Curb	23+00.00	26	152.69	CHN03	PGL	1		
A-3	Curb	21+50.00	-26	152.37	CHN03	PGL	1		
A-4	Curb	21+50.00	26	152.37	CHN03	PGL	1		
A-5	Curb	18+85.00	-26	151.80	CHN03	PGL	1	2	
A-6	Curb	18+85.00	26	151.80	CHN03	PGL	1		
A-7	Curb	16+50.00	-26	152.37	CHN03	PGL	1		
A-8	Curb	16+50.00	26	152.37	CHN03	PGL	1		
A-9	Curb	12+24.00	-26	152.06	CHN03	PGL	1	2	
A-10	Curb	12+24.00	26	152.06	CHN03	PGL	1	2	
A-MH1	Junction	13+78.00	24.5	152.00	CHN03	PGL			1
A-MH2	Junction	11+70.00	25	151.62	CHN03	PGL			1
A-OUT	Outlet	10+21.00	30	150.00	CHN03	PGL			
TOTAL							**10**	**6**	**2**

NOTE:
1) STORM DRAIN CALCULATIONS MADE USING GEOPAK DRAINAGE.
2) PONDING WIDTHS DO NOT EXCEED THE WIDTH ALLOWED BY THE HYDRAULIC MANUAL.
3) RAINFALL FREQUENCY 2YR
4) MINIMUM TIME OF CONCENTRATION = 10 MIN.

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER
5/2/2014

THE COUNTY OF HIDALGO TEXAS

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MILE 2 NORTH HYDRAULIC DATA NETWORK A

SCALE:
HOR. - N.T.S.
VER. -

SHEET 2 OF 2

DN: D.B.T.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					118
DW: D.B.T.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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DRAINAGE AREA COMPUTATIONS

AREA ID	DESCRIPTION	TIME OF CONCENTRATION	Tc USED	DISCHARGE	INTENSITY	COMPOSITE C VALUE	COMPOSITE AREA	TOTAL SUBAREA C VALUE	TOTAL SUBAREA	REMAINDER C VALUE	REMAINDER AREA	SUBAREA 1 AREA	SUBAREA 1 C VALUE	SUBAREA 1 DESCRIPTION	SUBAREA 2 AREA	SUBAREA 2 C VALUE	SUBAREA 2 DESCRIPTION	SUBAREA 3 AREA	SUBAREA 3 C VALUE	SUBAREA 3 DESCRIPTION	SUBAREA 4 AREA	SUBAREA 4 C VALUE	SUBAREA 4 DESCRIPTION
		(MINUTES)	(MINUTES)	(CFS)	(IN/HOUR)		(ACRES)		(ACRES)		(ACRES)	(ACRES)			(ACRES)			(ACRES)			(ACRES)	(ACRES)	
B-1		292.2	292.2	19.6	0.6	0.3	115.4	0.3	115.4	0.3	0.006	82.454	0.250	Grass	2.658	0.150	Agricultural	0.580	0.850	Pavement	29.659	0.300	1 Fam Resid
B-2		146.6	146.6	6.3	1.1	0.2	27.5	0.2	27.5	0.3	0.001	2.063	0.250	Grass	17.746	0.150	Agricultural	0.320	0.850	Pavement	7.323	0.300	1 Fam Resid
B-3		287.1	287.1	2.5	0.7	0.3	13.5	0.3	13.5	0.3	0.007	1.731	0.250	Grass	0.812	0.150	Agricultural	0.100	0.850	Pavement	10.814	0.300	1 Fam Resid
B-4		323.2	323.2	4.2	0.6	0.3	24.8	0.3	24.8	0.3	0.007	7.274	0.250	Grass	0.435	0.150	Agricultural	0.110	0.850	Pavement	17.016	0.300	1 Fam Resid
B-5		44.8	44.8	1.4	2.7	0.3	1.6	0.3	1.6	0.3	0.007	1.335	0.250	Grass		0.400	1 Fam Resid	0.220	0.850	Pavement			
B-6		51.5	51.5	3.8	2.4	0.3	5.4	0.3	5.4	0.3	0.007	3.824	0.250	Grass	0.290	0.850	Pavement	1.261	0.300	1 Fam Resid			
B-7		36.4	36.4	1.1	3.1	0.3	1.2	0.3	1.2	0.3	0.001	1.136	0.250	Grass	0.100	0.850	Pavement						
B-8		245.3	245.3	7.7	0.7	0.3	39.6	0.3	39.6	0.3	0.001	12.988	0.250	Grass	7.554	0.150	Agricultural	0.500	0.850	Pavement	18.540	0.300	1 Fam Resid
B-9		36.4	36.4	1.4	3.1	0.2	2.2	0.2	2.2	0.3		0.163	0.250	Grass	1.802	0.150	Agricultural	0.187	0.850	Pavement			
B-10		40.9	40.9	1.2	2.8	0.2	2.0	0.2	2.0	0.3	0.029	1.680	0.150	Agricultural	0.150	0.850	Pavement	0.151	0.300	1 Fam Resid			
B-11		30.6	30.6	0.7	3.4	0.2	0.8	0.2	0.8	0.3	0.005	0.724	0.150	Agricultural	0.110	0.850	Pavement						

NOTE:
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2) PONDING WIDTHS DO NOT EXCEED THE WIDTH ALLOWED BY THE HYDRAULIC MANUAL.
3) RAINFALL FREQUENCY 2YR
4) MINIMUM TIME OF CONCENTRATION = 10 MIN.

STATE OF TEXAS
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MILE 2 NORTH HYDRAULIC DATA NETWORK B

SCALE:
HOR. - N.T.S.
VER. -

SHEET 1 OF 3

DN: D.B.T.	FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
CK DN: D.B.T.	21	TX		119
DW: D.B.T.	STATE DIST. NO	COUNTY	CONTROL NO. / SECTION NO. / JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921 / 02 / 323	MILE 2
TR:				
CK TR:				

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LINK COMPUTATIONS

LINK ID	UPSTREAM NODE	DOWNSTREAM NODE	NUMBER OF BARRELS	RISE	SPAN	ACTUAL LENGTH	HYDRAULIC LENGTH	SLOPE	INVERT UPSTREAM	INVERT DOWNSTREAM	DISCHARGE	CAPACITY	SOFFIT UPSTREAM	HGL UPSTREAM	EGL UPSTREAM	SOFFIT DOWNSTREAM	HGL DOWNSTREAM	EGL DOWNSTREAM	MANNING'S N VALUE	ACTUAL VELOCITY UPSTREAM	ACTUAL VELOCITY DOWNSTREAM	UNIFORM VELOCITY	CRITICAL VELOCITY	ACTUAL DEPTH UPSTREAM	ACTUAL DEPTH DOWNSTREAM	UNIFORM DEPTH	CRITICAL DEPTH	FRICTION SLOPE	CRITICAL SLOPE
				(FT.)	(FT.)	(FT.)	(FT.)	(%)	(FT.)	(FT.)	(CFS)	(CFS)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)		(FPS)	(FPS)	(FPS)	(FPS)	(FT.)	(FT.)	(FT.)	(FT.)		
LB-1	B-1	B-2	1	2.00	n/a	36.98	39.98	1.3520	148.00	147.50	19.57	30.66	150.00	150.88	150.88	149.50	148.80	150.07	0.012	6.23	9.04	9.78	7.31	2.00	1.30	1.217	1.590	0.0140	0.0070
LB-2	B-2	B-MH1	1	2.00	n/a	79.02	83.02	1.2650	147.50	146.50	23.20	29.66	149.50	149.26	150.28	148.50	147.94	149.37	0.012	7.91	9.61	9.82	8.10	1.76	1.44	1.408	1.712	0.0130	0.0080
LB-3	B-MH1	B-3	1	2.50	n/a	142.34	147.42	0.3510	146.00	145.50	23.20	28.33	148.50	147.85	148.41	148.00	147.40	147.68	0.012	5.95	5.81	6.01	6.80	1.85	1.90	1.833	1.640	0.0030	0.0050
LB-4	B-3	B-4	1	3.00	n/a	128.21	133.42	0.1480	145.00	144.81	25.66	29.92	148.00	147.40	147.68	147.81	147.22	147.56	0.012	4.24	4.21	4.44	6.51	2.40	2.41	2.288	1.635	0.0010	0.0040
LB-5	B-5	B-4	1	1.50	n/a	51.00	54.00	1.0780	147.05	146.50	1.40	12.71	148.55	147.63	147.69	148.00	146.85	147.16	0.012	2.20	4.47	4.50	3.21	0.58	0.35	0.348	0.442	0.0110	0.0040
LB-6	B-4	B-6	1	3.00	n/a	298.04	303.24	0.1510	144.81	144.36	28.21	30.20	147.81	147.22	147.56	147.36	146.72	147.10	0.012	4.63	4.72	4.54	6.74	2.41	2.36	2.464	1.718	0.0020	0.0040
LB-7	B-7	B-6	1	1.50	n/a	51.00	54.00	0.9800	146.45	145.95	1.13	12.12	147.95	146.96	147.02	147.45	146.27	146.53	0.012	2.14	4.08	4.08	3.04	0.51	0.32	0.322	0.396	0.0100	0.0040
LB-8	B-6	B-8	1	3.00	n/a	270.99	276.19	0.1510	144.36	143.95	29.29	30.23	147.36	146.72	147.10	146.95	146.13	146.45	0.012	4.90	5.33	4.25	6.83	2.36	2.18	2.816	1.752	0.0010	0.0040
LB-9	B-9	B-8	1	1.50	n/a	51.00	54.00	0.6860	145.70	145.35	1.44	10.14	147.20	146.30	146.33	146.85	145.75	145.98	0.012	2.21	3.85	3.87	3.22	0.60	0.40	0.396	0.451	0.0070	0.0040
LB-10	B-8	B-10	1	3.50	n/a	218.65	223.85	0.1510	143.45	143.12	35.61	45.55	146.95	146.13	146.45	146.62	145.88	146.19	0.012	4.51	4.37	4.92	6.90	2.68	2.76	2.464	1.851	0.0010	0.0040
LB-11	B-11	B-10	1	1.50	n/a	63.00	66.00	0.7940	145.65	145.15	0.70	10.91	147.15	146.03	146.09	146.65	145.42	145.59	0.012	2.01	3.28	3.29	2.60	0.38	0.27	0.267	0.314	0.0080	0.0040
LB-12	B-10	B-MH3	1	3.50	n/a	176.51	182.08	0.1530	143.12	142.85	35.91	45.86	146.62	145.88	146.19	146.35	145.69	146.02	0.012	4.41	4.29	4.96	6.92	2.76	2.84	2.464	1.859	0.0020	0.0040

NOTE:
1) STORM DRAIN CALCULATIONS MADE USING GEOPAK DRAINAGE.
2) PONDING WIDTHS DO NOT EXCEED THE WIDTH ALLOWED BY THE HYDRAULIC MANUAL.
3) RAINFALL FREQUENCY 2YR
4) MINIMUM TIME OF CONCENTRATION = 10 MIN.

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER
5/2/2014

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MILE 2 NORTH HYDRAULIC DATA
NETWORK B

SCALE:
HOR. - N.T.S.
VER. -

SHEET 2 OF 3

DN: D.B.T.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					120
DW: D.B.T.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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INLET HYDRAULICS

LINK ID	DISCHARGE	AREA DISCHARGE	BY PASS NODE ID	MAX BY PASS	BY PASS FLOW	CAPACITY	TYPE	PROFILE TYPE	STATION	OFFSET	ELEVATION UPSTREAM	LONGITUDINAL SLOPE	COMPUTED PONDED WIDTH	MAX PONDED WIDTH	COMPUTED PONDED DEPTH	MAX PONDED DEPTH	LENGTH REQUIRED	CURB LENGTH	CURB DEPRESSION	CURB HEIGHT	CURB DEPRESSION WIDTH	GRATE TYPE	GRATE LENGTH	GRATE WIDTH	GRATE AREA	GRATE PERIMETER	GRATE CLOG AREA	GRATE CLOG PER	SPREAD N	COMPOSITE SPREAD SLOPE
	(CFS)	(CFS)		(CFS)	(CFS)	(CFS)				(FT.)		(%)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)	(FT.)		(FT.)	(FT.)	(SQ. FT.)	(FT.)	(SQ. ft.)	(SQ. FT.)		
B-1	19.57	19.57		0.5		46.05	Grate	Sag	25+05.40	-132.00	152.28	n/a	13.49	14.00	1.13	2.00	n/a	n/a	n/a	n/a	n/a	45 Tilt Bar	6	3	18	18	0.5	0.707	0.03	0.1
B-2	6.282	6.28		0.5		30.70	Grate	Sag	25+38.00	-116.00	152.91	n/a	6.41	10.00	0.69	2.00	n/a	n/a	n/a	n/a	n/a	45 Tilt Bar	3	3	9	12	0.5	0.707	0.03	0.167
B-3	2.536	2.54	B-4	0.5		2.54	Curb	On Grade	26+70.00	-27.00	152.12	0.4770	9.99	16.00	0.25	0.50	7.77	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.025
B-4	4.204	4.20	B-6	0.5		4.20	Curb	On Grade	28+00.00	-27.00	151.56	0.2280	12.74	16.00	0.32	0.50	9.74	13.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
B-5	1.397	1.40	B-7	0.5		1.40	Curb	On Grade	28+00.00	27.00	151.56	0.2280	9.17	16.00	0.23	0.50	4.68	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.025
B-6	3.842	3.84	B-8	0.5		3.84	Curb	On Grade	31+00.00	-27.00	150.88	0.2280	13.39	16.00	0.34	0.50	8.37	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.025
B-7	1.134	1.13	B-9	0.5		1.13	Curb	On Grade	31+00.00	27.00	150.88	0.2280	8.48	16.00	0.21	0.50	4.15	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.025
B-8	7.678	7.68		0.5		20.41	Curb	Sag	33+76.17	-27.00	150.24	n/a	12.62	16.00	0.26	0.50	4.19	22.40	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
B-9	1.442	1.44		0.5		20.41	Curb	Sag	33+76.17	27.00	150.24	n/a	7.34	16.00	0.09	0.50	4.87	22.40	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.015	0.025
B-10	1.233	1.23	B-8	0.5		1.23	Curb	On Grade	36+00.00	-27.00	150.74	0.2320	8.02	16.00	0.20	0.50	4.83	13.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025
B-11	0.699	0.70	B-9	0.5		0.70	Curb	On Grade	36+00.00	39.00	150.47	0.2320	6.48	27.00	0.16	0.50	3.49	8.70	0.42	0.42	1.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0.012	0.025

ESTIMATED STORM DRAIN QUANTITIES

LINK ID	LINK UPSTREAM NODE	LINK DOWNSTREAM NODE	LINK RISE	RCP SIZE	ACTUAL LENGTH	ITEM 464 (R.C.P. CL III)						ITEM 400				ITEM 402
						18"	24"	30"	36"	42"	48"	2001 STRUCTURAL EXCAVATION	2005 Cement Stabilized Backfill	2007 Structrual Excavation (SPL)	2011 Sand Backfill	2001 TRENCH PROTECTION
			(LF)	(IN.)	(FT.)	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(CY)	(CY)	(CY)	(CY)	(LF)
CSJ: 0921-02-323																
LB-1	B-1	B-2	2	24	37		37					40		3	15	13
LB-2	B-2	B-MH1	2	24	79		79					91		7	32	3
LB-3	B-MH1	B-3	2.5	30	142			142				199		13	70	142
LB-4	B-3	B-4	3	36	128				128			222		13	75	128
LB-5	B-5	B-4	1.5	18	51	51						49	17	4		
LB-6	B-4	B-6	3	36	298				298			507		31	176	298
LB-7	B-7	B-6	1.5	18	51	51						48	17	4		
LB-8	B-6	B-8	3	36	271				271			448		28	160	271
LB-9	B-9	B-8	1.5	18	51	51						52	17	4		25
LB-10	B-8	B-10	3.5	42	219					219		436		25	151	219
LB-11	B-11	B-10	1.5	18	63	63						66	21	5		42
LB-12	B-10	B-MH3	3.5	42	177					177		372		20	122	177
GRAND TOTAL						**216**	**116**	**142**	**697**	**396**		**2530**	**72**	**157**	**801**	**1318**

Inlets & Manholes

NODE ID	TYPE	STATION	OFFSET	ELEVATION	REFERENCE CHAIN	REFERENCE PGL	ITEM 465 - INLETS 2103 TY "F"	2113 TY "CC"	2109 Inlet Extension	ITEM 465 - MH 2005 TY "M"
							(EA)	(EA)	(EA)	(EA)
CSJ: 0921-02-323										
B-1	Grate	25+05.40	-132	152.28	CHN03	PGL		1		
B-2	Grate	25+38.00	-116	152.91	CHN03	PGL		1		
B-3	Curb	26+70.00	-27	152.12	CHN03	PGL	1			
B-4	Curb	28+00.00	-27	151.56	CHN03	PGL	1		1	
B-5	Curb	28+00.00	27	151.56	CHN03	PGL	1			
B-6	Curb	31+00.00	-27	150.88	CHN03	PGL	1			
B-7	Curb	31+00.00	27	150.88	CHN03	PGL	1			
B-8	Curb	33+76.17	-27	150.24	CHN03	PGL	1		2	
B-9	Curb	33+76.17	27	150.24	CHN03	PGL	1		2	
B-10	Curb	36+00.00	-27	150.74	CHN03	PGL	1		1	
B-11	Curb	36+00.00	39	150.47	CHN03	PGL	1			
B-MH1	Junction	25+27.00	-33.9	152.17	CHN03	PGL				1
GRAND TOTAL							**9**	**2**	**6**	**1**

NOTE:
1) STORM DRAIN CALCULATIONS MADE USING GEOPAK DRAINAGE.
2) PONDING WIDTHS DO NOT EXCEED THE WIDTH ALLOWED BY THE HYDRAULIC MANUAL.
3) RAINFALL FREQUENCY 2YR
4) MINIMUM TIME OF CONCENTRATION = 10 MIN.

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Environmental
Constr. Material Testing

MILE 2 NORTH HYDRAULIC DATA NETWORK B

SCALE:
HOR. - N.T.S.
VER. -

SHEET 3 OF 3

DN: D.B.T.	FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
CK DN: D.B.T.	6	TX		121
DW: D.B.T.	STATE DIST. NO	COUNTY	CONTROL NO. / SECTION NO. / JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921 / 02 / 323	MILE 2
TR:				
CK TR:				

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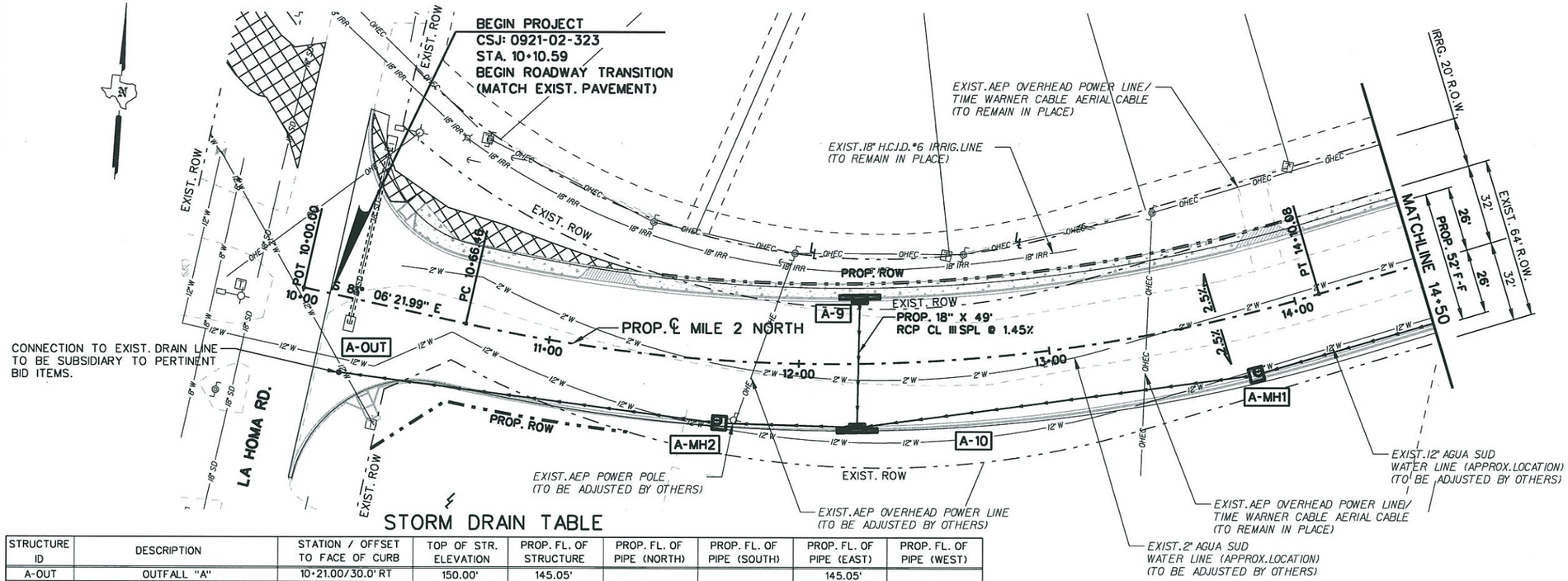
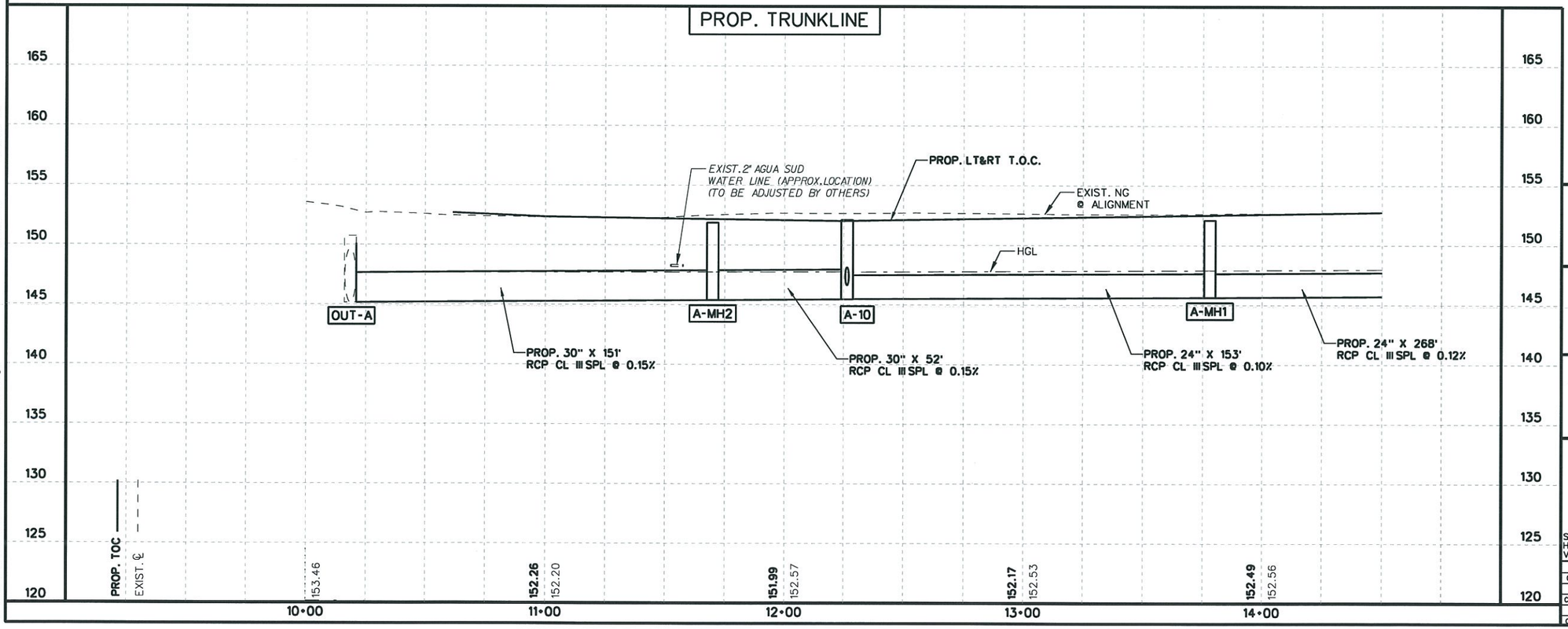


LEGEND:

- SEE P&P'S FOR PAYMENT
- SEE DRIVEWAY/TURNOUT TABLE FOR ALL SIDE DRAIN QUANTITIES AND FLOW LINE ELEVATIONS

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A-OUT	OUTFALL "A"	10+21.00/30.0' RT	150.00'	145.05'			145.05'	
A-MH2	MANHOLE	11+70.00/25.0' RT	151.62'	145.28'			145.28'	145.28'
A-10	TY "F" INLET W/2 EXT	12+24.00/26.0' RT	152.06'	145.42'	146.60'		145.42'	145.42'
A-9	TY "F" INLET W/2 EXT	12+24.00/26.0' LT	152.06'	147.31'		147.31'		
A-MH1	MANHOLE	13+78.00/24.5' RT	152.00'	145.53'			145.53'	145.53'



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Environmental
Constr. Material Testing

MILE 2 NORTH
UTILITY & DRAINAGE
STA. 10+00 TO STA. 14+50

SCALE:
HOR. - 1"=50'
VER. - 1"=10'

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					122
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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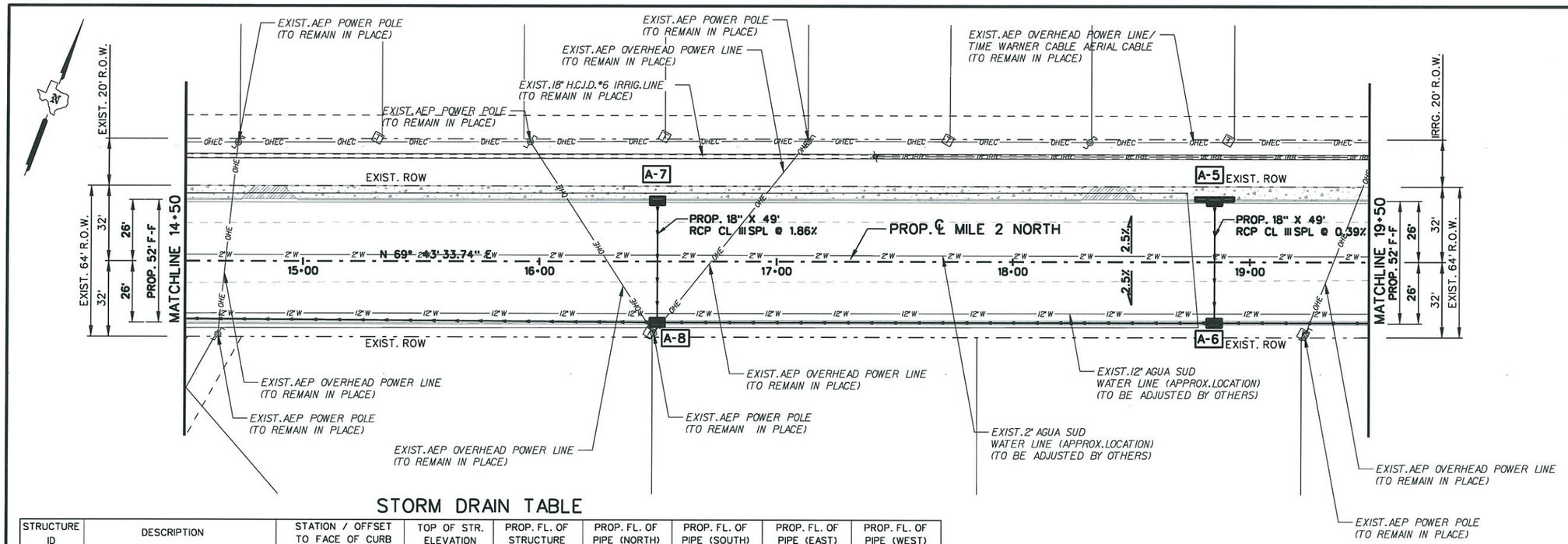
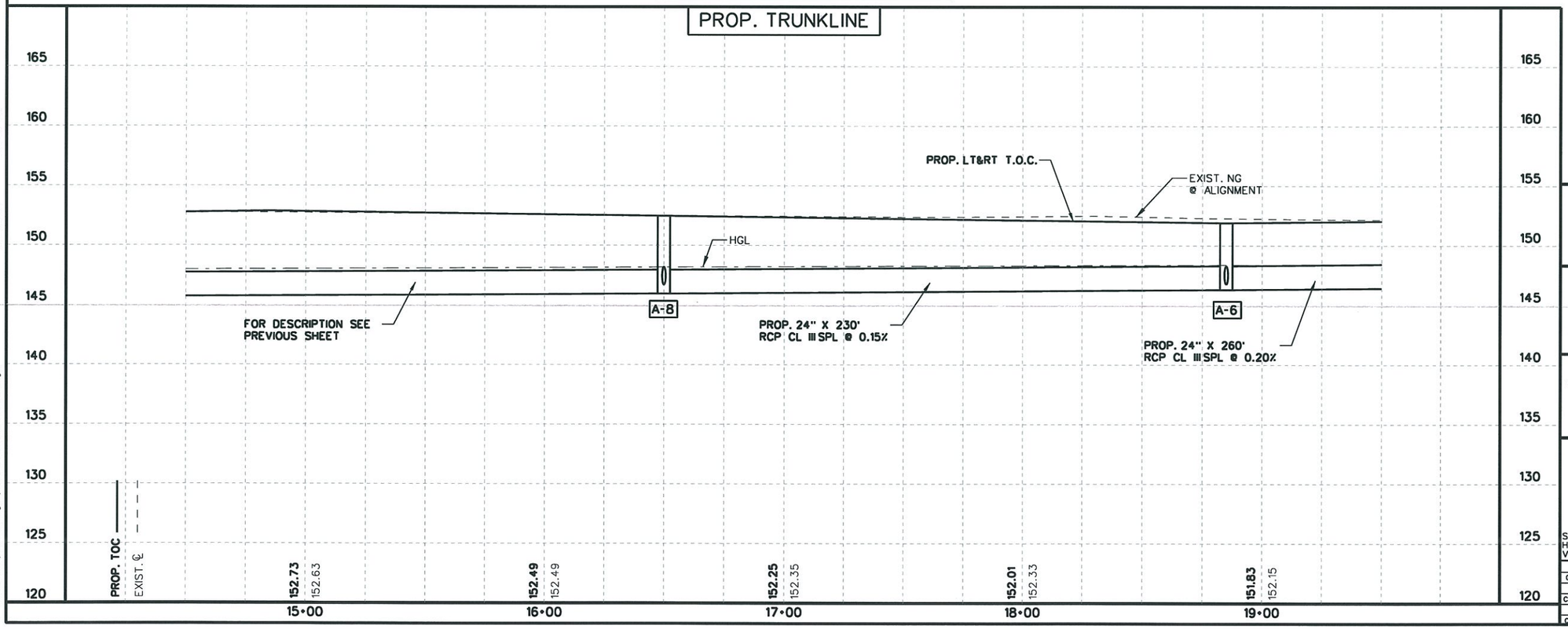


LEGEND:

- SEE P&P'S FOR PAYMENT
- SEE DRIVEWAY/TURNOUT TABLE FOR ALL SIDE DRAIN QUANTITIES AND FLOW LINE ELEVATIONS

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A-7	TY "F" INLET	16+50.00/26.0' LT.	152.37'	147.51'		147.51'		
A-8	TY "F" INLET	16+50.00/26.0' RT.	152.37'	145.85'	146.60'		145.85'	145.85'
A-6	TY "F" INLET	18+85.00/26.0' RT.	151.80'	146.20'	146.68'		146.20'	146.20'
A-5	TY "F" INLET W/2 EXT	18+85.00/26.0' LT.	151.80'	146.87'		146.87'		



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MILE 2 NORTH UTILITY & DRAINAGE STA. 14+50 TO STA. 19+50

SCALE:
HOR. - 1"=50'
VER. - 1"=10'

SHEET 2 OF 6

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TX					123
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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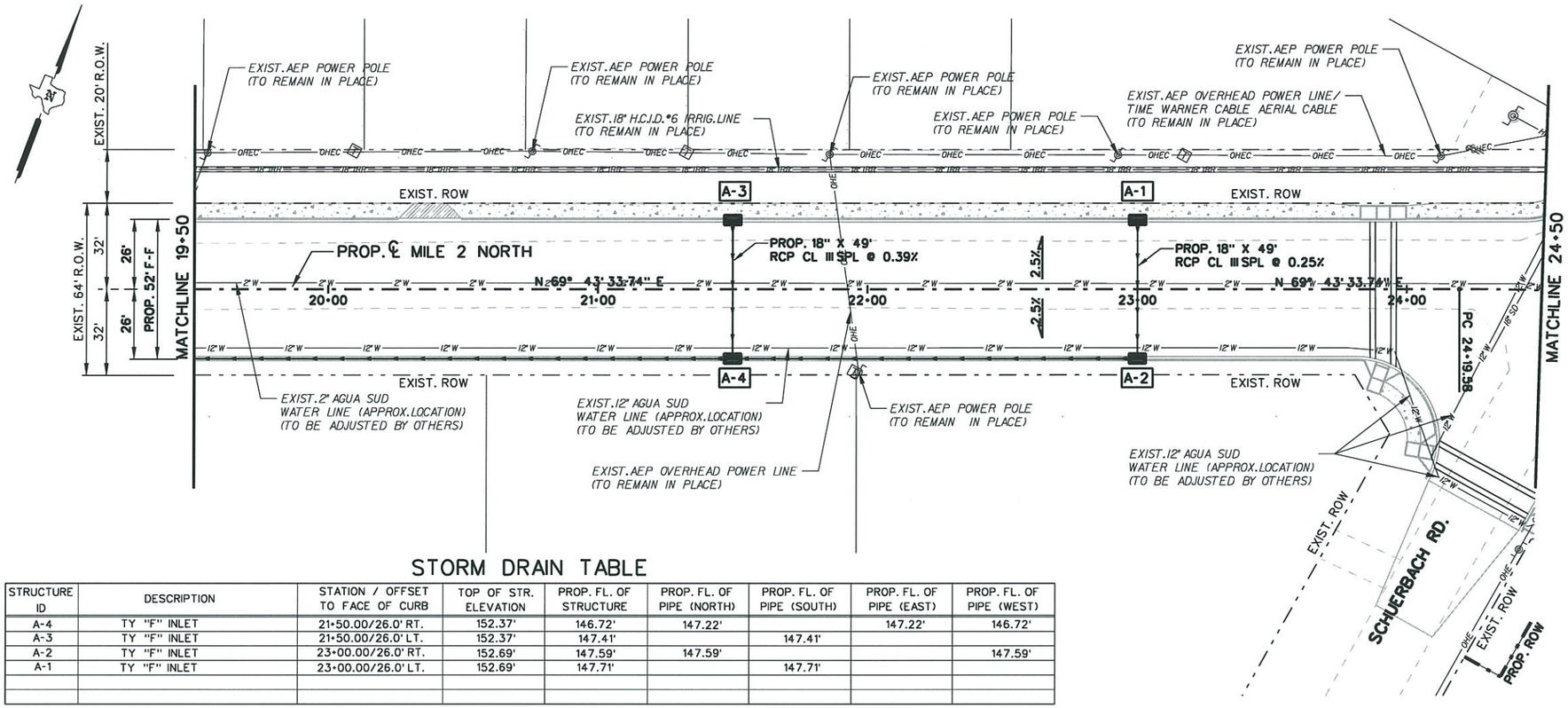
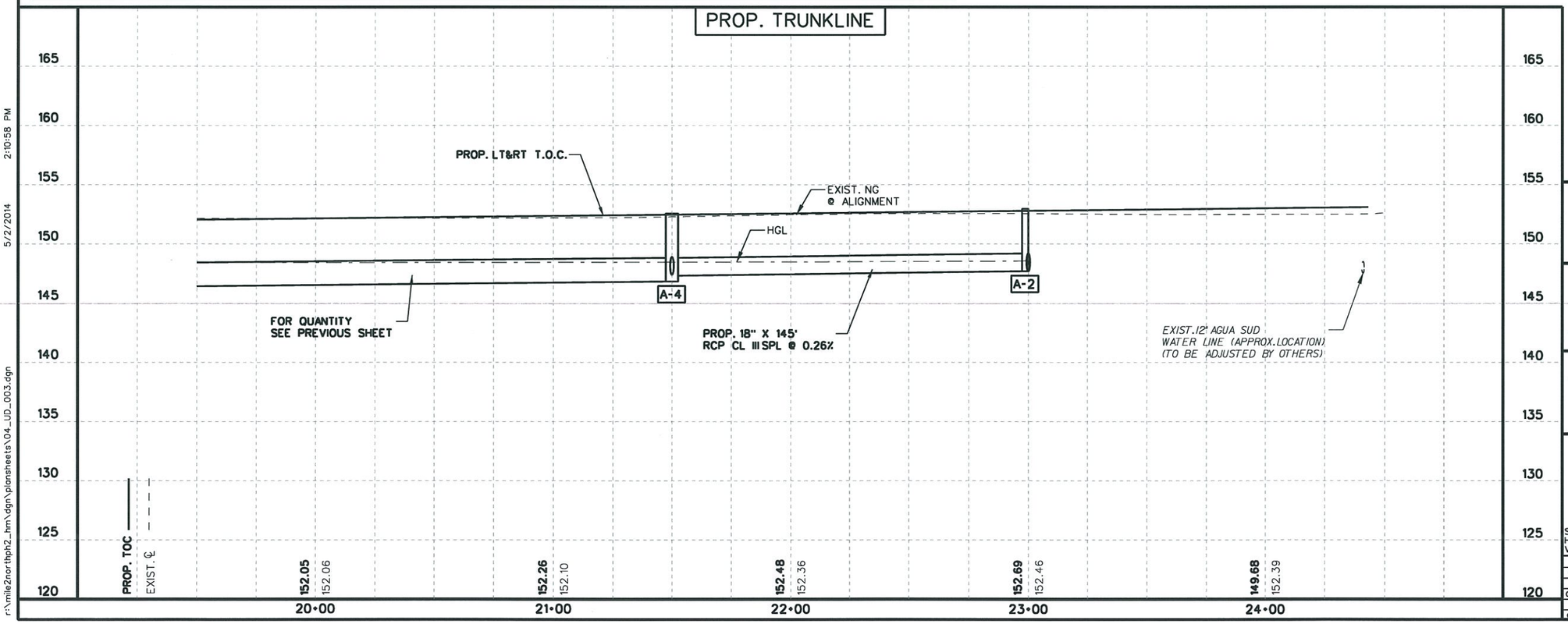


LEGEND:

- SEE P&P'S FOR PAYMENT
- SEE DRIVEWAY/TURNOUT TABLE FOR ALL SIDE DRAIN QUANTITIES AND FLOW LINE ELEVATIONS

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A-4	TY "F" INLET	21+50.00/26.0' RT.	152.37'	146.72'	147.22'		147.22'	146.72'
A-3	TY "F" INLET	21+50.00/26.0' LT.	152.37'	147.41'		147.41'		
A-2	TY "F" INLET	23+00.00/26.0' RT.	152.69'	147.59'	147.59'			147.59'
A-1	TY "F" INLET	23+00.00/26.0' LT.	152.69'	147.71'		147.71'		



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MILE 2 NORTH UTILITY & DRAINAGE STA. 19+50 TO STA. 24+50

SCALE:
HOR. - 1"=50'
VER. - 1"=10'

SHEET 3 OF 6

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
6	TX		124

STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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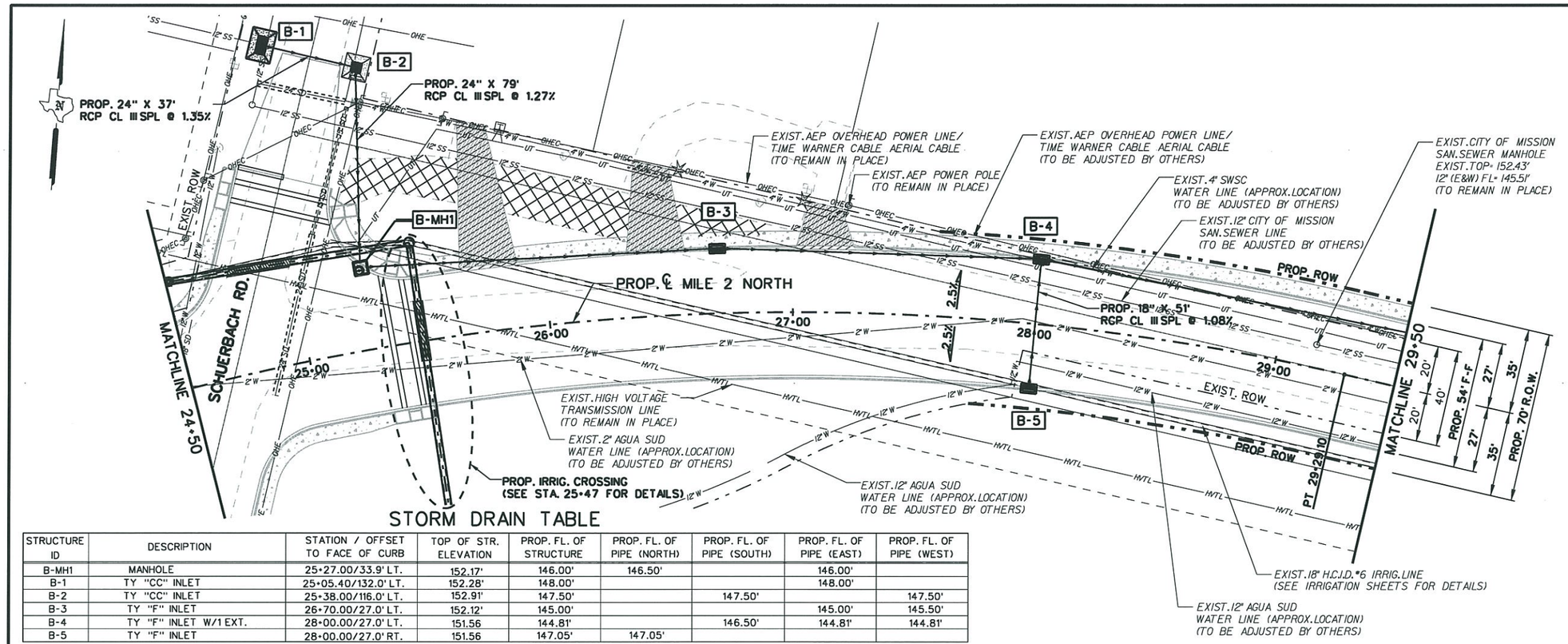


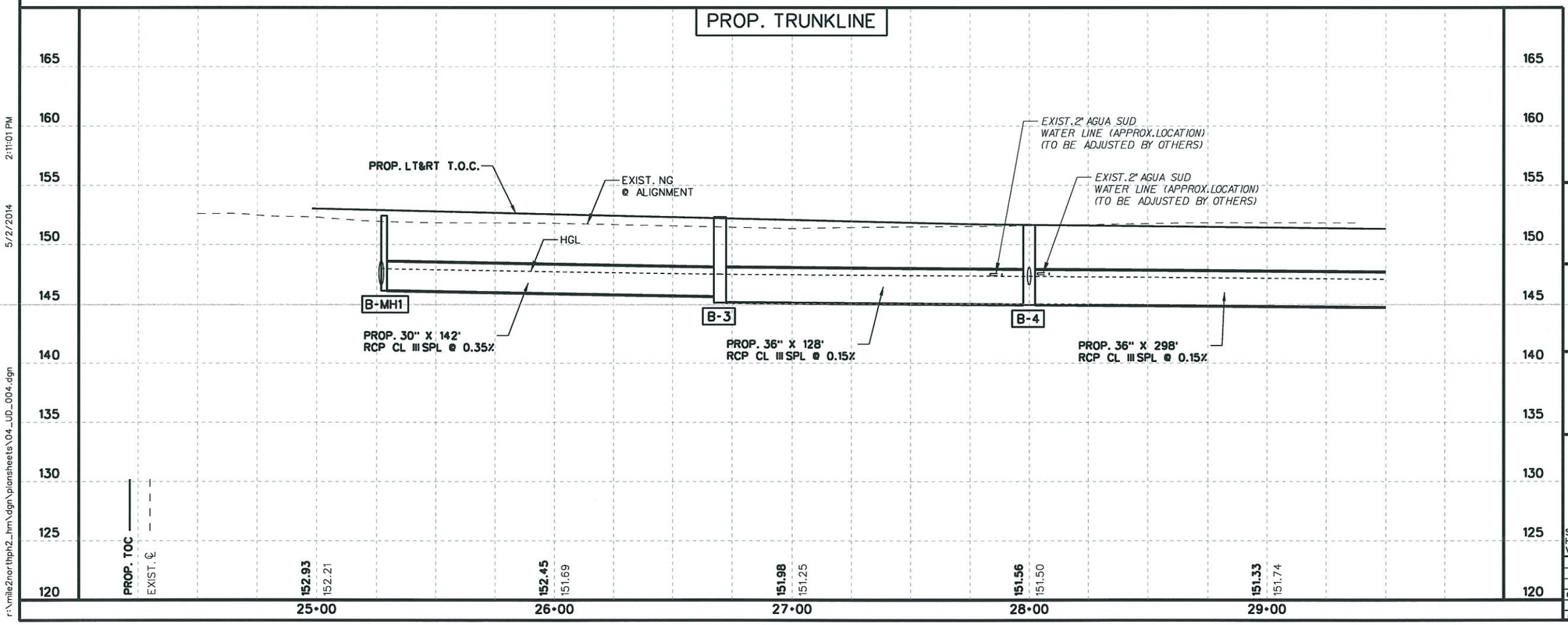
LEGEND:

- SEE P&P'S FOR PAYMENT
- SEE DRIVEWAY/TURNOUT TABLE FOR ALL SIDE DRAIN QUANTITIES AND FLOW LINE ELEVATIONS

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
B-MH1	MANHOLE	25+27.00/33.9' LT.	152.17'	146.00'	146.50'		146.00'	
B-1	TY "CC" INLET	25+05.40/132.0' LT.	152.28'	148.00'			148.00'	
B-2	TY "CC" INLET	25+38.00/116.0' LT.	152.91'	147.50'		147.50'		147.50'
B-3	TY "F" INLET	26+70.00/27.0' LT.	152.12'	145.00'			145.00'	145.50'
B-4	TY "F" INLET W/1 EXT.	28+00.00/27.0' LT.	151.56	144.81'		146.50'	144.81'	144.81'
B-5	TY "F" INLET	28+00.00/27.0' RT.	151.56	147.05'	147.05'			

PROP. TRUNKLINE



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MILE 2 NORTH
UTILITY & DRAINAGE
STA. 24+50 TO STA. 29+50

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 4 OF 6

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
6	TX		125

STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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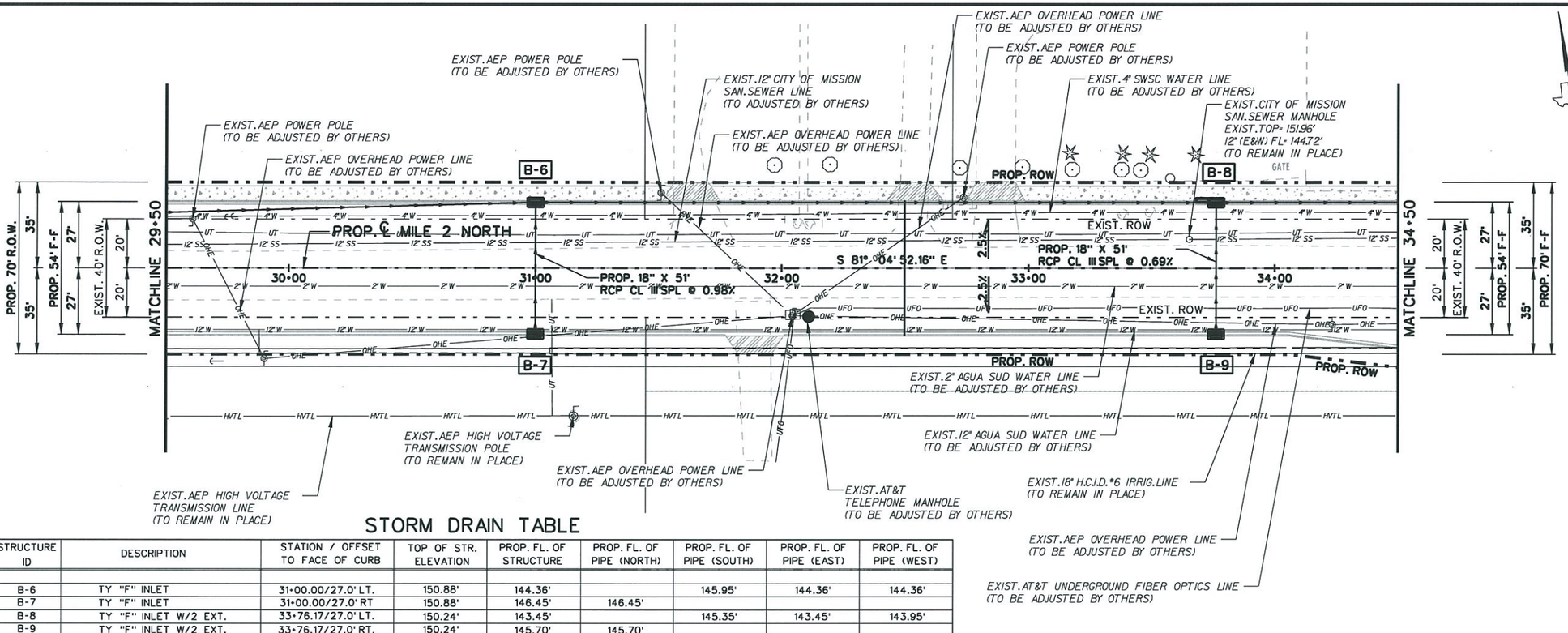


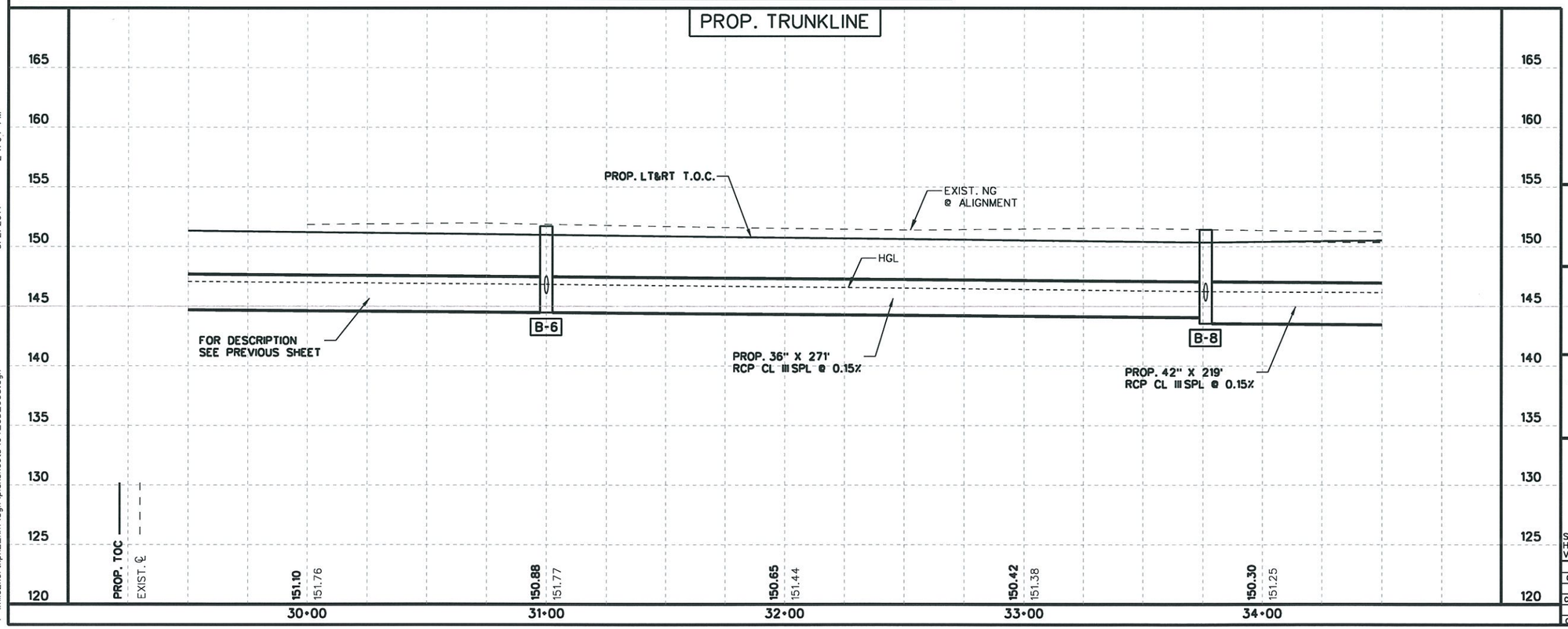
LEGEND:

SEE P&P'S FOR PAYMENT

SEE DRIVEWAY/TURNOUT TABLE FOR ALL SIDE DRAIN QUANTITIES AND FLOW LINE ELEVATIONS

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
B-6	TY "F" INLET	31+00.00/27.0' LT.	150.88'	144.36'		145.95'	144.36'	144.36'
B-7	TY "F" INLET	31+00.00/27.0' RT	150.88'	146.45'	146.45'			
B-8	TY "F" INLET W/2 EXT.	33+76.17/27.0' LT.	150.24'	143.45'		145.35'	143.45'	143.95'
B-9	TY "F" INLET W/2 EXT.	33+76.17/27.0' RT.	150.24'	145.70'	145.70'			



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DAMIEN B. TIJERINA
104828
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5/2/2014

THE COUNTY OF HIDALGO TEXAS

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MILE 2 NORTH UTILITY & DRAINAGE STA. 29+50 TO STA. 34+50

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 5 OF 6

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.	SHEET NO.
6	TX		126

STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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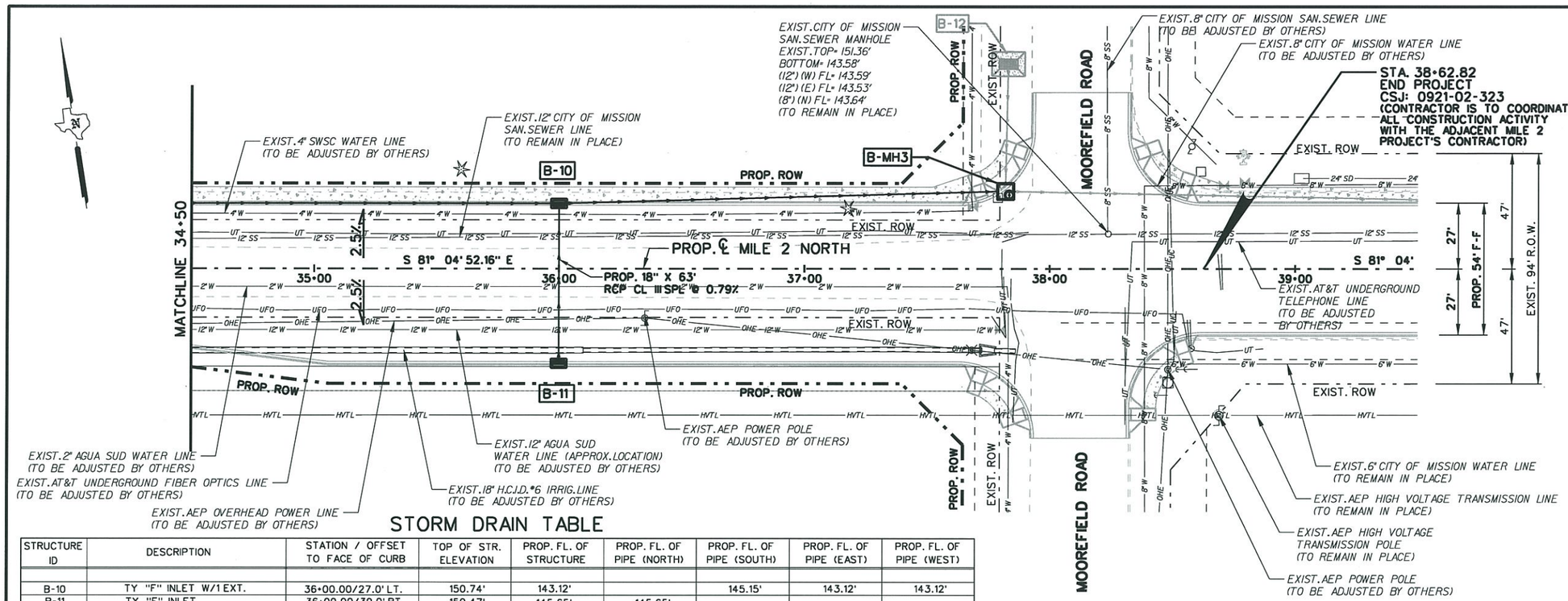
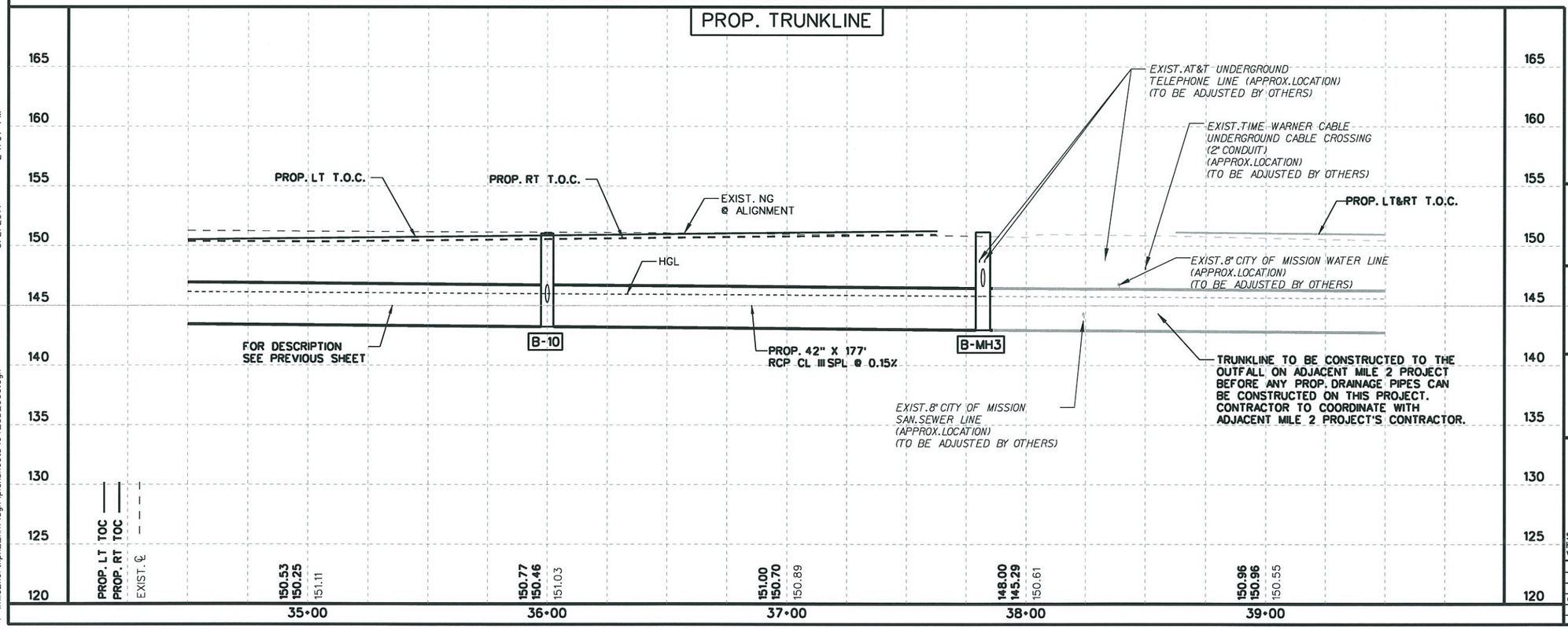


LEGEND:

- SEE P&P'S FOR PAYMENT
- ★ SEE DRIVEWAY/TURNOUT TABLE FOR ALL SIDE DRAIN QUANTITIES AND FLOW LINE ELEVATIONS
- ⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES. (SEE DRIVEWAY TABLE PAYMENT)

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
B-10	TY "F" INLET W/1 EXT.	36+00.00/27.0' LT.	150.74'	143.12'		145.15'	143.12'	143.12'
B-11	TY "F" INLET	36+00.00/39.0' RT	150.47'	145.65'	145.65'			
B-MH3	MANHOLE	37+82.00/31.7' LT.	150.61'	142.85'	146.50'		142.85'	142.85'



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MILE 2 NORTH UTILITY & DRAINAGE STA. 34+50 TO STA. 38+62.82

SCALE:
HOR. - 1"=50'
VER. - 1"=10'

SHEET 6 OF 6

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
6	TX				127
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
21	HIDALGO	0921	02	323	MILE 2

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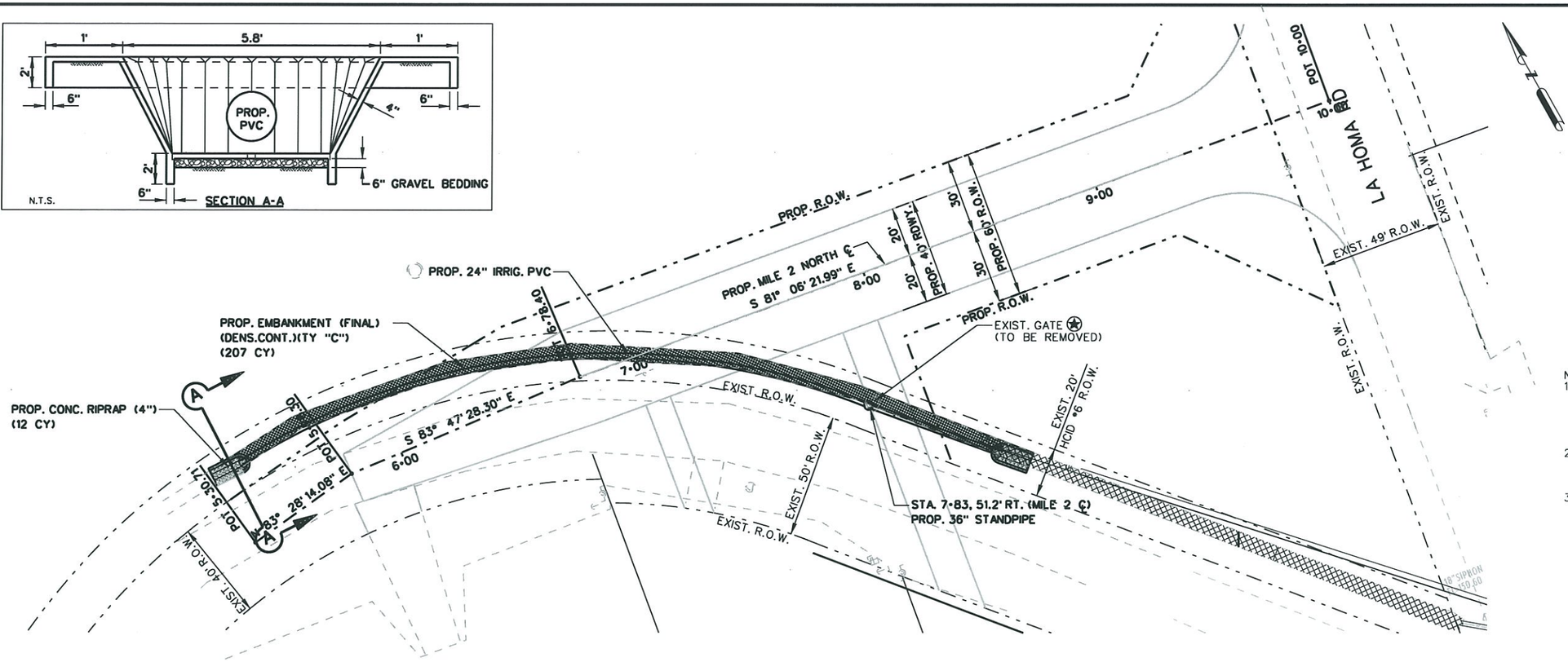


SHEET SUMMARY			
ITEM	DESCRIPTION	UNIT	QUANTITY
104	REMOVE CONC. RIP-RAP (4")	SY	12
132	EMBANKMENT	CY	207
⊙ 400	STRUCTURAL EXCAVATION	CY	416
432	CONC. RIPRAP (4")	CY	12
402	TRENCH PROTECTION	LF	318
432	STRUCTURAL EXCAVATION (SPL)	CY	12
496	REMOVE STRUCTURE (PIPE)	LF	-
496	REMOVE STRUCTURE (SMALL)	EA	1
4035	RCLHPP CL III (30")	LF	161
4035	RCLHPP CL III (36")	LF	22
4269	PRESSURE PVC IRRIG. PIPE (24")	LF	318

⊗ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.

⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.

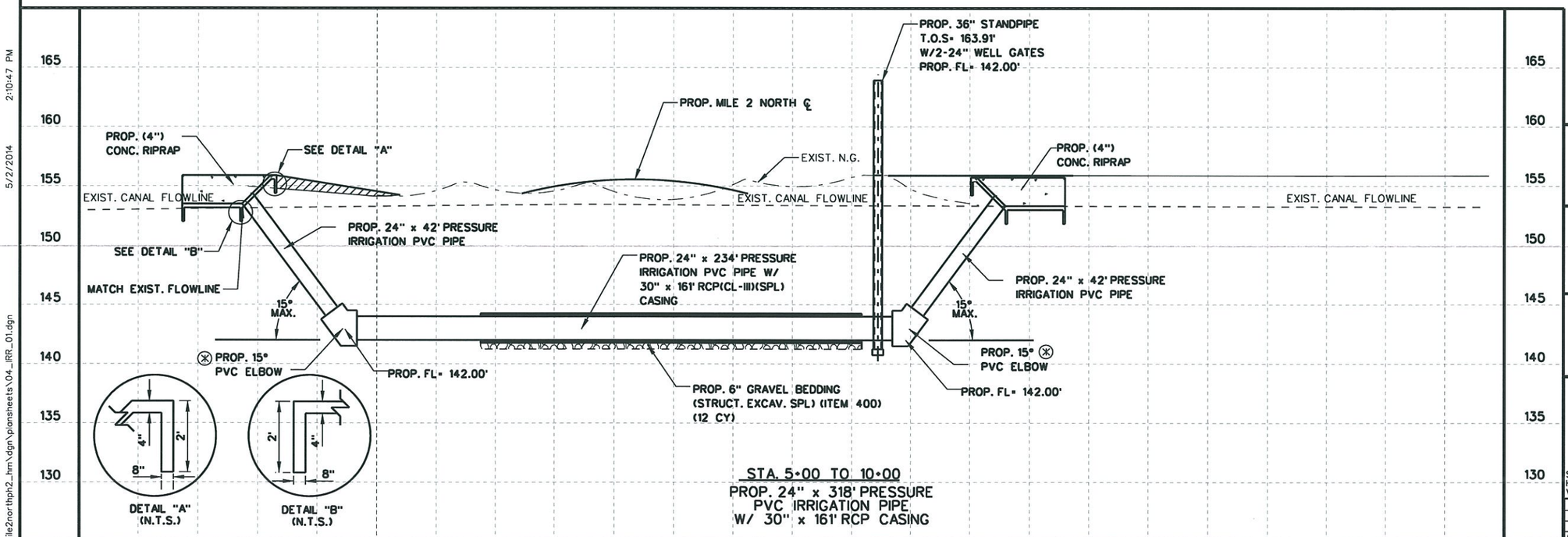
⊙ NON-PAY ITEM. FOR CONTRACTORS INFORMATION ONLY.

★ TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W." INCLUDES REMOVAL OF ALL APPURTENANCES.

RFD ROCK FILTER DAM TY 2

T.O.S. - TOP OF STRUCTURE

NOTE:
1. THE CONTRACTOR WILL COORDINATE AND CONTACT H.C.I.D.#6 AND THE CITY OF MISSION/L&G ENGINEERING 78 HOURS PRIOR TO ANY WORK DONE ON OR NEAR THE IRRIGATION STRUCTURES. JOE AGUILAR - (956) 585-8389
2. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO FIELD VERIFY UTILITIES PRIOR TO CONSTRUCTION.
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.



STA. 5+00 TO 10+00
PROP. 24" x 318' PRESSURE
PVC IRRIGATION PIPE
W/ 30" x 161' RCP CASING

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MILE 2 NORTH
IRRIGATION LAYOUT
(H.C.I.D.#6)
STA. 5+00 TO STA. 10+00

SCALE:
HOR. = 1"=50'
VER. = 1"=10'

SHEET 1 OF 3

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: A.J.S.	6	TX					128
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: A.J.S.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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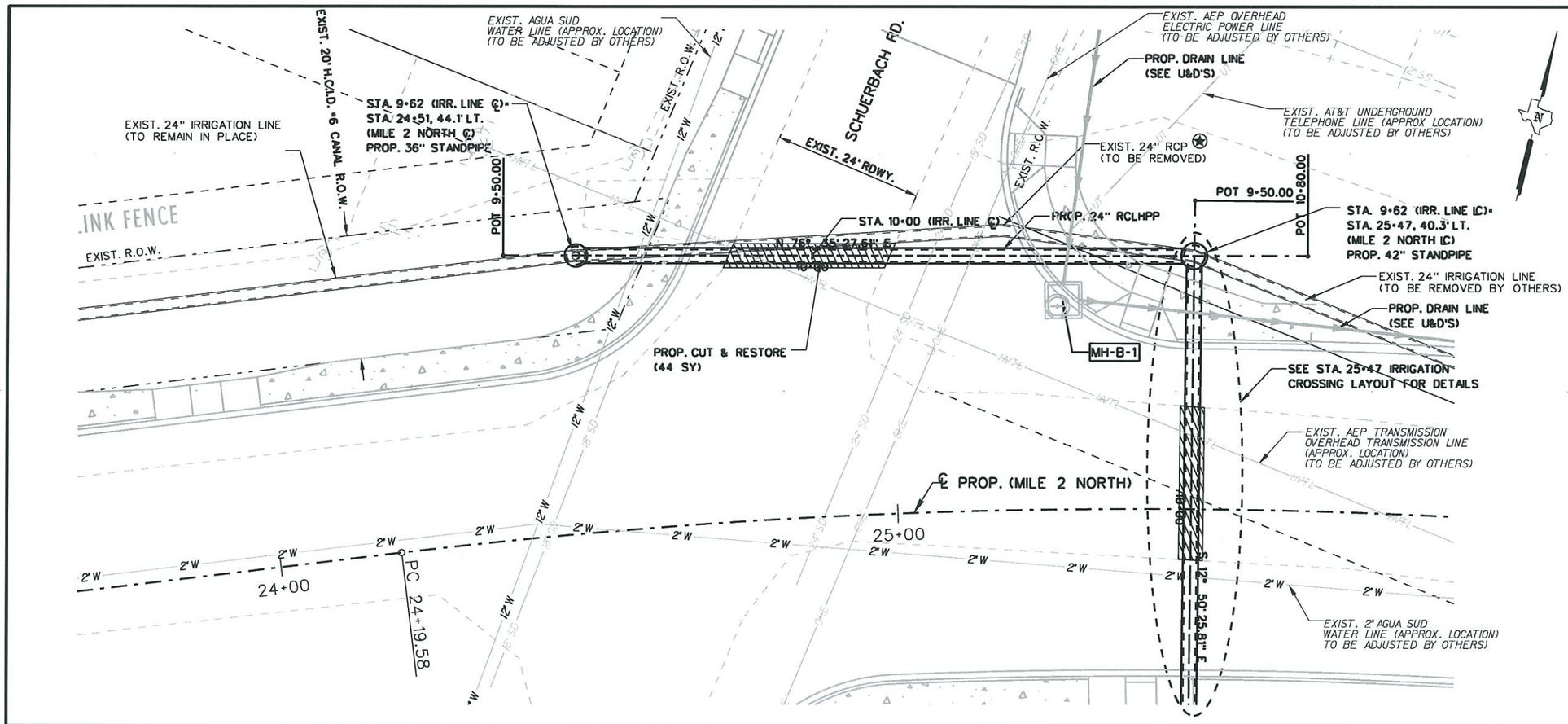


SHEET SUMMARY

	ITEM	DESCRIPTION	UNIT	QUANTITY
⊙	400	STRUCTURAL EXCAVATION	CY	127
	400	STRUCTURAL EXCAVATION (SPL)	CY	3
	400	CUT AND RESTORE	SY	44
	400	CEMENT STABILIZED BACKFILL	CY	16
	402	TRENCH PROTECTION	LF	100
	496	REMOVE STRUCTURE (PIPE)	LF	100
	4035	RCLHPP CL III (24")	EA	100
	4035	RCLHPP CL III (36")	LF	17
	4035	RCLHPP CL III (42")	EA	17
	4061	WELL GATE (24")	EA	2

⊗ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.

⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.

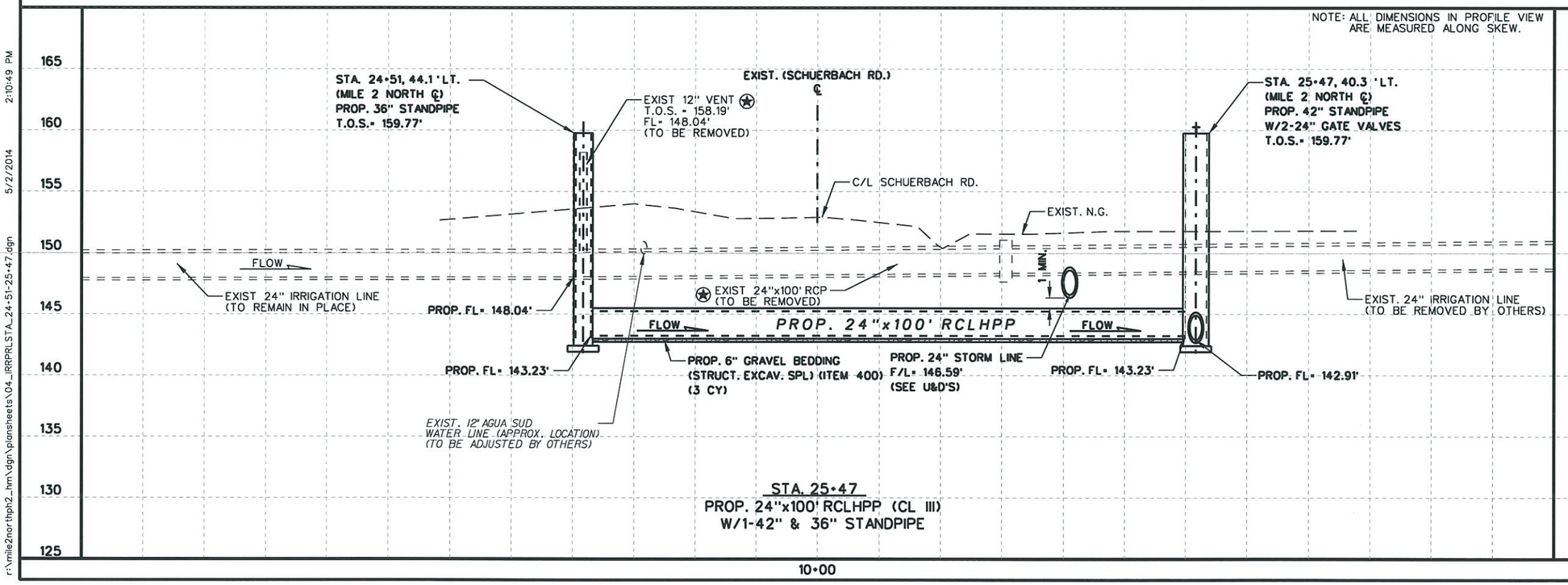
⊙ NON-PAY ITEM. FOR CONTRACTORS INFORMATION ONLY.

★ TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W." INCLUDES REMOVAL OF ALL APPURTENANCES.

RFD ROCK FILTER DAM TY 2

T.O.S. - TOP OF STRUCTURE

NOTE:
1. THE CONTRACTOR WILL COORDINATE AND CONTACT H.C.I.D.#6 AND THE CITY OF MISSION/L&G ENGINEERING 78 HOURS PRIOR TO ANY WORK DONE ON OR NEAR THE IRRIGATION STRUCTURES. JOE AGUILAR - (956) 585-8389
2. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO FIELD VERIFY UTILITIES PRIOR TO CONSTRUCTION.
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.



STA. 25+47
PROP. 24"x100' RCLHPP (CL III)
W/1-42" & 36" STANDPIPE

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THE COMMONWEALTH OF KENTUCKY

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MILE 2 NORTH IRRIGATION PARALLEL LAYOUT (H.C.I.D.#6) STA. 24+51 TO STA. 25+47

SCALE:
HOR. = 1"= 20'
VER. = 1"= 10'

SHEET 2 OF 3

DN: E.R.	FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.	6	TEXAS					129
DW: E.R.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323		MILE 2
TR:							
CK TR:							

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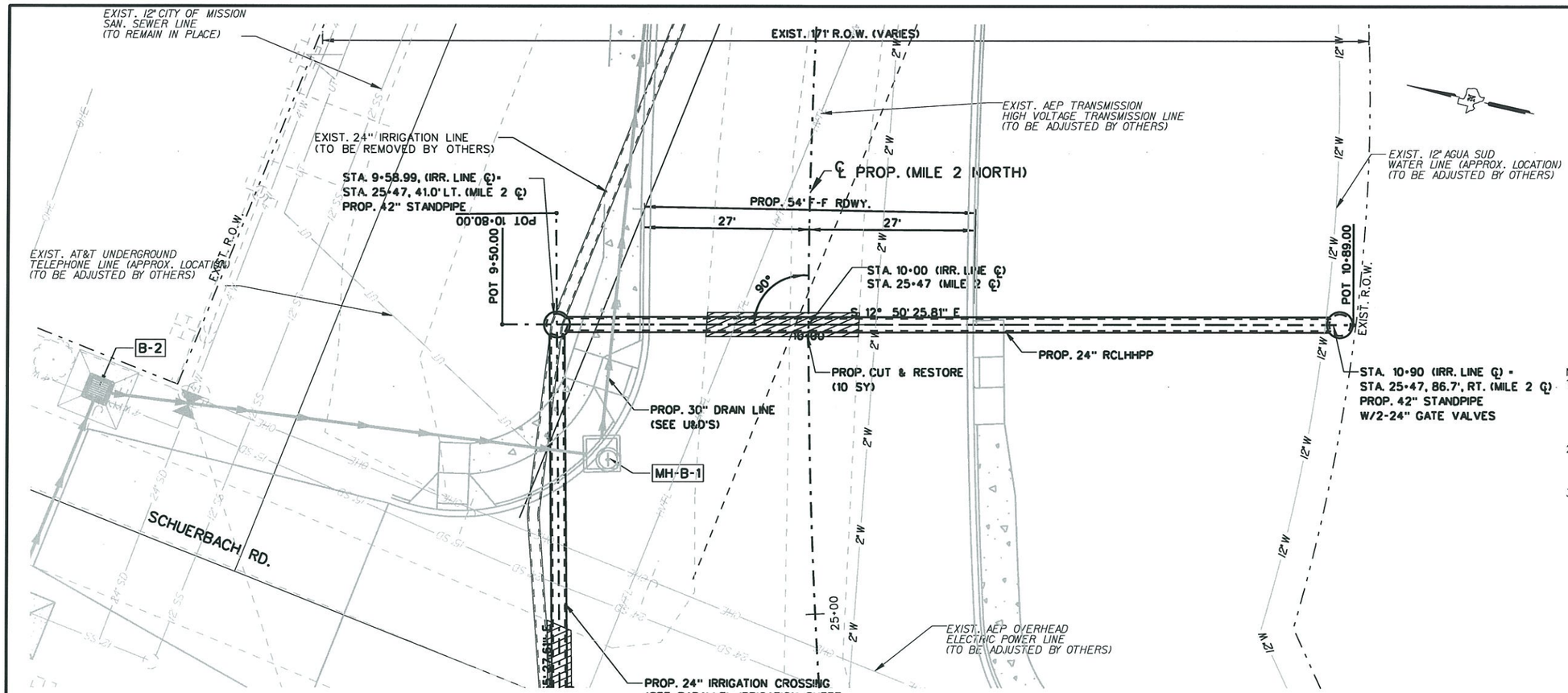


SHEET SUMMARY

	ITEM	DESCRIPTION	UNIT	QUANTITY
⊙	400	STRUCTURAL EXCAVATION	CY	200
	400	STRUCTURAL EXCAVATION (SPL)	CY	10
	400	CUT AND RESTORE	SY	10
	400	CEMENT STABILIZED BACKFILL	CY	18
	402	TRENCH PROTECTION	LF	128
	4035	RCLHPP CL III (24")	LF	128
	4035	RCLHPP CL III (42")	LF	31
	4061	WELL GATE (24")	EA	2

⊗ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.

✱ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.

⊙ NON-PAY ITEM. FOR CONTRACTORS INFORMATION ONLY.

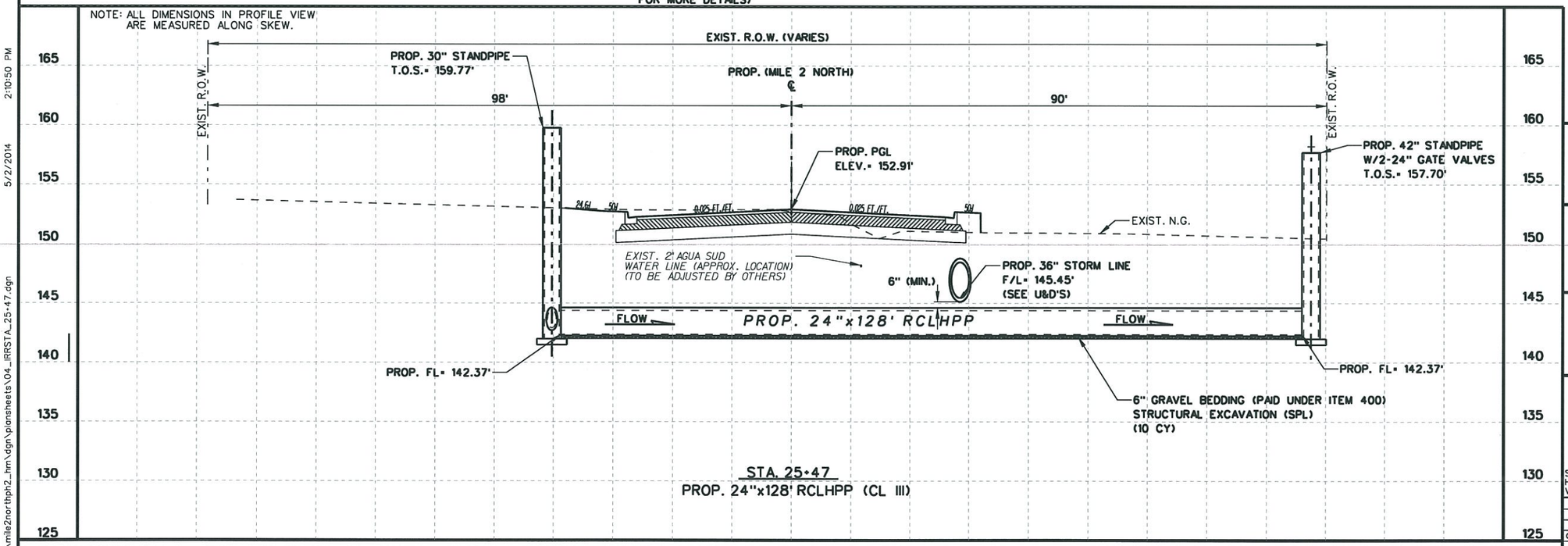
★ TO BE REMOVED UNDER ITEM 100 "PREP. R.O.W." INCLUDES REMOVAL OF ALL APPURTENANCES.

RFD ROCK FILTER DAM TY 2

T.O.S. - TOP OF STRUCTURE

NOTE:
1. THE CONTRACTOR WILL COORDINATE AND CONTACT H.C.I.D.#6 AND THE CITY OF MISSION/L&G ENGINEERING 78 HOURS PRIOR TO ANY WORK DONE ON OR NEAR THE IRRIGATION STRUCTURES. JOE AGUILAR - (956) 585-8389
2. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO FIELD VERIFY UTILITIES PRIOR TO CONSTRUCTION.
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

NOTE: ALL DIMENSIONS IN PROFILE VIEW ARE MEASURED ALONG SKEW.



STA. 25+47
PROP. 24"x128' RCLHPP (CL III)

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MILE 2 NORTH IRRIGATION CROSSING LAYOUT (H.C.I.D.#6) STA. 25+47

SCALE: HOR. = 1"= 20' VER. = 1"= 10'

SHEET 3 OF 3

DN:	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN:	6	TEXAS				130
DW:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW:	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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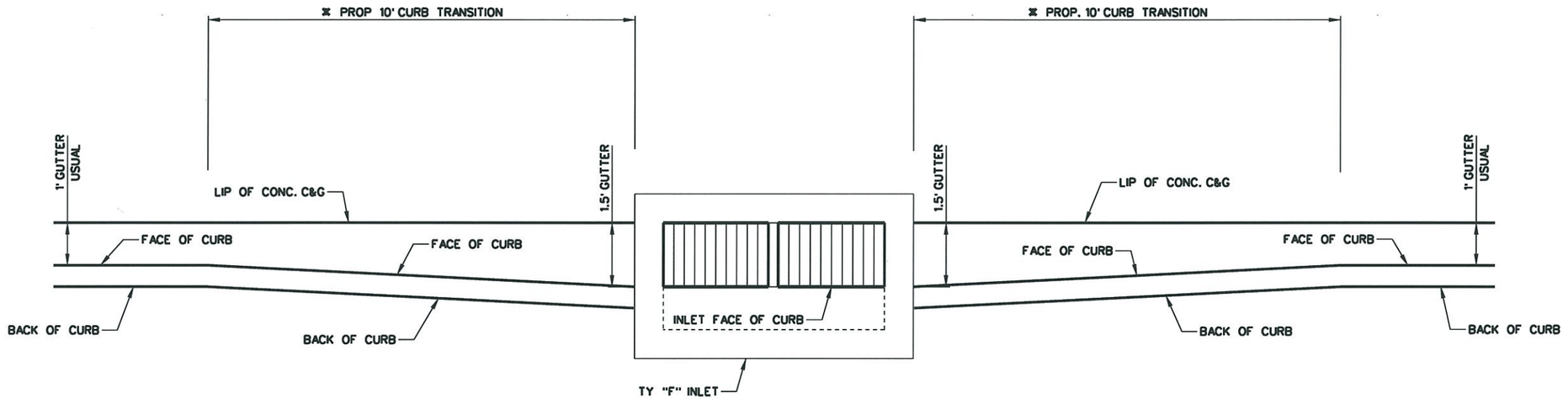

NOTE:

✖ CURB TRANSITION TO BE USED AT ALL TY "F" INLETS

MAINTAIN LIP OF C&G PARALLEL TO ROADWAY CL. TRANSITION/FLARE FACE OF CURB & BACK OF CURB TO MATCH INLET FACE OF CURB. (NON-PAY SUBSIDIARY TO ITEM 529)

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5/2/2014

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MILE 2 NORTH INLET CURB TRANSITION DETAIL

SCALE:N.T.S.

SHEET 1 OF 1

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					131
DW: L.S.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

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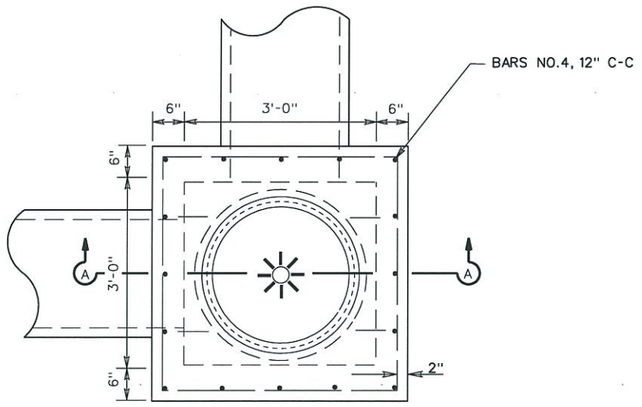
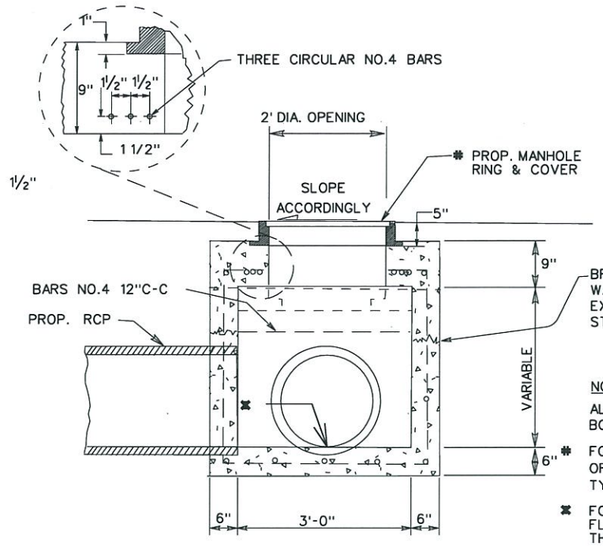


PLAN VIEW

(TO BE PAID UNDER ITEM 479 "ADJUST INLET (JCT BOX)"



SECTION A-A
ADJUST INLET (JUNCT. BOX)

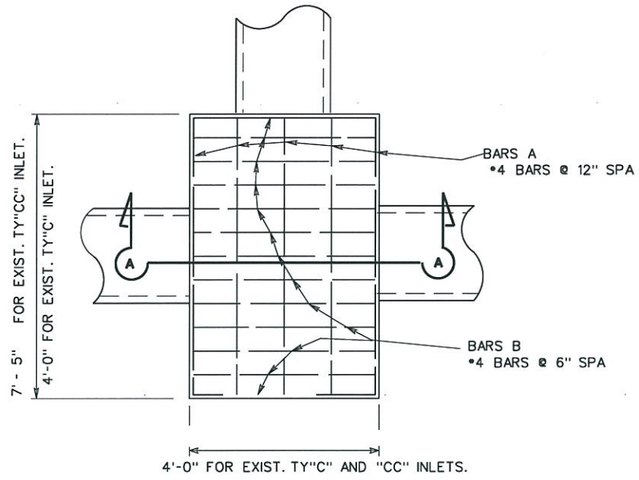
BREAK BACK EXIST. INLET WALLS TO 1' BELOW EXIST. TOP TO LAP EXIST. STEEL WITH PROPOSED STEEL

NOTE:

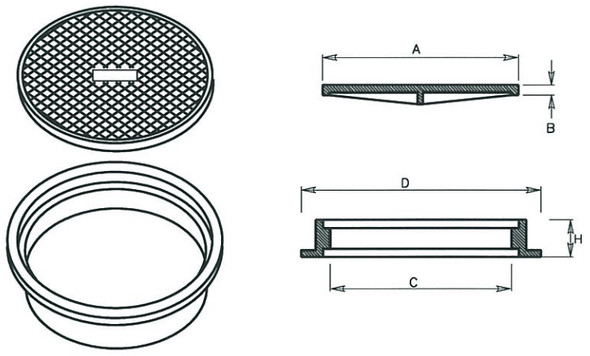
ALL STEEL TO BE NO. 4 BARS, 12" C-C IN BOTH DIRECTIONS.

* FOR MANHOLES LOCATED WITHIN PAVED PORTIONS OF THE ROADWAY, THE COVER SHALL BE OF A TYPE THAT CAN BE BOLTED TO THE RING.

✖ FOR RCP GREATER THAN 24 INCHES, THE STRUCTURE FLOOR NEEDS TO BE CONSTRUCTED TO THE PIPE WALL THICKNESS BELOW THE DESIGN FLOWLINE. THE CONTRACTOR THEN NEEDS TO GROUT THE STRUCTURE FLOOR BACK UP TO THE DESIGN FLOWLINE. THE GROUTING IS SUBSIDIARY TO THE STRUCTURE COST.



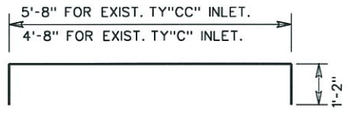
PLAN



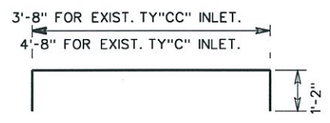
LID			RING		
"A"	"B"	WEIGHT	"C"	"D"	"H"
2'-2"	1"	174 lbs. (min)	2'-0"	2'-7½"	5"

RING & COVER DETAILS
(FOR MANHOLE TY "A" AND "A1")
(NON-PAY)

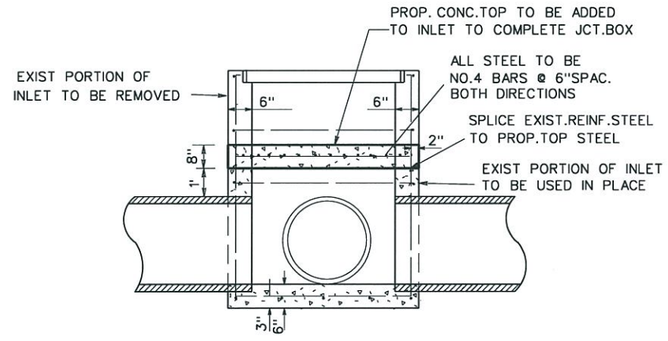
NOTES: RINGS AND COVERS OF SLIGHTLY DIFFERENT DIMENSIONS BUT APPROXIMATELY THE SAME WEIGHT MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.



BARS A



BARS B



EXIST TY "C" OR TY "CC" INLET TO BE CONVERTED TO JCT. BOX

SECTION A-A
ADJ. INLET (CAP)

© TxDOT 2011

PHARR DISTRICT STANDARD

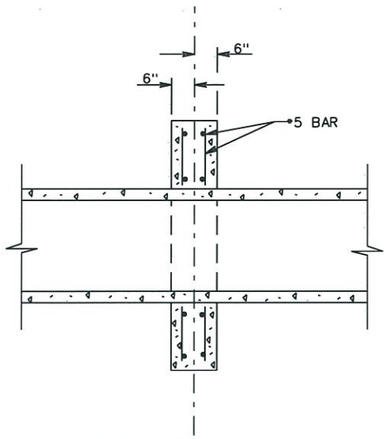
TEXAS DEPARTMENT OF TRANSPORTATION

INLET AND MANHOLE CAPPING DETAIL

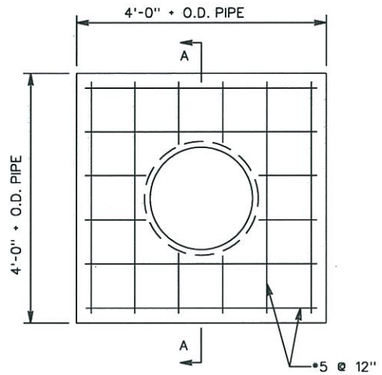
REV. 9/11

CAPDET.DGN

FED.RD. DIV.NO.	FILE NO.		PROJECT NO.			SHEET NO.
6						132
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

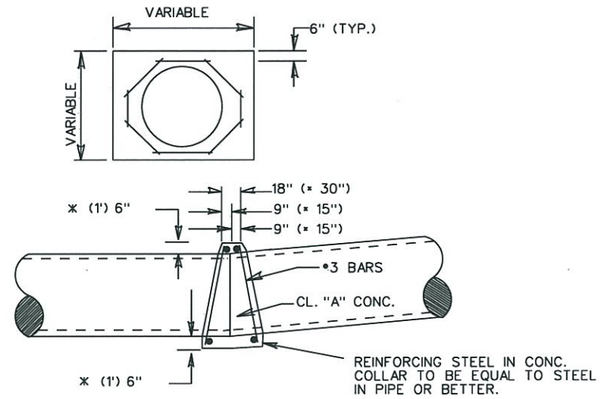


SECTION A-A



FRONT ELEVATION

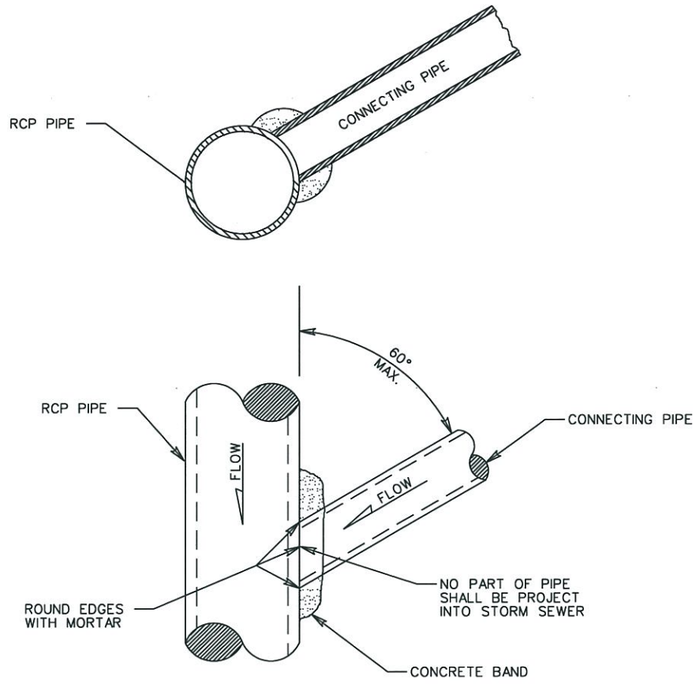
CONCRETE PIPE COLLAR



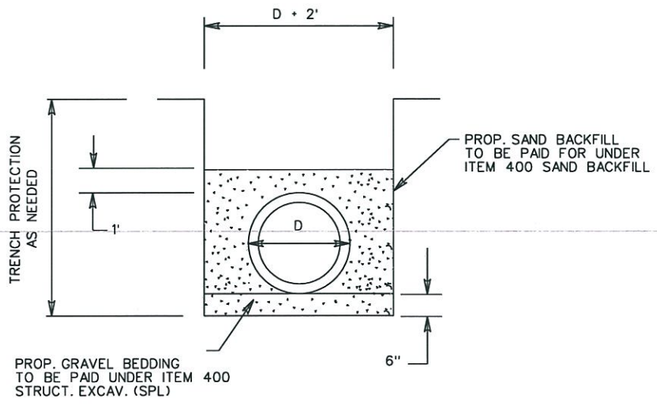
DETAIL FOR CONC. COLLARS DRAINAGE STRUCTURES AND PIPE SIPHONS (HORIZ. & VERT. BENDS)

NOTE: PROP. CONC. COLLAR WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO THE BIDS ITEMS INVOLVED.

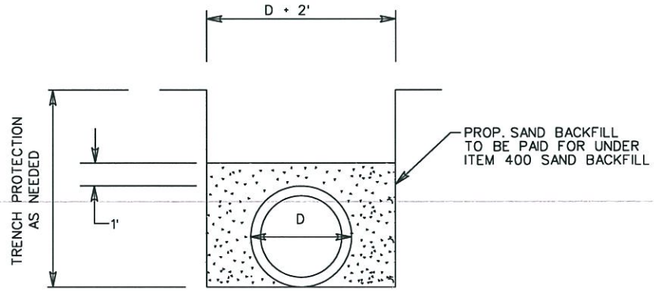
* FOR 42" AND LARGER PIPE



TYPICAL REINFORCED CONC. PIPE CONNECTION WITHOUT MANHOLE



SPIRAL RIB CMP
TYPICAL BACKFILL DETAIL GRAVEL & SAND



REINFORCED CONCRETE PIPE
TYPICAL BACKFILL DETAIL-SAND

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

MISCELLANEOUS PIPE DETAILS

REV. 3/13

COLLAR.DGN

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		FILE NO.			SHEET NO.
6						133
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

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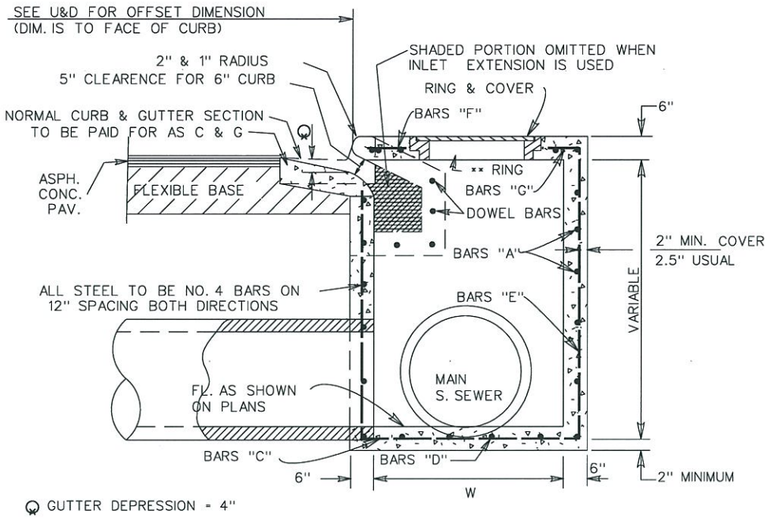
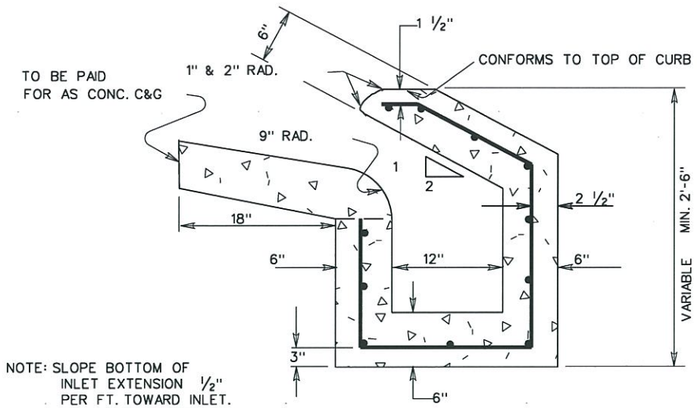
DATE: 5/1/2014 3:25:06 PM



INLET TY "A"
To be used with Curb & Gutter

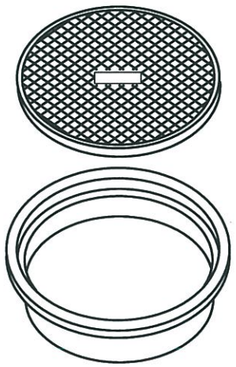
SECTION A-A

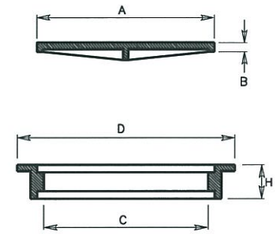
INLET TYPE	W	MAX PIPE SIZE ALLOW (DIA.)
A	3'-0"	24"
A-1	4'-0"	36"
A-2	5'-0"	48"
A-3	6'-0"	60"

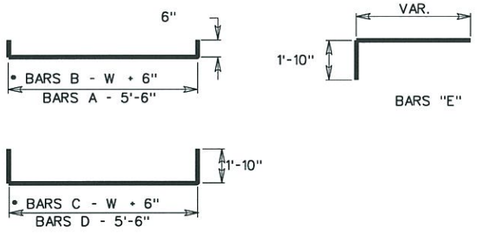


NOTE: SLOPE BOTTOM OF INLET EXTENSION ½" PER FT. TOWARD INLET. ALL STEEL TO BE NO. 4 BARS ON 12" SPACING NORMAL TO THE CROSS SECTION.

SECTION B-B
INLET EXTENSION



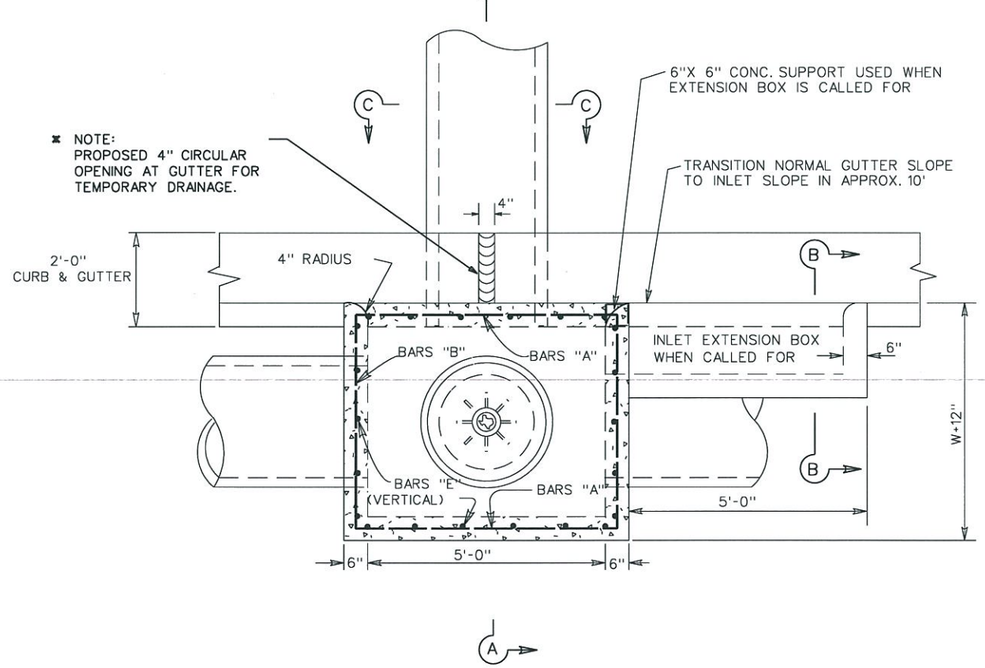




LID			RING				TOTAL WT.
"A"	"B"	WEIGHT	"C"	"D"	"H"	WEIGHT	
25⅝"	1"	125 lbs. (min)	24	32	5	185 lbs.	310 lbs.

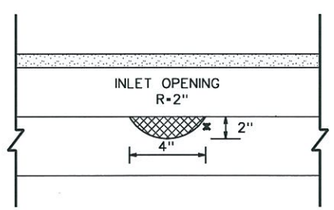
RING & COVER

REINFORCING STEEL DETAILS



PLAN

NOTE: RINGS AND COVERS OF SLIGHTLY DIFFERENT DIMENSIONS BUT APPROXIMATELY THE SAME WEIGHT MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER. RING AND COVER TO BE SUBSIDIARY.



CURB OPENING DETAIL
SECTION C-C
FRONT

* CURB OPENING TO BE LEFT IN PLACE UNTIL THE FINAL LIFT OF HOT MIX IS IN PLACE. CURB OPENING TO BE FILLED WITH EPOXY & MORTAR AS PER ITEM 421. EPOXY & MORTAR TO BE SUBSIDIARY TO ITEM 465.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

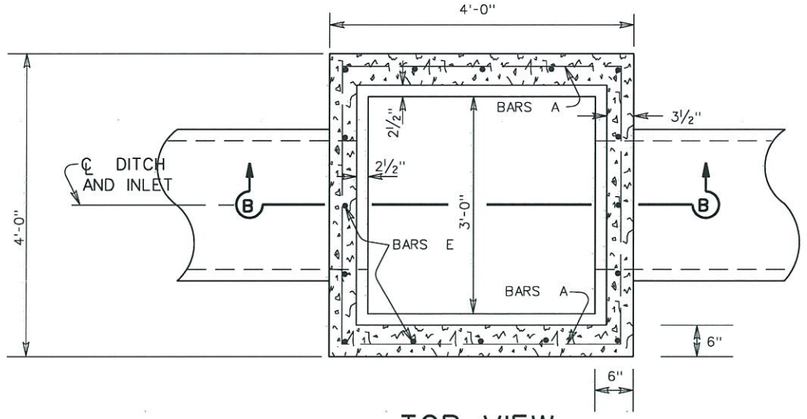
INLET TY "A" DETAIL

REV. 08/13

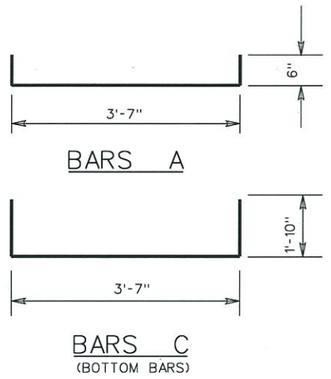
INLETA.DGN

FED.RD. DIV.NO.	PROJECT NO.		FILE NO.			SHEET NO.
6						134
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

N.T.S.

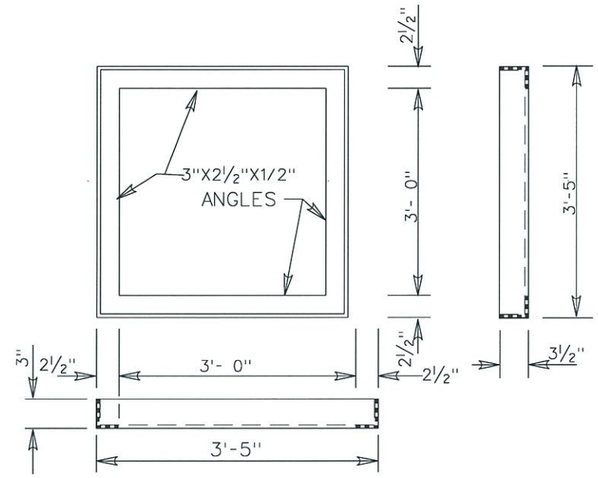


TOP VIEW



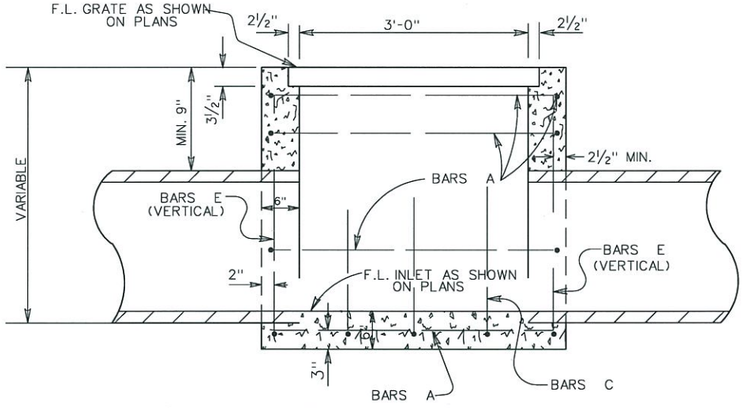
REINFORCING STEEL DETAILS

NOTE: ALL STEEL TO BE NO. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS



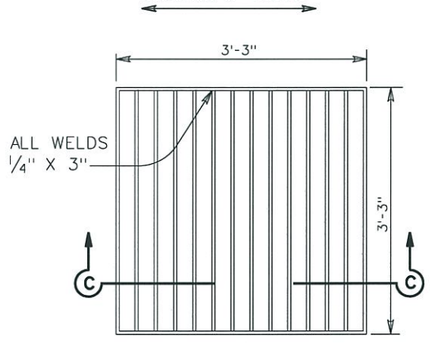
FRAME DETAIL

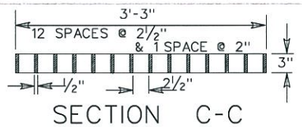
FRAME INLET GRATE TO BE SUBSIDIARY



SECTION B-B

INLET TY "C"





SECTION C-C

WELDED STEEL INLET GRATE

GENERAL NOTES:
TY "C" INLET TO BE USED
FOR PIPES LESS OR EQUAL TO 24"

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

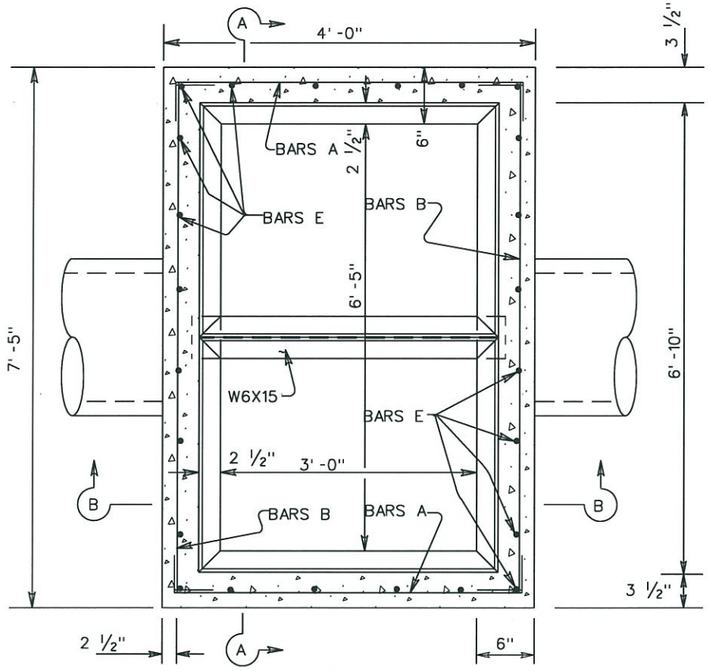
TY "C" INLET DETAILS

REV. 4/02

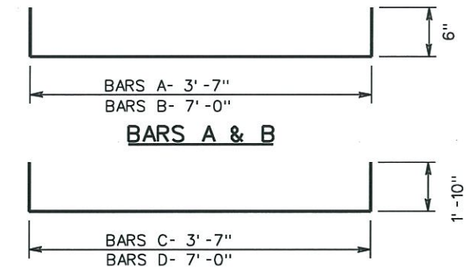
INLETC.DGN

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		FILE NO.			SHEET NO.
6						135
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

AD-76-0

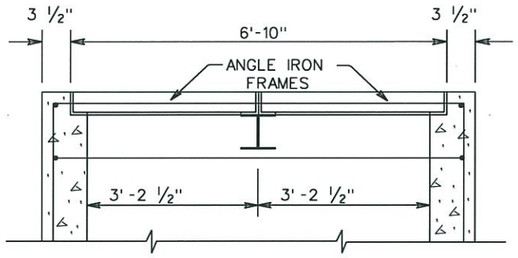


PLAN

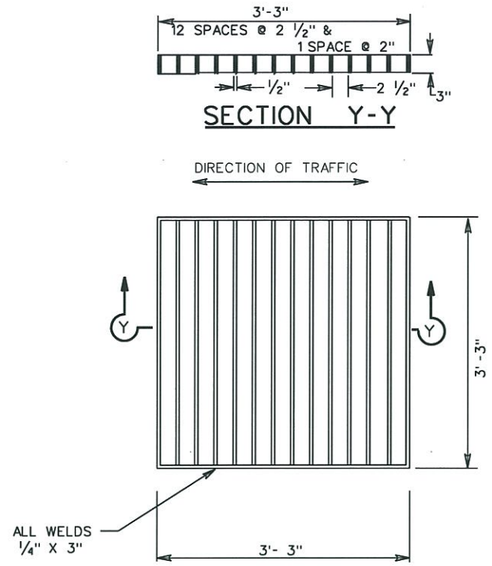


BARS A & B

BARS C & D

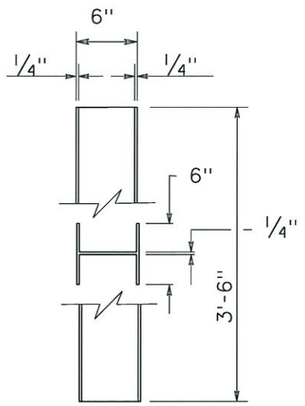


SEC. A-A

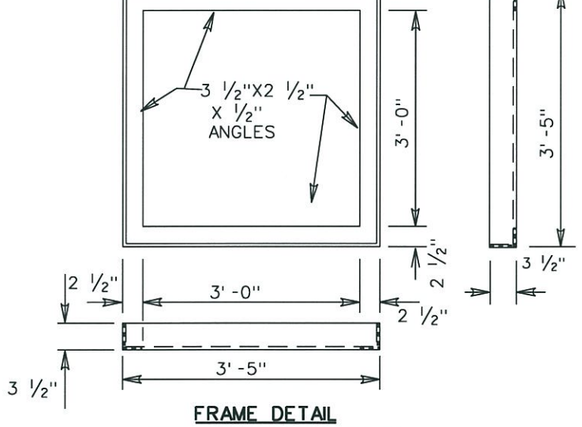


SECTION Y-Y

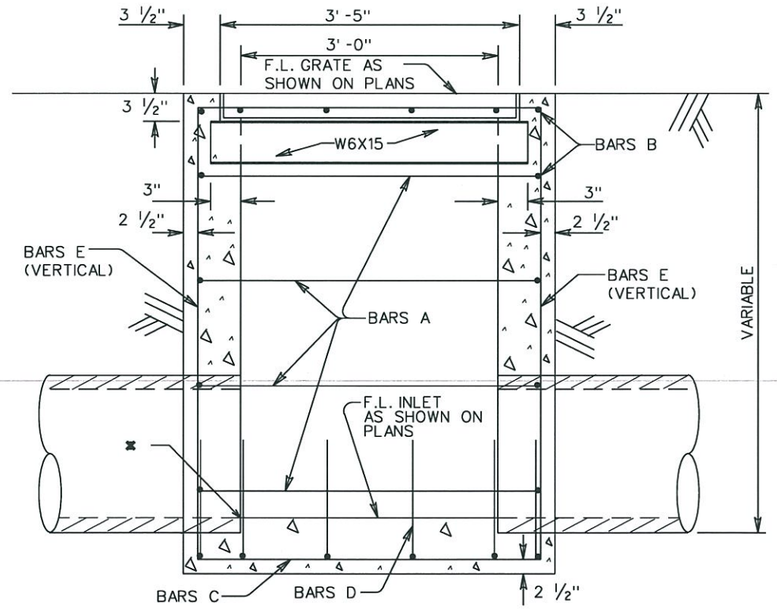
SECTION Y-Y
GRATE DETAILS



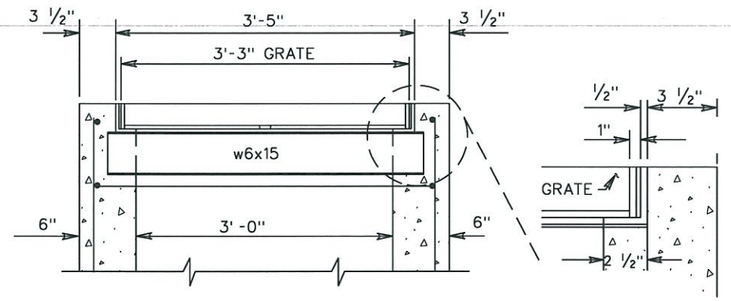
I-BEAM DETAILS
W 6 X 15



FRAME DETAIL
TWO FRAMES PER INLET
TO BE SUBSIDIARY TO INLET ITEM



SEC. B-B



SEC. B-B
(DETAIL W/GRATE)

✖ FOR RCP GREATER THAN 24 INCHES, THE STRUCTURE FLOOR NEEDS TO BE CONSTRUCTED TO THE PIPE WALL THICKNESS BELOW THE DESIGN FLOWLINE. THE CONTRACTOR THEN NEEDS TO GROUT THE STRUCTURE FLOOR BACK UP TO THE DESIGN FLOWLINE. THE GROUTING IS SUBSIDIARY TO THE STRUCTURE COST.

NOTE: ALL STEEL REINFORCING TO BE NO. 4 BARS ON 1' -0" SPACING IN BOTH DIRECTIONS
ALL STEEL TO BE GR. 60.

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PHARR DISTRICT STANDARD

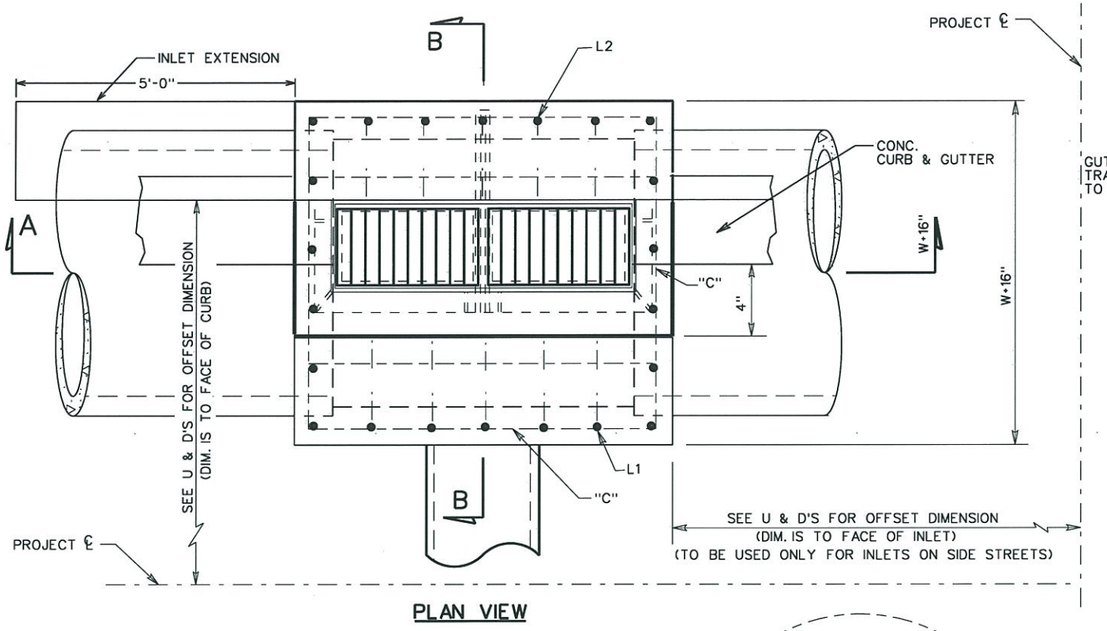
TEXAS DEPARTMENT OF TRANSPORTATION

INLET TY "CC" DETAIL

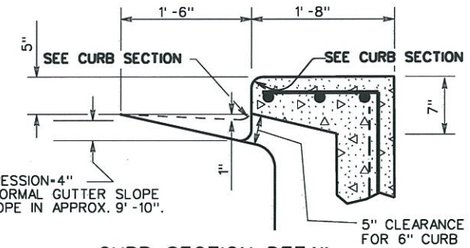
REV. 9/11

INLETCC.DGN

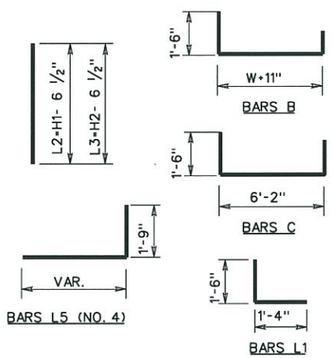
FED.RD. DIV.NO.	FILE NO.		PROJECT NO.			SHEET NO.
6						136
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2



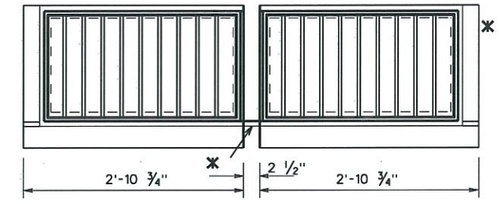
PLAN VIEW



CURB SECTION DETAIL

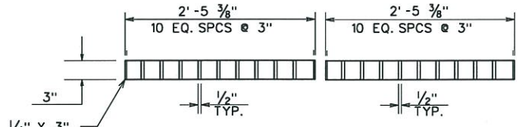


REINFORCING STEEL DETAILS

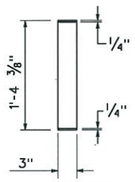


FRAMES AND GRATE TOP VIEW
TO BE SUBSIDIARY TO INLET ITEM

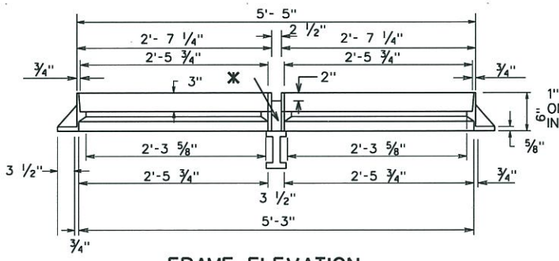
CONTRACTOR IS TO LEAVE THE GAP OPEN UNTIL THE FINAL LIFT OF HOT MIX IS LAID FOR DRAINAGE. THEN THE CONTRACTOR IS TO FILL IN THE GAP WITH EPOXY & MORTAR AS PER ITEM 421. THE MORTAR IS SUBSIDIARY TO ITEM 465. PROVIDE A 4" X 2 ½"X ¾" STEEL SPACER PLATE TO BE WELDED TO THE BOTTOM FRONT OF ONE OF THE FRAMES.



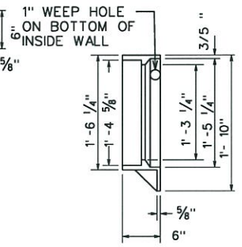
GRATE ELEV. SECTION



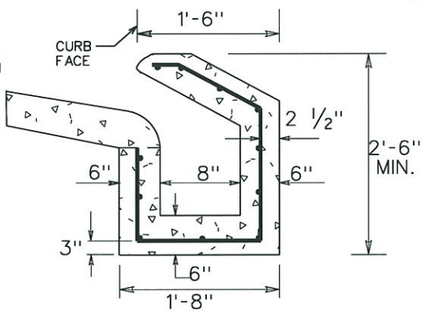
GRATE SECTION



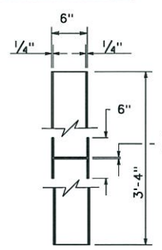
FRAME ELEVATION



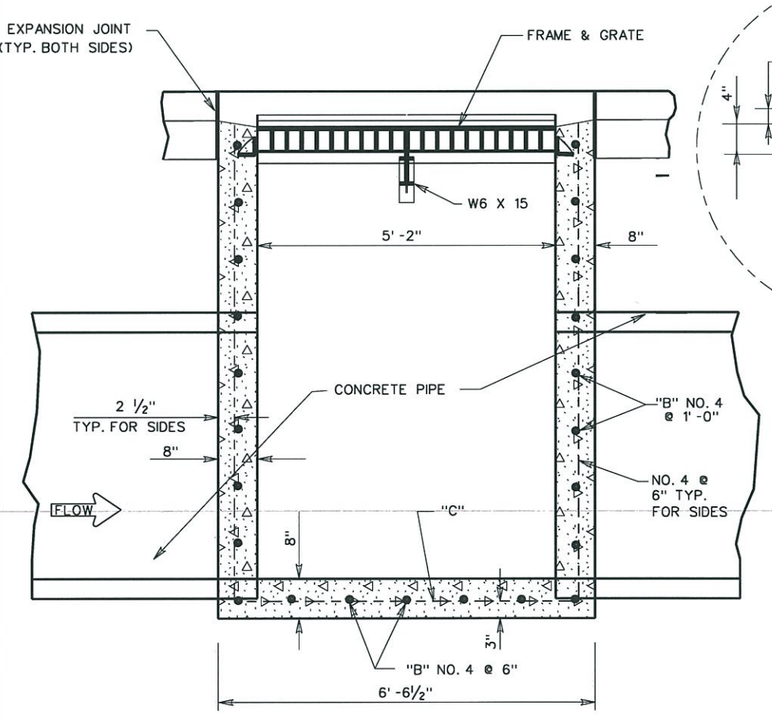
FRAME SECTION



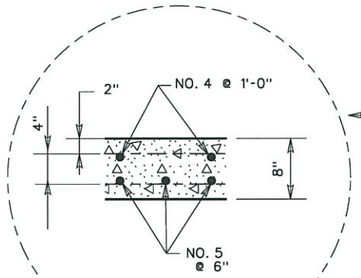
INLET EXTENSION

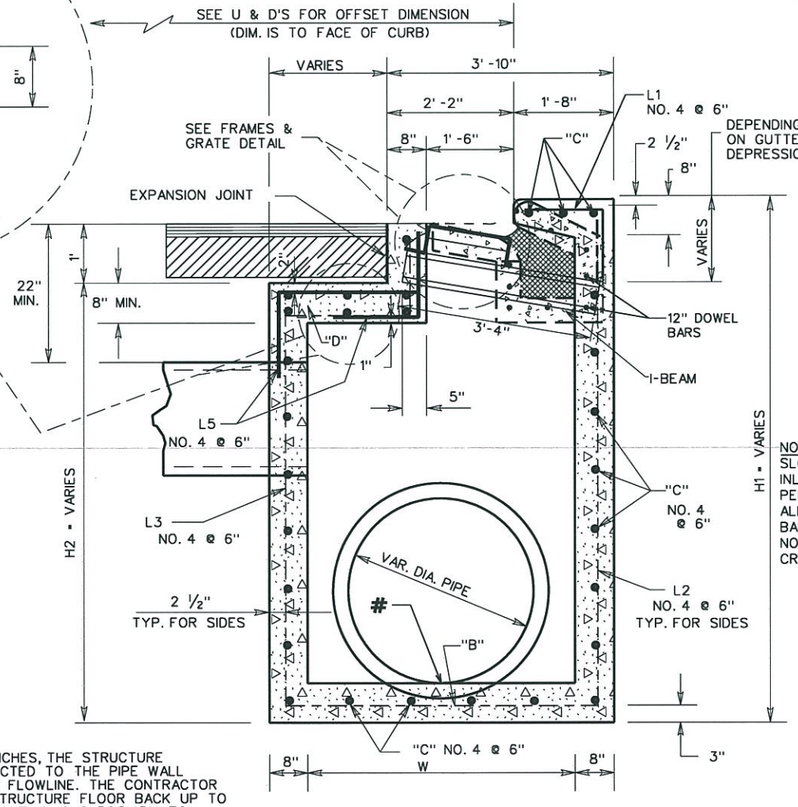


I-BEAM DETAILS
W 6 X 15



SECTION A-A





SECTION B-B

NOTE:
SLOPE BOTTOM OF INLET EXTENSION ½" PER FT. TOWARD INLET. ALL STEEL TO BE NO. 4 BARS ON 12" SPACING NORMAL TO THE CROSS SECTION.

NOTE: ALL REINFORCEMENT BARS SHALL BE GRADE 60.

INLET TYPE	W	MAX PIPE SIZE ALLOW (DIA.)
F	3'-0"	24"
F-1	4'-0"	36"
F-2	5'-0"	48"
F-3	6'-0"	60"

✖ ALL 4 INLET TYPES WILL BE PAID UNDER BID ITEM TY "F" INLET.

FOR RCP GREATER THAN 24 INCHES, THE STRUCTURE FLOOR NEEDS TO BE CONSTRUCTED TO THE PIPE WALL THICKNESS BELOW THE DESIGN FLOWLINE. THE CONTRACTOR THEN NEEDS TO GROUT THE STRUCTURE FLOOR BACK UP TO THE DESIGN FLOWLINE. THE GROUTING IS SUBSIDIARY TO THE STRUCTURE COST.

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PHARR DISTRICT STANDARD

Texas Department of Transportation

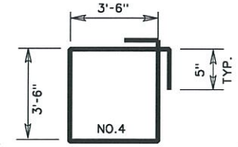
TY "F" INLET DETAILS

REV. 9/11

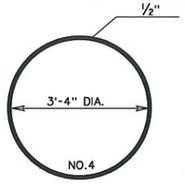
INLETF.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						137
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

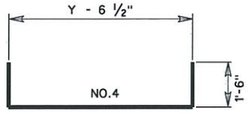
N.T.S.



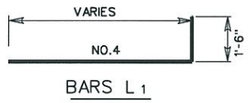
BARS O



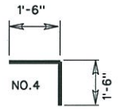
CONCENTRIC BAR



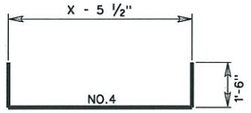
BARS C



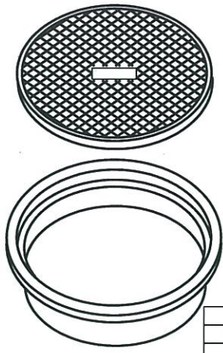
BARS L 1

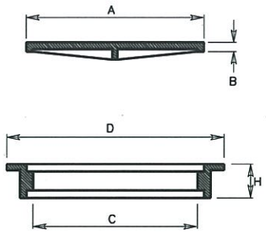


BARS L 2



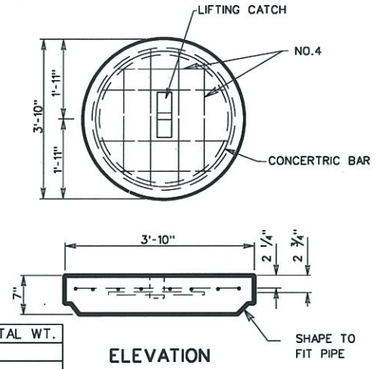
BARS B



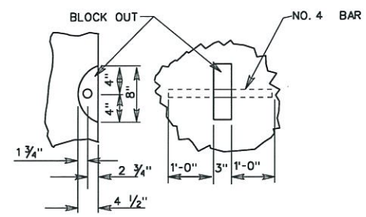


LID			RING				TOTAL WT.
"A"	"B"	WEIGHT	"C"	"D"	"H"	WEIGHT	
25 5/8"	1"	125 lbs. (min)	24	32	5	185 lbs.	310 lbs.

RING & COVER DETAILS (STEEL)
(SUBSIDIARY)

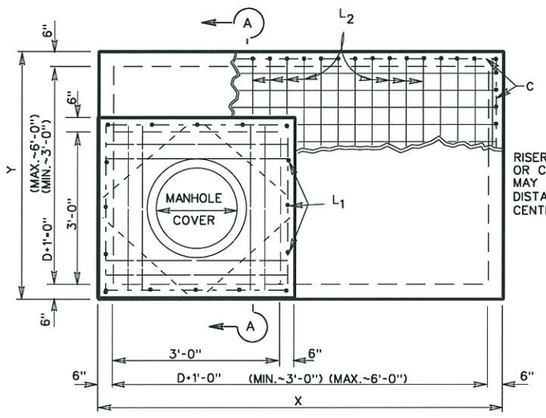


ELEVATION



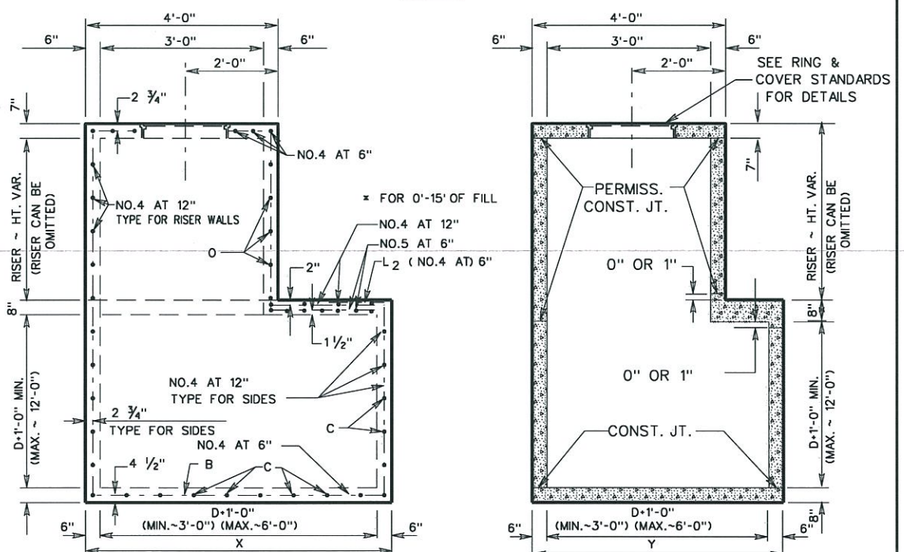
LIFTING CATCH

CONCRETE PIPE RISER COVER
OPTIONAL PRECAST CONCRETE LIFT-OFF COVER
(SUBSIDIARY)



PLAN

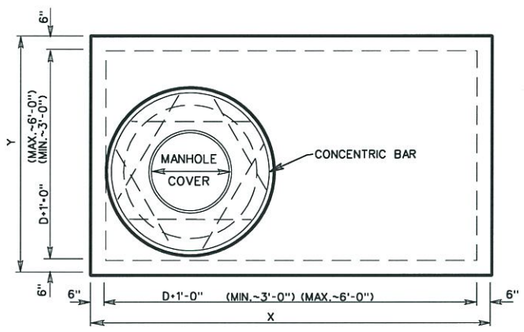
NOTE:
RISER, EITHER CAST-IN-PLACE OR CONCRETE PIPE. MAY BE LOCATED IN ANY CORNER. DISTANCE TO ROAD C IS FROM CENTER OF STRUCTURE.



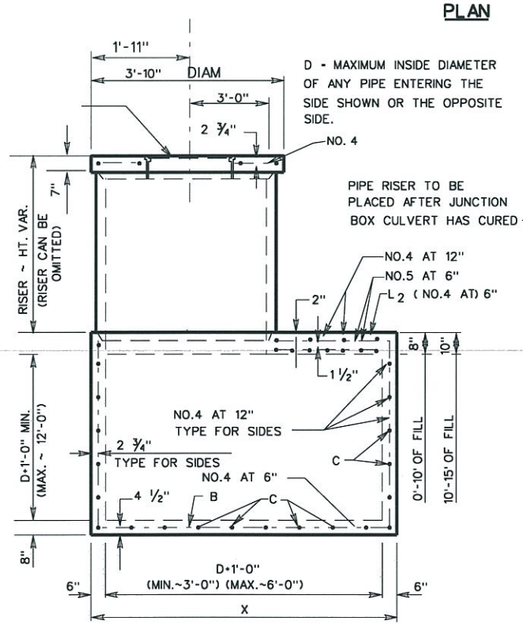
ELEVATION

SECTION A-A

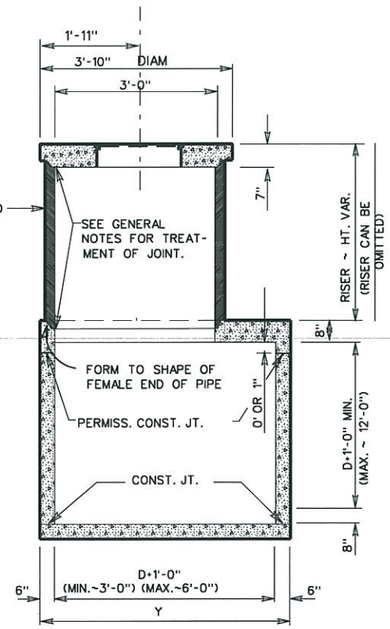
MANHOLE WITH CAST-IN-PLACE RISER



PLAN



ELEVATION



SECTION B-B

OPTIONAL MANHOLE WITH PIPE RISER

GENERAL NOTES

UNLESS OTHERWISE SHOWN IN THE PLANS. PAYMENT WILL BE MADE FOR EACH MANHOLE OF THE TYPE M.
EXPOSED EDGES SHALL BE CHAMFERED 3/4".
ALTERNATE DESIGN DRAWINGS BEARING THE SEAL OF A REGISTERED PROFESSIONAL ENGINEER WILL BE ACCEPTABLE FOR PRECAST CONSTRUCTION OF MANHOLES

SHOP DRAWINGS WILL NOT BE REQUIRED.

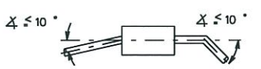
ALL MANHOLES LOCATED ON PAVED SURFACES WILL BE CONSTRUCTED WITH A COVER OF THE TYPE THAT WILL ENABLE IT TO BE BOLTED TO THE RING.

THE CONTRACTOR MAY WITH THE APPROVAL OF THE ENGINEER FURNISH MANHOLES OF EQUIVALENT STRUCTURAL DESIGN.

IN AREAS OF CONFLICT BETWEEN REINFORCING STEEL. BLOCK-OUTS PIPES, ANCHOR BOLTS OR OTHER REINFORCING STEEL. THE REINFORCEMENT SHALL BE BENT OR ADJUSTED TO CLEAR AS DIRECTED BY THE ENGINEER.

THE RISER MAY BE CONSTRUCTED OF REINFORCED CONCRETE AS SHOWN OR OF REINFORCED CONCRETE PIPE, CLASS III, IN ACCORDANCE WITH ASTM DESIGNATION C-76. IF PIPE IS USED, JOINTS SHALL CONFORM TO THE ITEM "REINFORCED CONCRETE PIPE CULVERTS". PRECAST CONCRETE LIFT OFF COVER MAY BE SUBSTITUTED FOR "RING AND COVER".

CONNECTING PIPES SHOULD WITHIN 10 DEG. OF NORMAL TO INLET GRATE IF NECESSARY. PIPE ELBOW OR CURBED APPROACH ALIGNMENT SHOULD BE USED TO STAY WITHIN THIS LIMIT.



PIPES MAY ENTER ALL WALLS. THE MAXIMUM LEGTH OF PIPE THAT CAN BE ACCOMODATED IS 60". MORE THAN ONE PIPE MAY ENTER A SIDE SUBJECT TO THE MAXIMUM BOX DIMENSIONS SHOWN. THE CLEAR DISTANCE BETWEEN ADJACEMENT PIPES SHOULD BE 9" MINIMUM.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

TYPE "M" MANHOLE (JUNCTION BOX WITH ACCESS)

REV. 08/13

MANHOLE2.DGN

FED.RD. DIV.NO.	PROJECT NO.	FILE NO.	SHEET NO.
6			138

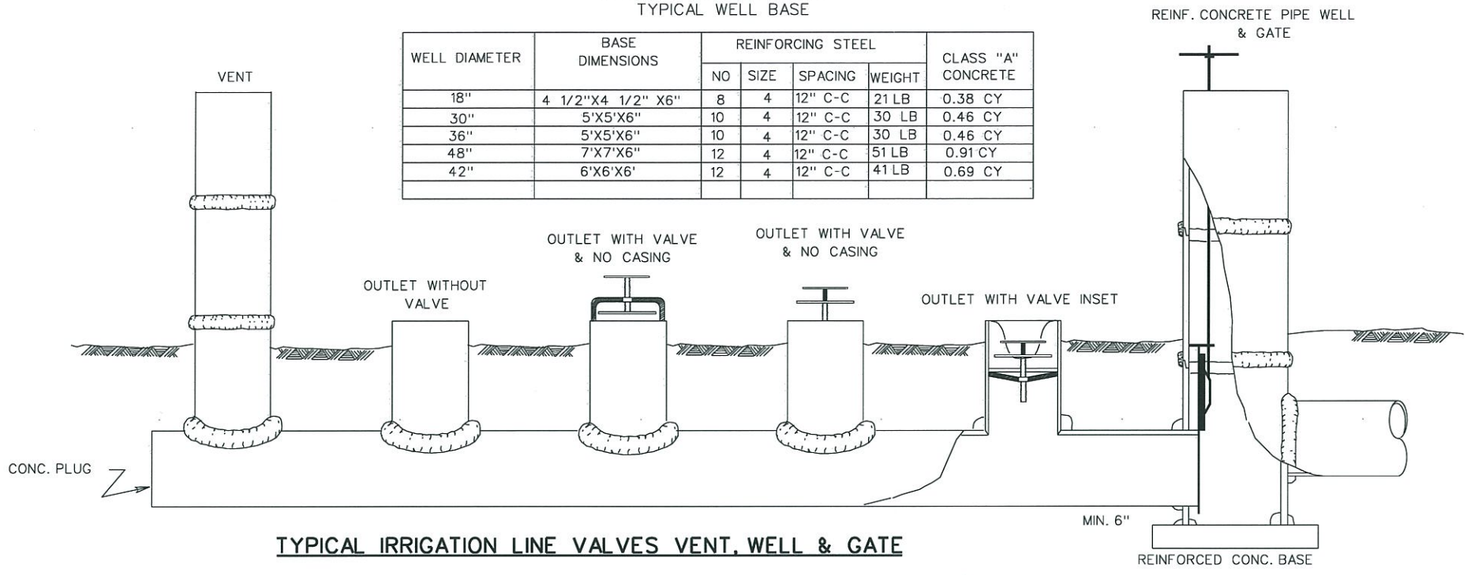
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2

N.T.S.

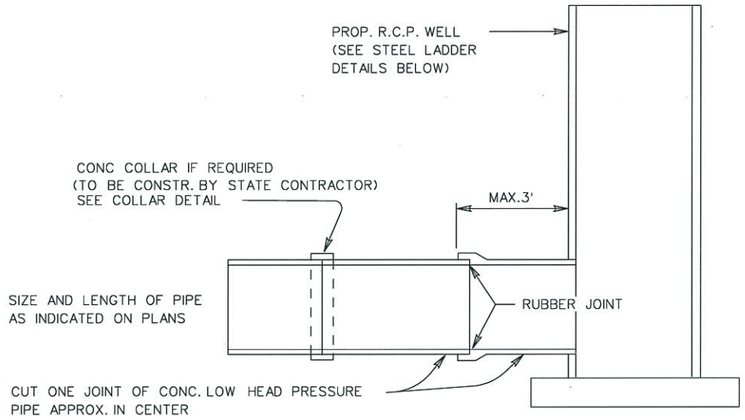
AD-76-0

ESTIMATED QUANTITIES FOR
TYPICAL WELL BASE

WELL DIAMETER	BASE DIMENSIONS	REINFORCING STEEL				CLASS "A" CONCRETE
		NO	SIZE	SPACING	WEIGHT	
18"	4 1/2"X4 1/2" X6"	8	4	12" C-C	21 LB	0.38 CY
30"	5'X5'X6"	10	4	12" C-C	30 LB	0.46 CY
36"	5'X5'X6"	10	4	12" C-C	30 LB	0.46 CY
48"	7'X7'X6"	12	4	12" C-C	51 LB	0.91 CY
42"	6'X6'X6'	12	4	12" C-C	41 LB	0.69 CY



TYPICAL IRRIGATION LINE VALVES VENT, WELL & GATE



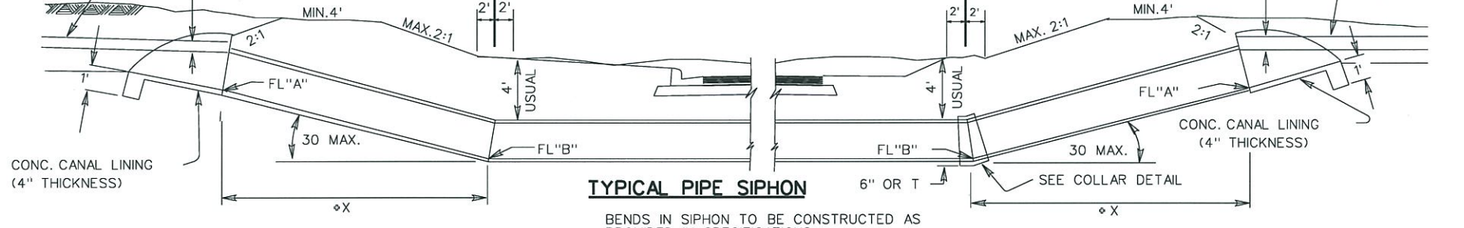
TYPICAL CONC. PIPE WELL DETAILS FOR CONNECTING CONC. LOW HEAD PRESSURE PIPE

GENERAL NOTES

HEIGHT OF RELOCATED WELLS AND VENTS TO BE EQUIVALENT TO THAT OF EXISTING STRUCTURES OR AS REQUIREDFOR PROPER OPERATION.

CONCRETE REQUIRED FOR PLUGS OR CAPS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED AS SUBSIDIARY TO THE VARIOUS BID ITEMS OF THIS CONTRACT.

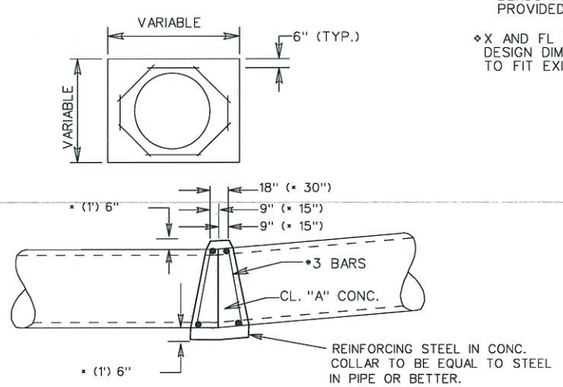
IN GENERAL THE PARTICULAR TYPE OR DESIGN OF THE EXISTING FACILITY TO BE EXTENDED OR RELOCATED SHALL BE DUPLICATED.



TYPICAL PIPE SIPHON

BENDS IN SIPHON TO BE CONSTRUCTED AS PROVIDED IN SPECIFICATIONS

*X AND FL "A" AS SHOWN ON PLANS ARE NOMINAL DESIGN DIMENSIONS AND MAY BE VARIED IN FIELD TO FIT EXISTING CONDITIONS.



DETAIL FOR CONC. COLLARS DRAINAGE STRUCTURES AND PIPE SIPHONS (HORIZ. & VERT. BENDS)

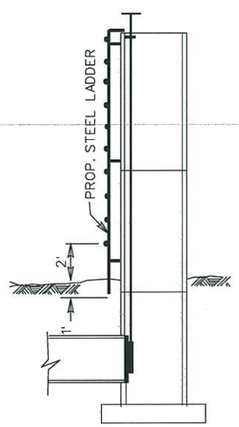
NOTE: PROP. CONC. COLLAR WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO THE BIDS ITEMS INVOLVED.

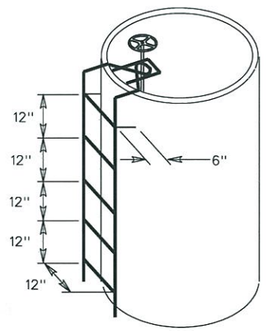
* FOR 42" AND LARGER PIPE

LADDER TO BE CONSTRUCTED OF ¾" DIA. REINF. STEEL. THE PARALLEL SIDEPIECES SPACED 12" APART TO BE HOOKED OVER TOP OF WELL AND STAND-OFFS WELDED AT TOP RUNG, AT THEIR MID-POINT AND BOTTOM. RUNGS TO BE WELDED TO SIDEPIECES AT 12" INTERVALS THE FIRST RUNG TO BE 2' FROM NATURAL GROUND.

STEEL LADDER TO BE PAID FOR AS SUBSIDIARY TO PRICE OF WELL.

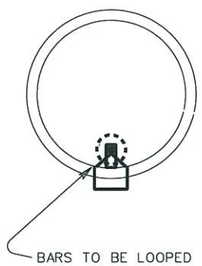
NOTE: COMMERCIAL FABRICATED OR CAST METAL STEPS MAY BE USED IF APPROVED BY THE ENGINEER AND/OR THE WATER DISTRICT INVOLVED.





STEEL LADDER DETAILS

TO BE USED ON ALL WELLS WITH GATES WHEN THE DISTANCE FROM NATURAL GROUND TO TOP OF WELL IS 6 FT. OR MORE.



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PHARR DISTRICT STANDARD

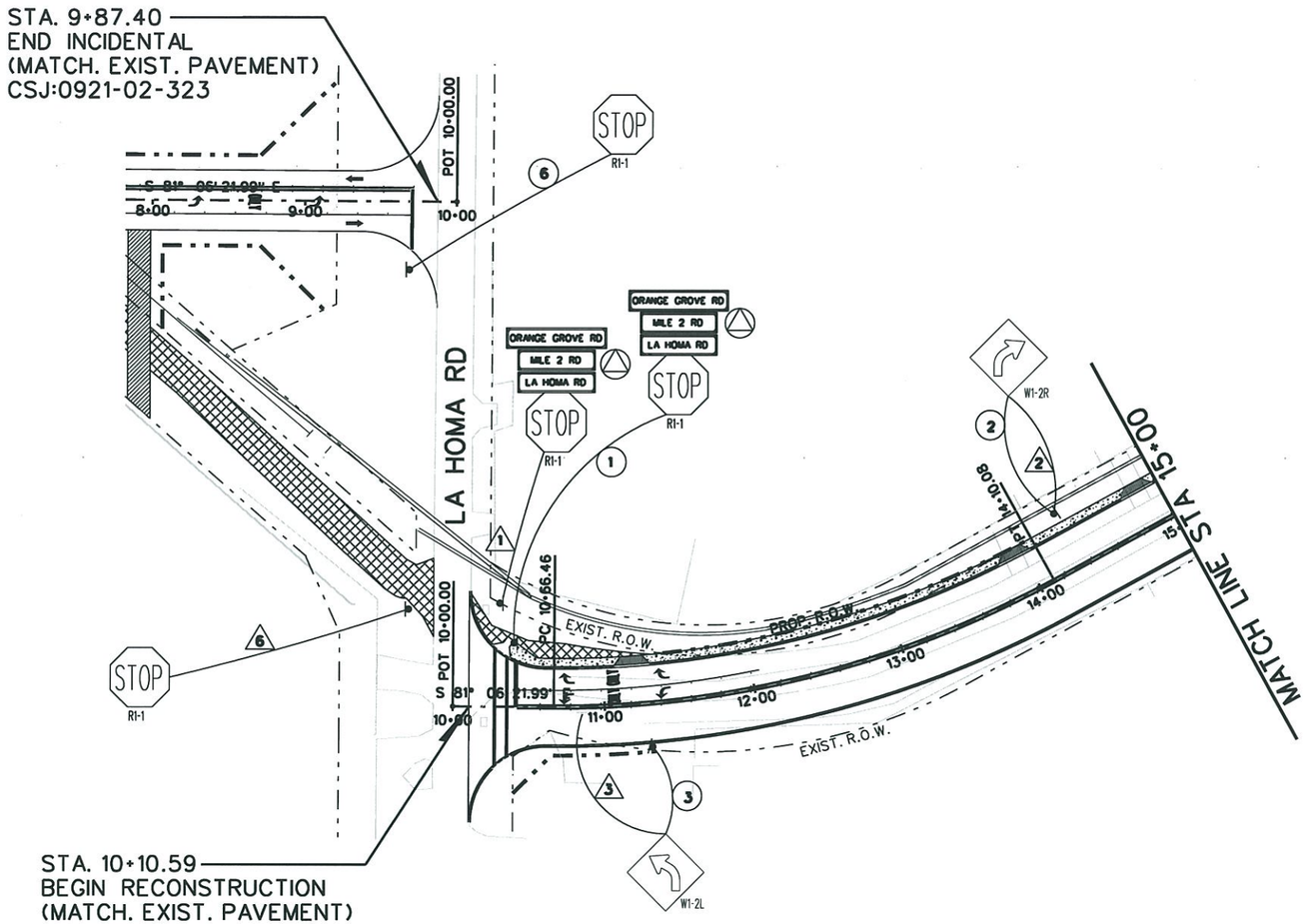
TEXAS DEPARTMENT OF TRANSPORTATION

IRRIGATION CROSSING DETAIL

REV. 6/99

IRRIG1.DGN

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		FILE NO.			SHEET NO.
6						139
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0921	02	323	MILE 2



SIGNING LEGEND

- SIGNS TO REMAIN IN PLACE
- SIGNS TO BE REMOVED (ITEM 644)
- STREET SIGNS TO BE REMOVED & REPLACED BY OTHERS
- SIGNS TO BE INSTALLED (ITEM 644)
- LARGE SIGNS TO BE INSTALLED
- EXISTING LARGE SIGNS TO BE REMOVED

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER

5/2/2014

THE COUNTY OF HIDALGO TEXAS

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Texas Department of Transportation

L&G Engineering
Texas Registered Engineering Firm F-4105

Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
SIGNING LAYOUT SHEET
STA. 10+00 TO STA. 23+00

SCALE:
HOR. = 1"=100'
VER. =

SHEET 1 OF 2

DN: E.R.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					140
DW: E.R.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

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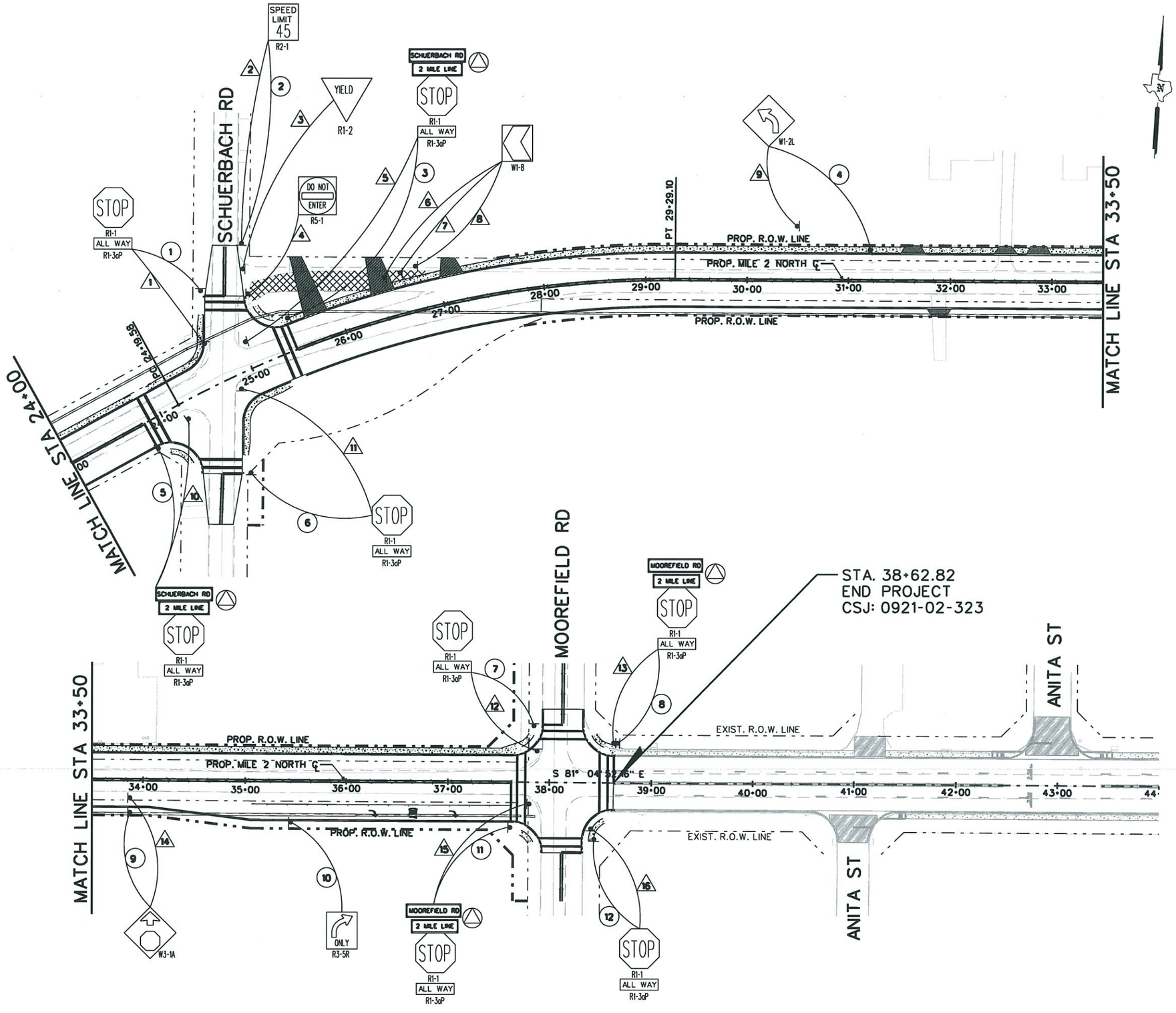
5/2/2014



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STATE OF TEXAS
DAMIEN B. TIJERINA
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LICENSED
PROFESSIONAL ENGINEER

5/2/2014

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Texas Department of Transportation

L&G Engineering
Texas Registered
Engineering Firm F-4105

Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
SIGNING LAYOUT SHEET
STA. 24+00 TO STA. 38+62.82

SCALE:
HOR. = 1"=100'
VER. =

SHEET 2 OF 2

DN: E.R.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				141
DW: E.R.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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5/2/2014

DATE:
FILE:

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SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type
FRP = Fiberglass
TWT = Thin-Wall
10BWG = 10 BWG
S80 = Sch 80

Posts (1 or 2)

Anchor Type
UA=Univer-Conc
UB=Univer-Bolt
SA=Slip-Conc
SB=Slip-Bolt
WS=Wedge Steel
WP=Wedge Plastic

Mounting Designation
P = Prefab. "Plain"
T = Prefab. "T"
U = Prefab. "U"

1EXT or 2EXT = # of Ext.
BM = Extruded Wind Beam
WC = 1.12 #/ft Wing Chan.
EXAL= Extruded Aluminum

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN TEXT	DIMENSIONS	ALUMINUM TYPE A	ALUMINUM TYPE G	Post Type	Posts (1 or 2)	Anchor Type	Mounting Designation
			CSJ:0921-02-323							
1 of 2										
	1	R1-1	STOP	36X36	✓		S80	1	SA	P
	2	W1-2R	SYM CURVE RIGHT	36X36	✓		S80	1	SA	P
	3	W1-2L	SYM CURVE LEFT	36X36	✓		S80	1	SA	P
	4	W3-1A	SYM STOP AHEAD	36X36	✓		S80	1	SA	P
	5	W3-1A	SYM STOP AHEAD	36X36	✓		S80	1	SA	P
	6	R1-1	STOP	36X36	✓		S80	1	SA	P
2 of 2										
	1	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					
	2	R2-1	SPEED LIMIT 45	24X30	✓		S80	1	SA	P
	3	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					
	4	W1-2L	SYM CURVE LEFT	36X36	✓		S80	1	SA	P
	5	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					
	6	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					
	7	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					
	8	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					
	9	W3-1A	SYM STOP AHEAD	36X36	✓		S80	1	SA	P
	10	R3-5R	RIGHT TURN (ONLY)	24X30	✓		S80	1	SA	P
	11	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					
	12	R1-1	STOP	36X36	✓		S80	1	SA	P
		R1-3aP	ALL WAY	18X6	✓					

ALUMINUM SIGN BLANKS (TYPE A)

Square Ft.	Min. Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.

SUMMARY OF SMALL SIGNS

SOSS

©TxDOT May 1987

REVISIONS	
DN: TxDOT	11-93
CK: TxDOT	8-95
DW: TxDOT	2-07
CK: TxDOT	9-08

DIST	COUNTY	CONT	SECT	JOB	HIGHWAY
21	HIDALGO	0921	02	323	MILE 2 NORTH

SHEET NO. 142

1R

SUMMARY OF SMALL SIGNS

PLAN SHT. NO.	SIGN NO.	SIGN TYPE	SIGN TEXT	SIGN DIMENS. (INCHES)	REMOVE SMALL SIGN ASSM. (EA)	RELOCATE SMALL SIGN ASSM. (EA)
1of7			CSJ: 0921-02-323			
	1	R1-1	STOP	30X30	X	
	2	W1-2R	ROAD CURVES RIGHT	36X36	X	
	3	W1-2L	ROAD CURVES LEFT	36X36	X	
	4	W3-1a	SYM STOP AHEAD	36X36	X	
	5	W3-1	STOP AHEAD	36X36	X	
	6	R1-1	STOP	30X30	X	
2of7						
	1	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		
	2	R2-1	SPEED LIMIT 45	30X30	X	
	3	R5-1	YIELD	30X30X30	X	
	4	R5-1	DO NOT ENTER	30X30	X	
	5	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		
	6	W1-8	CHEVRON	24X30	X	
	7	W1-8	CHEVRON	24X30	X	
	8	W1-8	CHEVRON	24X30	X	
	9	W1-2L	ROAD CURVES LEFT	36X36	X	
	10	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		
	11	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		
	12	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		
	13	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		
	14	W3-1a	SYM STOP AHEAD	36X36	X	
	15	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		
	16	R1-1	STOP	30X30	X	
		R1-3	4-WAY PLAQUE	9X12		

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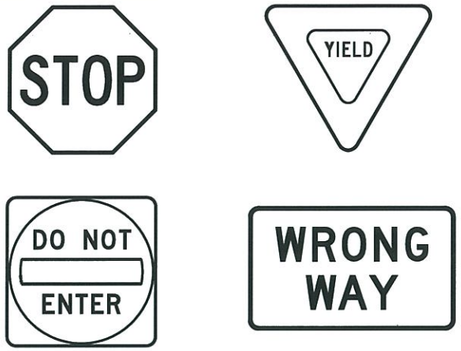
DATE:
FILE:

REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

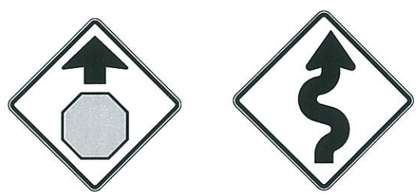
SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND,BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND,BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND,BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(4)-13

FILE: tsr4-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2003	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
12-03 7-13	DIST	COUNTY		SHEET NO.
9-08	21	HIDALGO		144

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

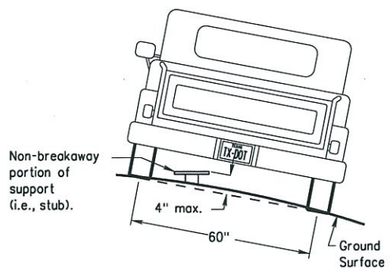
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1) to (SLIP-3))

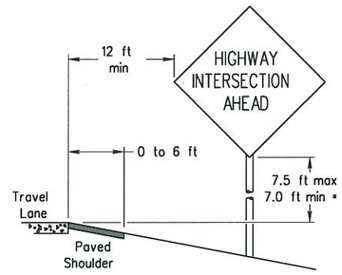
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

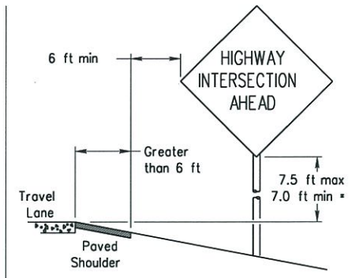
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

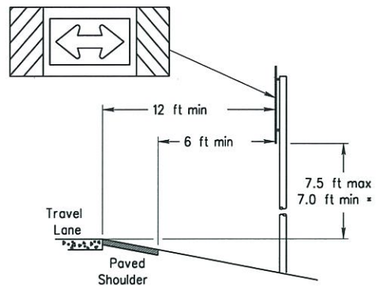
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



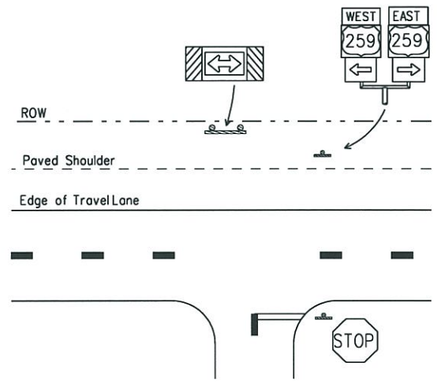
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

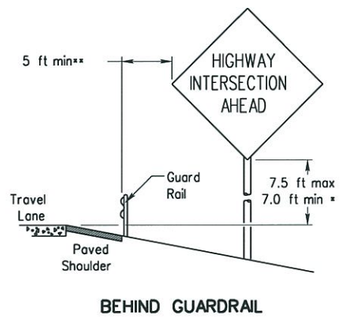
T-INTERSECTION



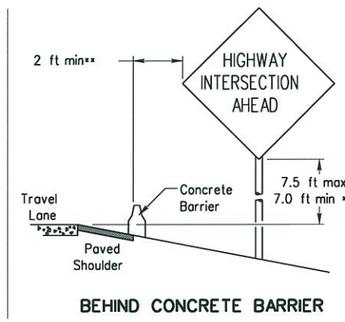
When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



BEHIND BARRIER



BEHIND GUARDRAIL



BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

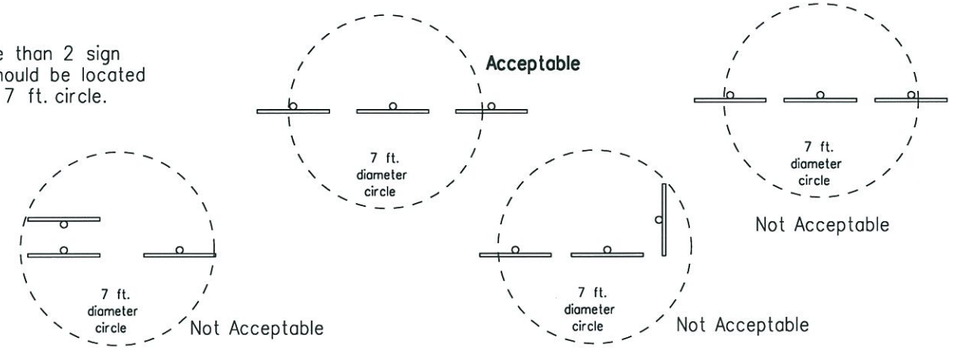
- Signs shall be mounted using the following condition that results in the greatest sign elevation:
  (1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or
  (2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

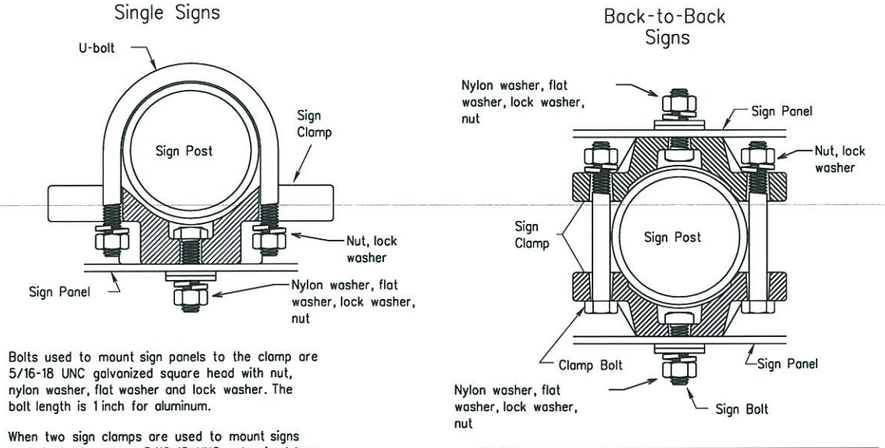
See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
http://www.txdot.gov/publications/traffic.htm

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL



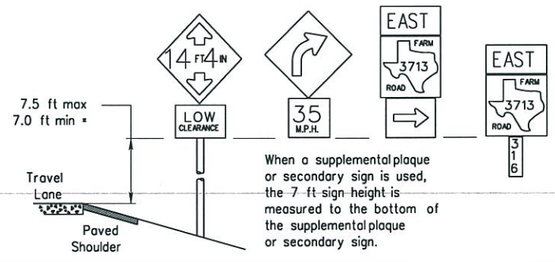
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

Sign clamps may be either the specific size clamp or the universal clamp.

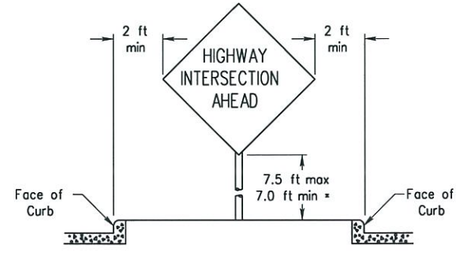
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



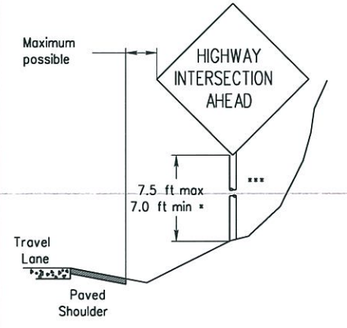
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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9-08	CONT	SECT	JOB	HIGHWAY
	0921	02	323	MILE 2
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		145

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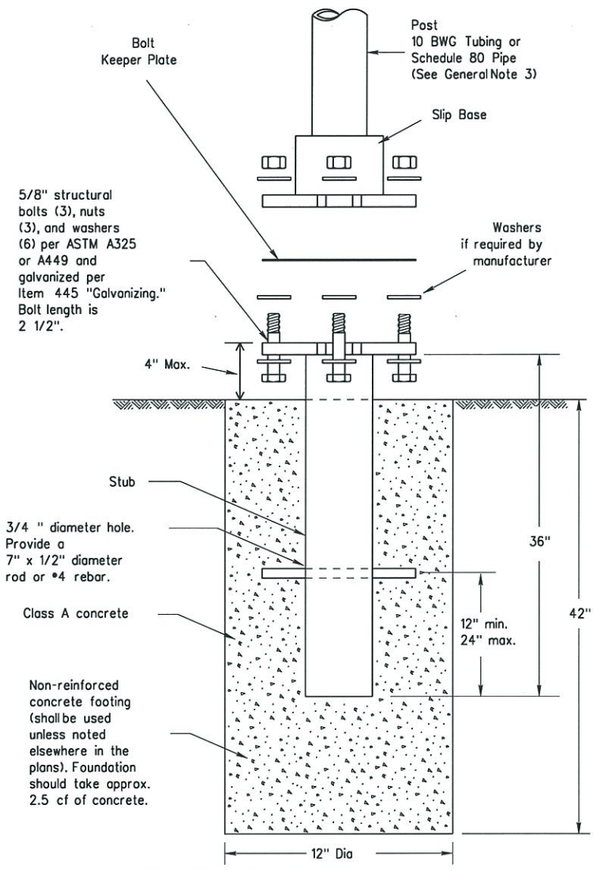
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer list.htm_ The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   - 10 BWG Tubing (2.875" outside diameter)
     - 0.134" nominal wall thickness
     - Seamless or electric-resistance welded steel tubing or pipe
     - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
     - Other steels may be used if they meet the following:
       - 55,000 PSI minimum yield strength
       - 70,000 PSI minimum tensile strength
       - 20% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
     - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
     - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   - Schedule 80 Pipe (2.875" outside diameter)
     - 0.276" nominal wall thickness
     - Steel tubing per ASTM A500 Gr C
     - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
       - 46,000 PSI minimum yield strength
       - 62,000 PSI minimum tensile strength
       - 21% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
     - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
     - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

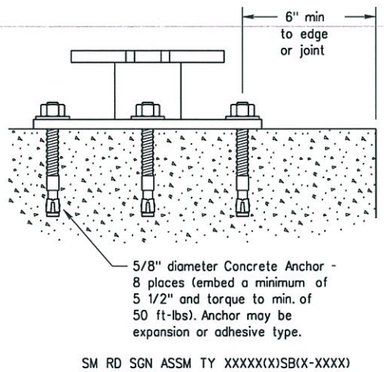
Foundation

1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

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REVISIONS
9-08

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2

DIST	COUNTY	SHEET NO.
21	HIDALGO	146

DATE:
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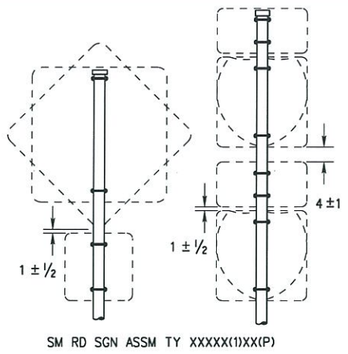
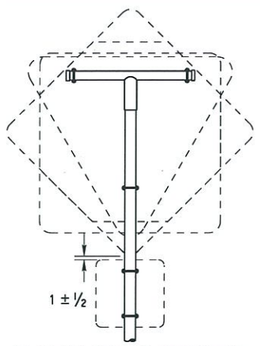


SM RD SGN ASSM TY XXXXX(1)XX(P)



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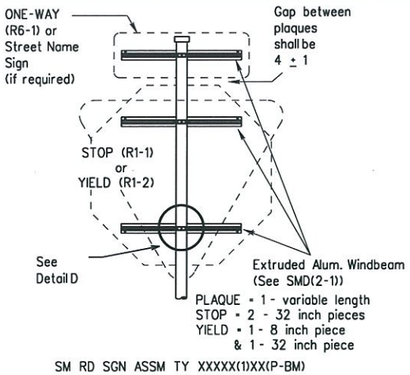

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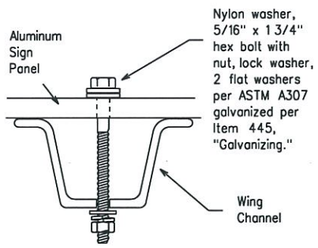
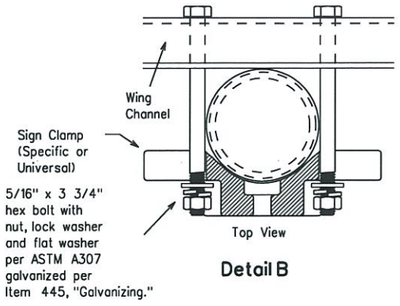
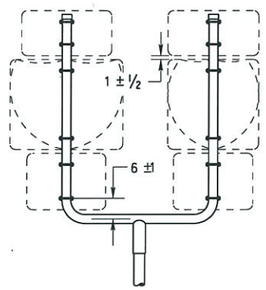


Detail A



Detail B



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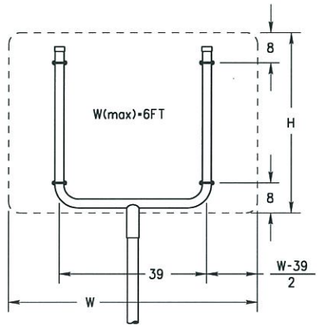

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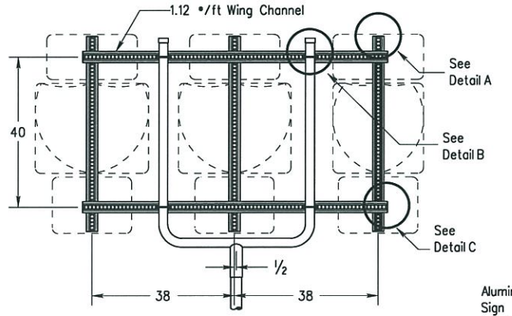
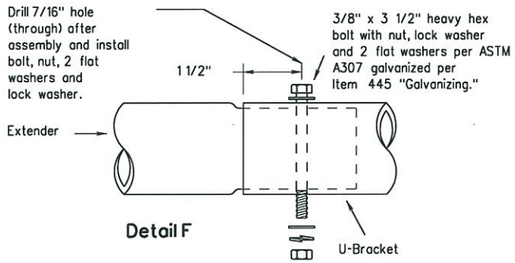
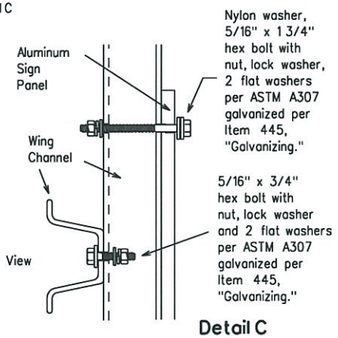


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

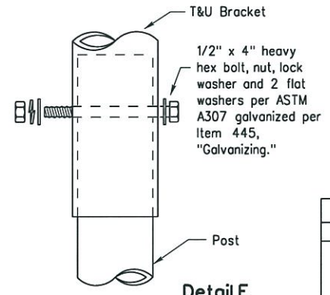


Detail F

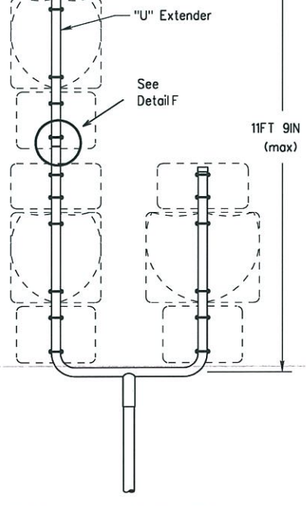
Splices shall only be allowed behind the sign substrate.



Detail C



Detail E



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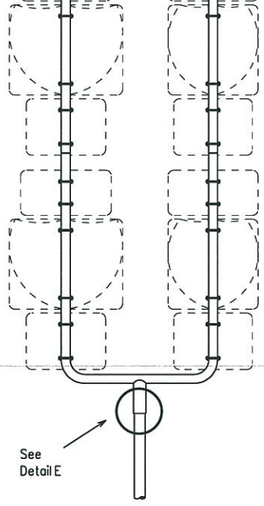
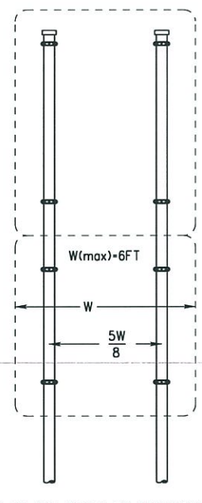
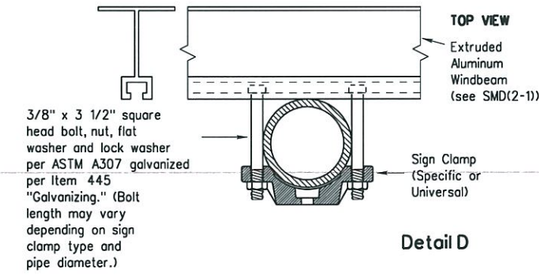


SM RD SGN ASSM TY S80(1)XX(U-2EXT)

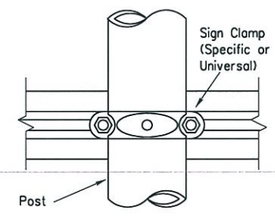


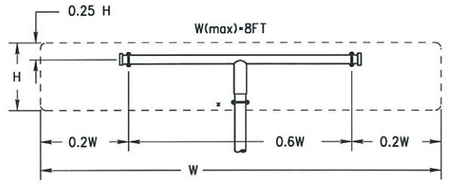
SM RD SGN ASSYM TY XXXXX(2)XX(P)

SIDE VIEW



Detail D

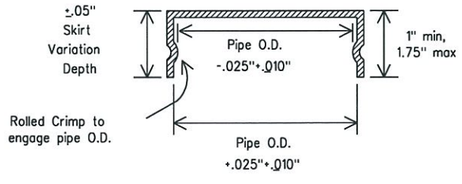




SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

All dimensions are in english unless detailed otherwise.

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

GENERAL NOTES:

1.

SIGN SUPPORT	OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		147

REVISIONS
9-08

DATE:
FILE:

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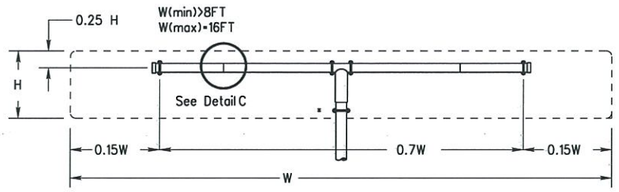
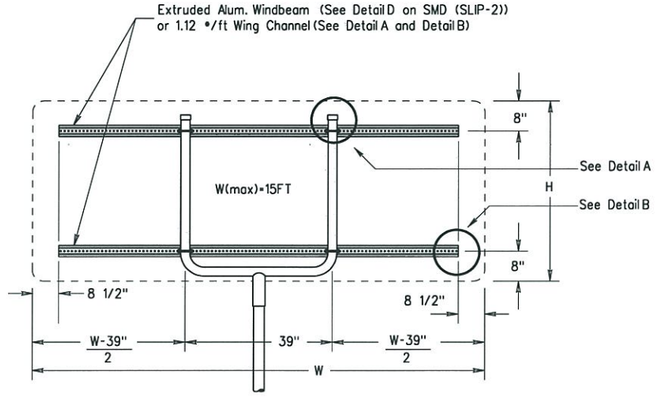
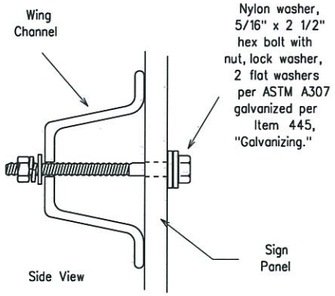


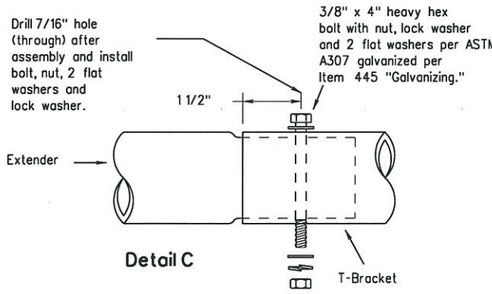
SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(* - See Note 12)



SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



Detail B



Detail C

Splices shall only be allowed behind the sign substrate.

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
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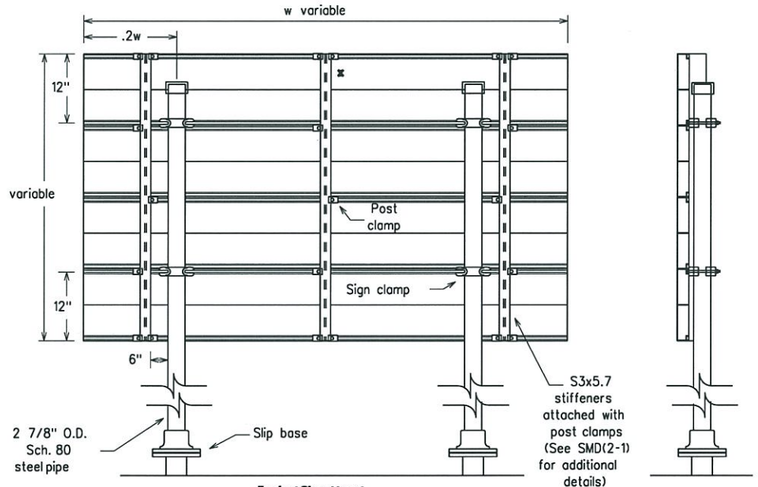
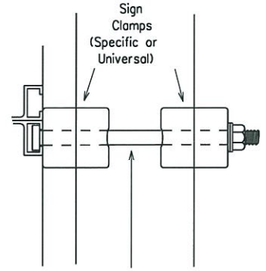
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Sign blanks shall be the sizes and shapes shown on the plans.
11. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.



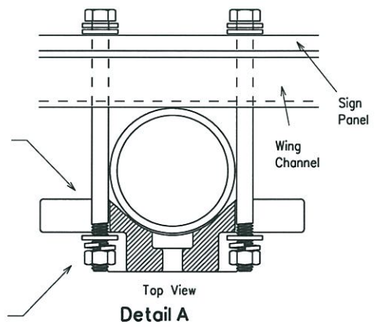
Typical Sign Mount

SM RD SGN ASSM TY SB0(2)XX(P-EXAL)

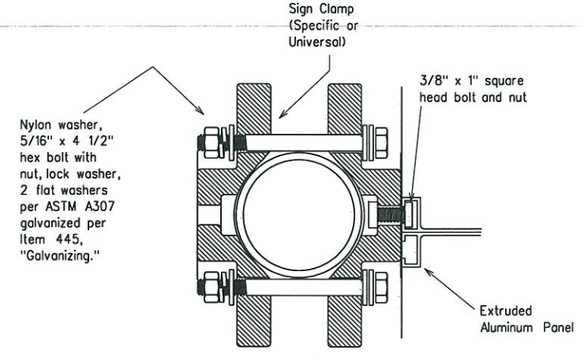
* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.



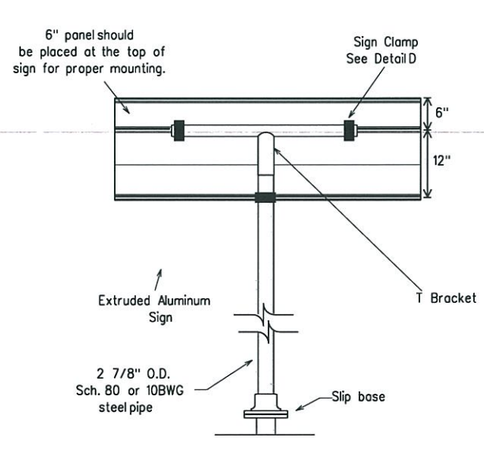
Detail E



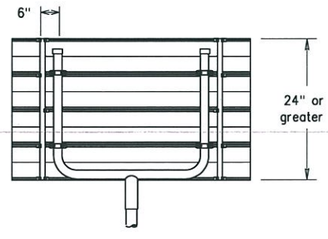
Detail A



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

REQUIRED SUPPORT

	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2
DIST	COUNTY		SHEET NO.
21	HIDALGO		148

DATE:
FILE:

26D

SUMMARY OF REFLECTORIZED PAVEMENT MARKINGS (TYPE I) ITEM 666											SUMMARY OF PREFABRICATED PAV. MRK. (TYPE B) ITEM 668					SUMMARY OF RAISED PAVEMENT MARKERS ITEM 672		
CODE	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	U	V	W
SHEET	4" SOLID WHITE	4" SOLID YELLOW	4" BROKEN WHITE	4" BROKEN YELLOW	8" SOLID WHITE	8" SOLID YELLOW	4"SOLID DBL YELLOW	24" SOLID WHITE	24" SOLID YELLOW	12" SOLID WHITE	WORD ONLY	SGL ARROW	DBL ARROW	U-TURN ARROW	RR XING SYMBOL	CL B TYPE I-C	CL B TYPE II-CR	CL B TYPE II-AA
	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA
CSJ: 0921-02-323																		
SHEET 1 OF 2	-	-	630	-	370	-	3,760	70	-	143	3	6	-	-	-	55	-	192
SHEET 2 OF 2	-	-	640	-	255	-	2,960	191	-	783	1	2	-	-	-	50	-	150
GRAND TOTAL	-	-	1,270	-	625	-	6,720	261	-	926	4	8	-	-	-	105	-	342

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED PROFESSIONAL ENGINEER
5/2/2014

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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
BASIS OF ESTIMATE

SCALE:
HOR. - 1"=100'

SHEET 1 OF 1

DN: E.R.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					149
DW: E.R.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

5/2/2014
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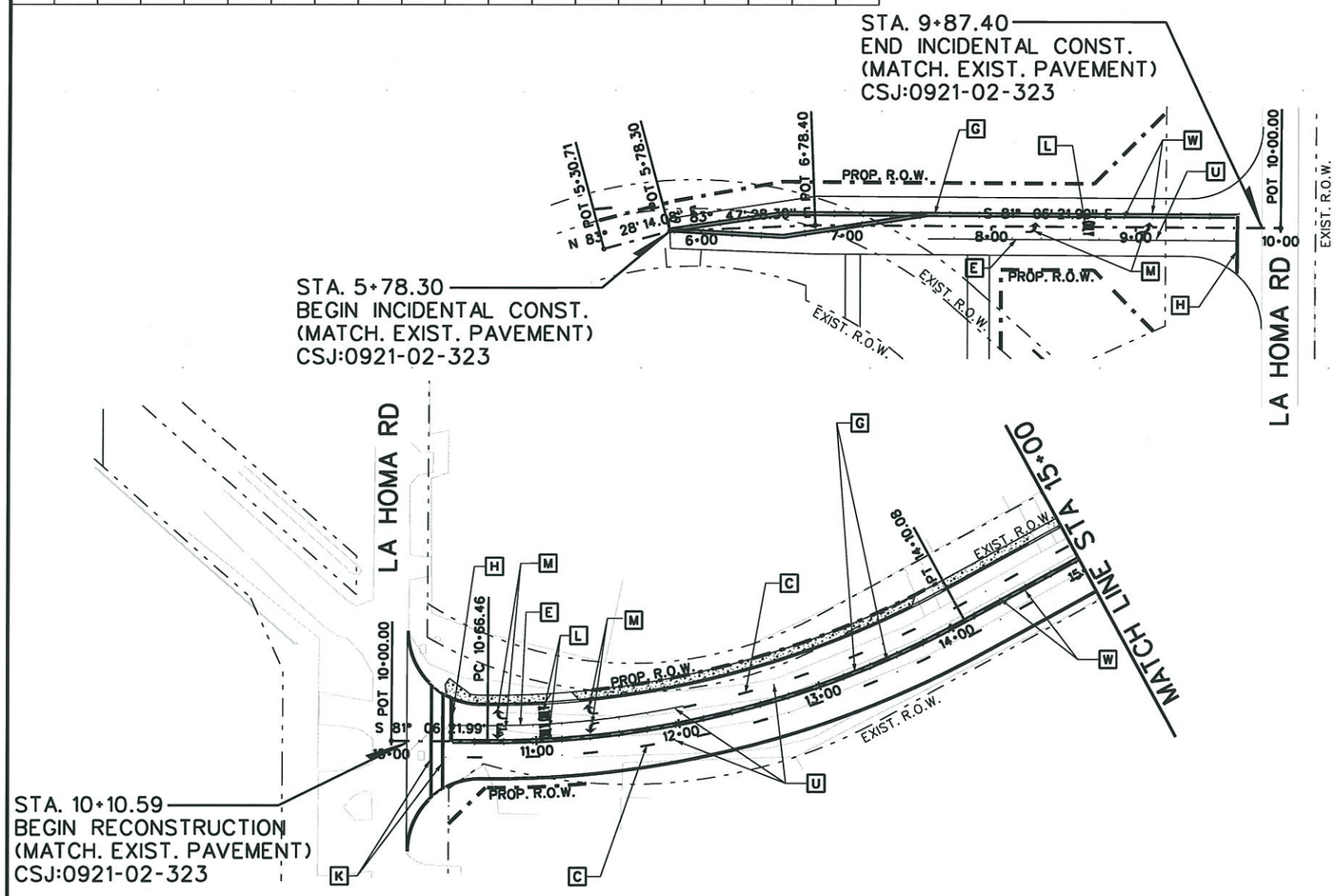
PAVEMENT MARKING QUANTITIES																		
A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R	U	V	W	⇨
-	-	630	-	370	-	3760	70	-	143	3	6	-	-	-	-	55	-	192	-



PAVEMENT MARKINGS LEGEND
TYPE I - THERMOPLASTIC (ITEM 666)

- A — 4" WHITE SOLID
- B — 4" YELLOW SOLID
- C — 4" WHITE BROKEN
- D — 4" YELLOW BROKEN
- E — 8" WHITE SOLID
- F — 8" YELLOW SOLID
- G — 4" DOUBLE YELLOW SOLID
- H — 24" WHITE SOLID
- J — 24" YELLOW SOLID
- K — 12" WHITE SOLID

PRE-FABRICATED PAVEMENT MARKINGS LEGEND
TYPE B - ITEM 668

- L — WORD "ONLY"
- M — SINGLE ARROW
- N — DOUBLE ARROW
- P — U-TURN ARROW

RAISED PAVEMENT MARKERS LEGEND
TYPE B - ITEM 672

- U — TYPE I-C REFLECTIVE CL B
- V — TYPE II-CR REFLECTIVE CL B
- W — TYPE II-AA REFLECTIVE CL B
- ⇨ — TRAFFIC FLOW

STATE OF TEXAS
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THE COUNTY OF HIDALGO TEXAS

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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
STRIPING LAYOUT SHEET
STA. 10+10.70 TO STA. 23+50

SCALE:
HOR. - 1"=100'
VER. -

SHEET 1 OF 2

DN: E.R.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				150
DW: E.R.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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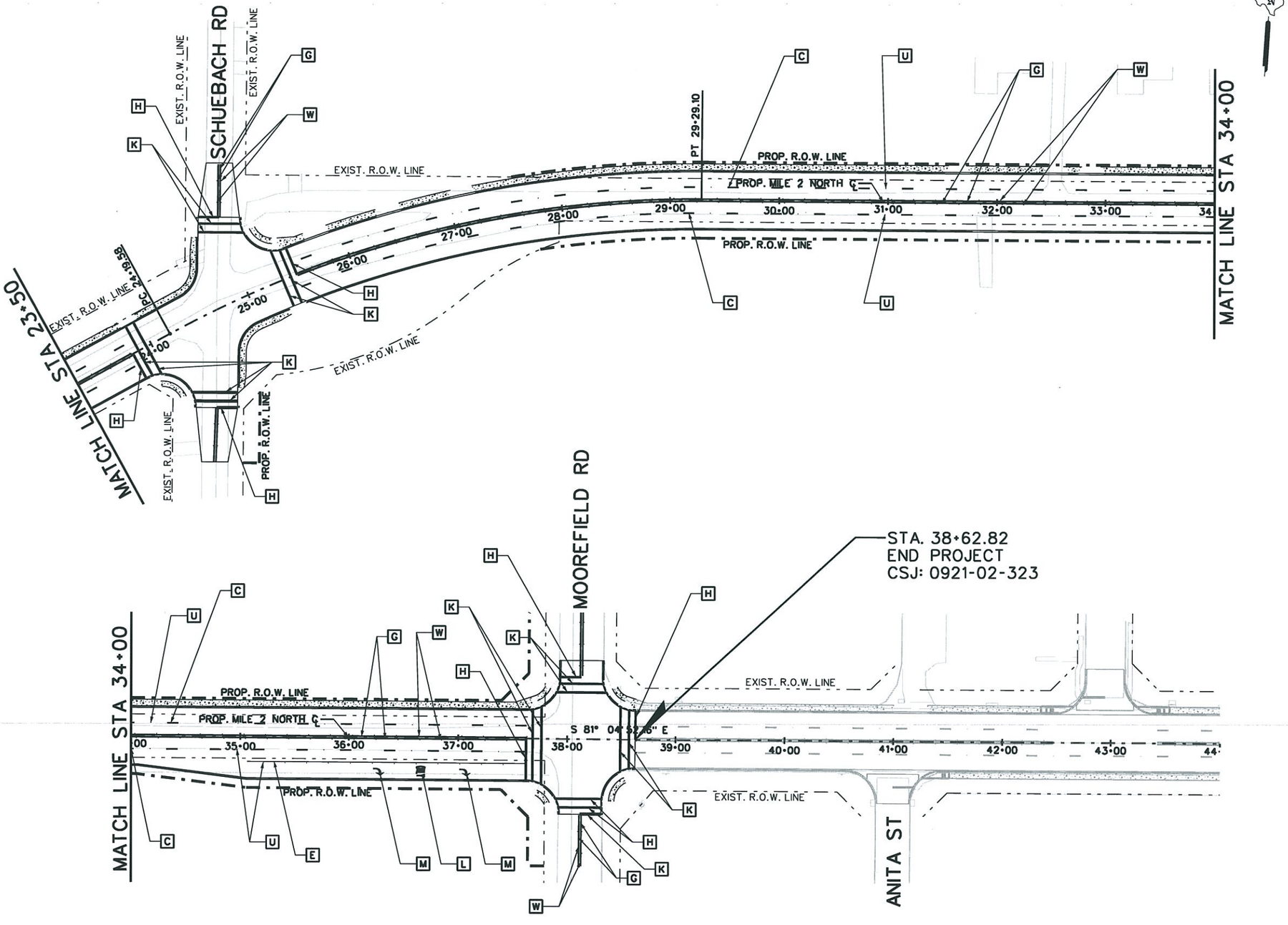
5/2/2014

CSJ: 0921-02-323

PAVEMENT MARKING QUANTITIES

A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R	U	V	W	◇
-	-	640	-	255	-	2960	191	-	783	1	2	-	-	-	-	50	-	150	



PAVEMENT MARKINGS LEGEND
TYPE I-THERMOPLASTIC (ITEM 666)

- A 4" WHITE SOLID
- B 4" YELLOW SOLID
- C 4" WHITE BROKEN
- D 4" YELLOW BROKEN
- E 8" WHITE SOLID
- F 8" YELLOW SOLID
- G 4" DOUBLE YELLOW SOLID
- H 24" WHITE SOLID
- J 24" YELLOW SOLID
- K 12" WHITE SOLID

PRE-FABRICATED PAVEMENT MARKINGS LEGEND
TYPE B -ITEM 668

- L WORD "ONLY"
- M SINGLE ARROW
- N DOUBLE ARROW
- P U-TURN ARROW

RAISED PAVEMENT MARKERS LEGEND
TYPE B -ITEM 672

- U TYPE I-C REFLECTIVE CL B
- V TYPE II-CR REFLECTIVE CL B
- W TYPE II-AA REFLECTIVE CL B
- ⇨ TRAFFIC FLOW

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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
STRIPING LAYOUT SHEET
STA. 23+50 TO STA. 38+62.82

SCALE:
HOR. - 1"=100'
VER. -

SHEET 2 OF 2

DN: E.R.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: D.B.T.		6	TX					151
DW: E.R.		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: D.B.T.		21	HIDALGO	0921	02	323		MILE 2
TR:								
CK TR:								

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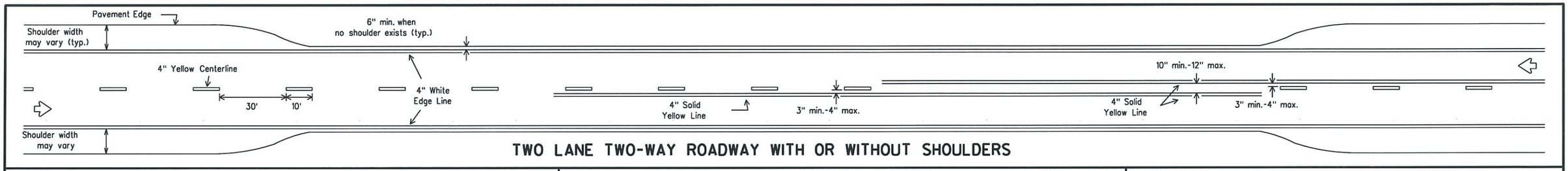
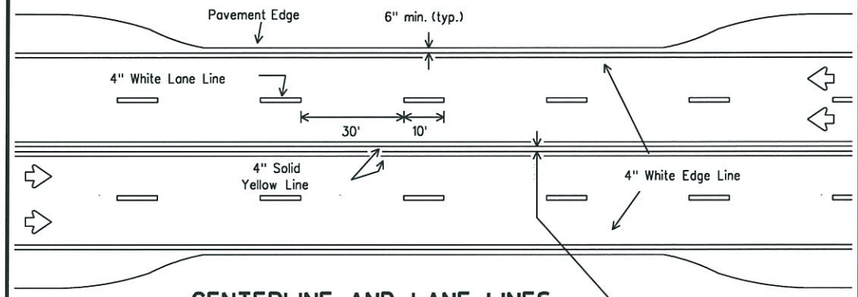
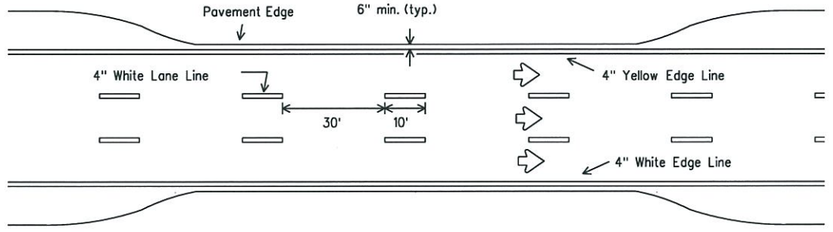


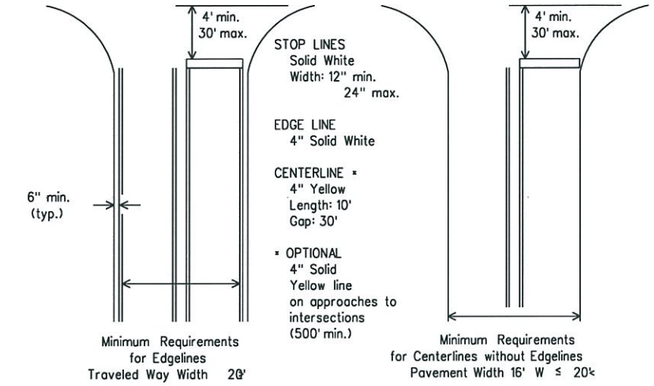
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

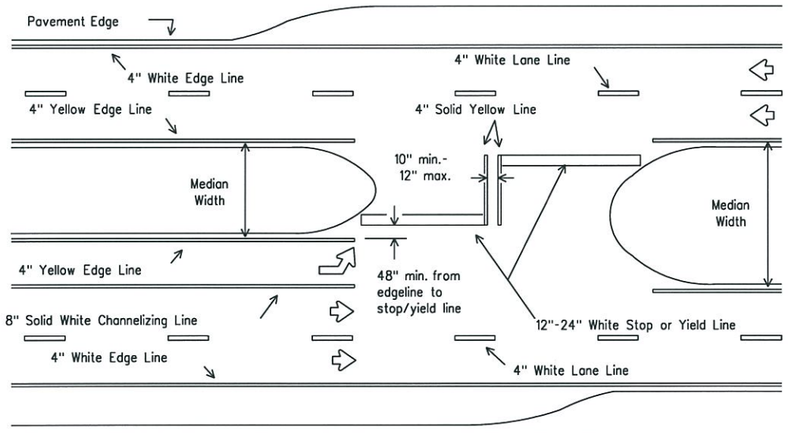


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



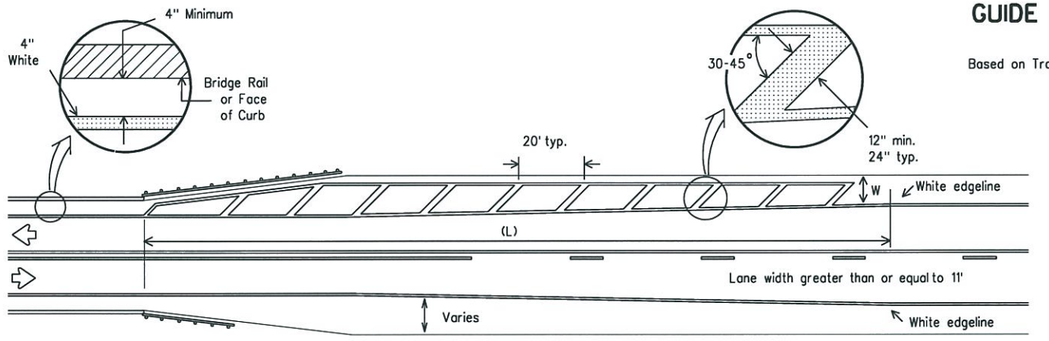
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

L = 8 x 70 = 560 ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

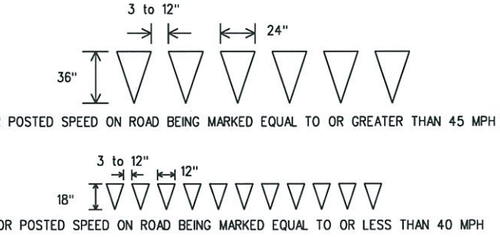
L = 4(40) ? 60 = 106.67 ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

© TxDOT November 1978

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12	0921	02	323	MILE 2
5-00	DIST	COUNTY		SHEET NO.
8-00	21	HIDALGO		152
3-03				

DATE:
FILE:

22A

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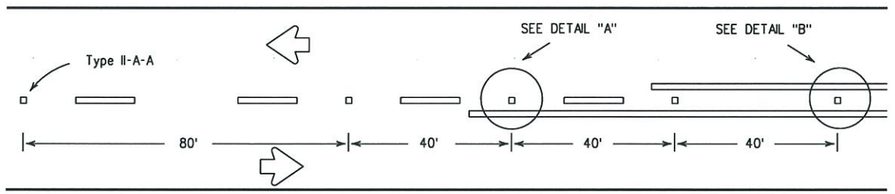
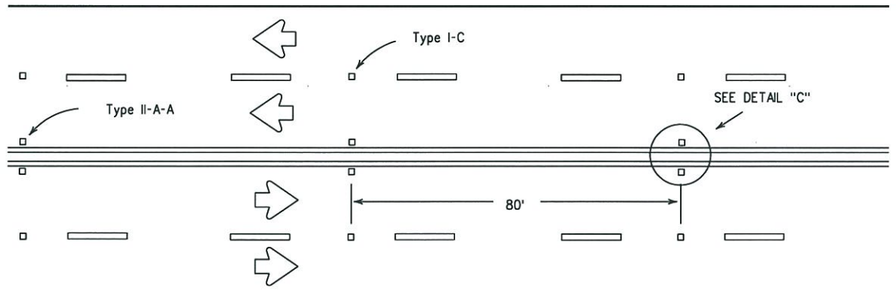
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

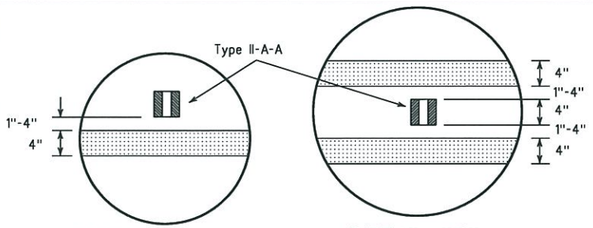


CENTERLINE FOR ALL TWO LANE ROADWAYS



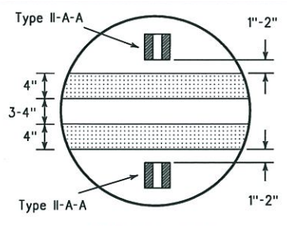
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.

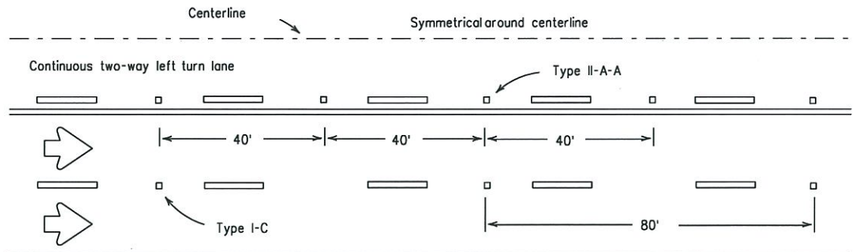


DETAIL "A"

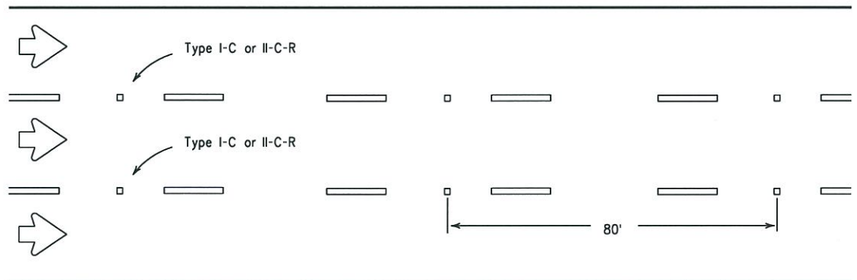
DETAIL "B"



DETAIL "C"

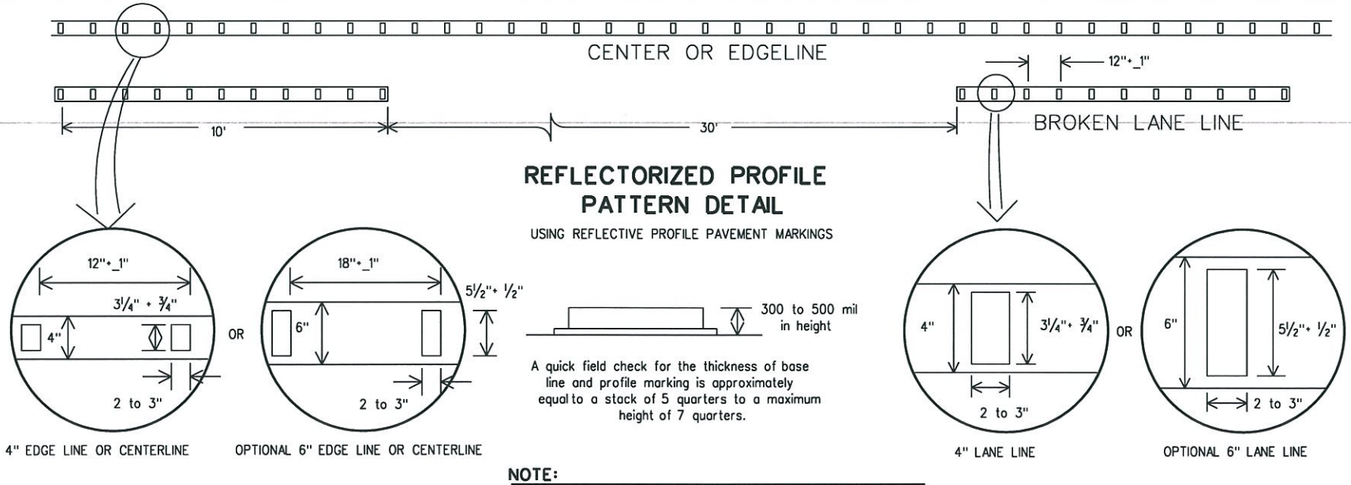


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



REFLECTORIZED PROFILE PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

A quick field check for the thickness of base line and profile marking is approximately equal to a stack of 5 quarters to a maximum height of 7 quarters.

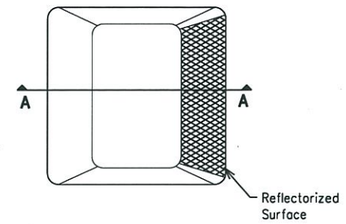
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

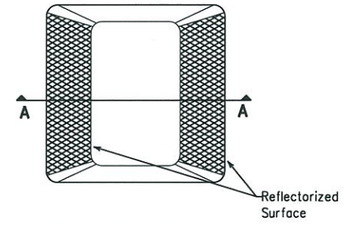
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

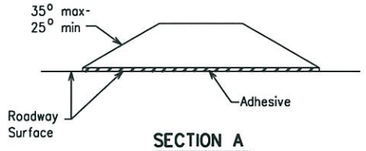
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS
PM(2)-12

© TxDOT April 1977

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
4-92 2-10	0921	02	323	MILE 2
5-00 2-12	DIST	COUNTY		SHEET NO.
8-00	21	HIDALGO		153
2-08				

DATE:
FILE:

22B

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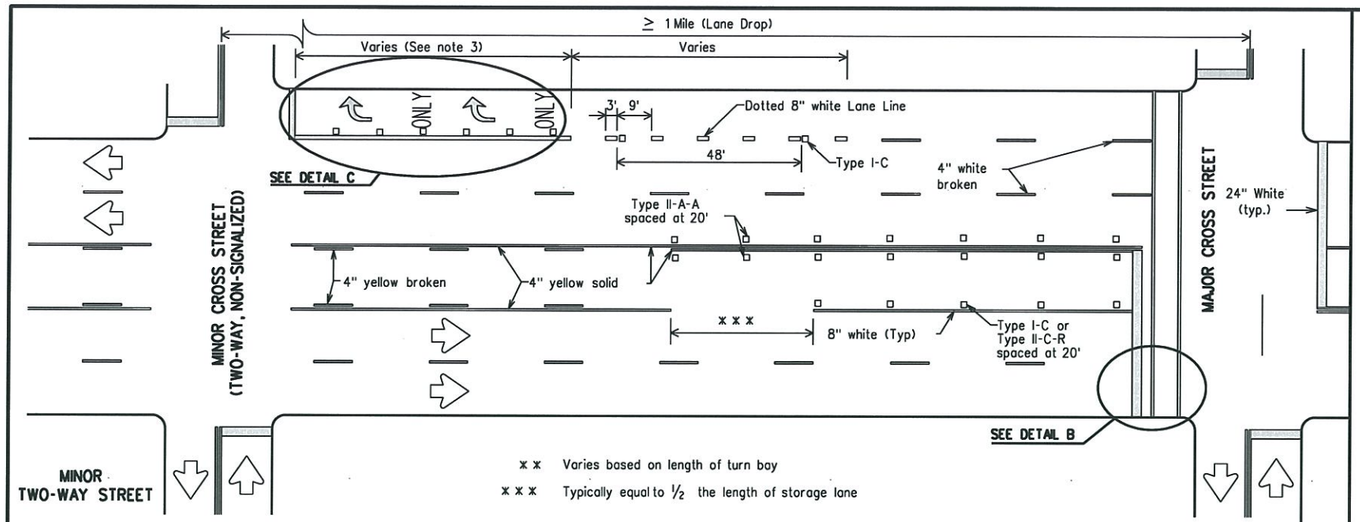
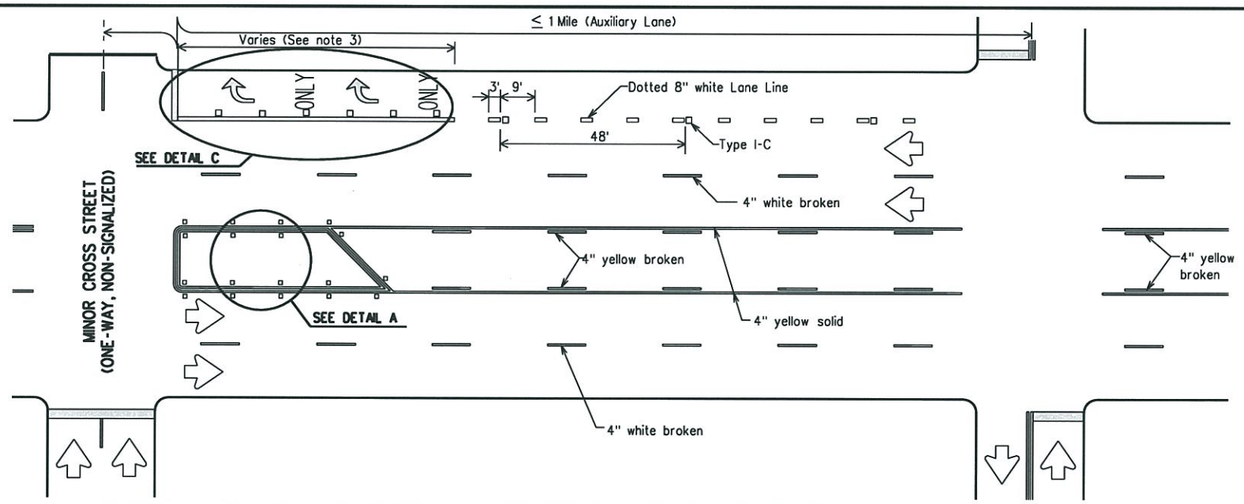
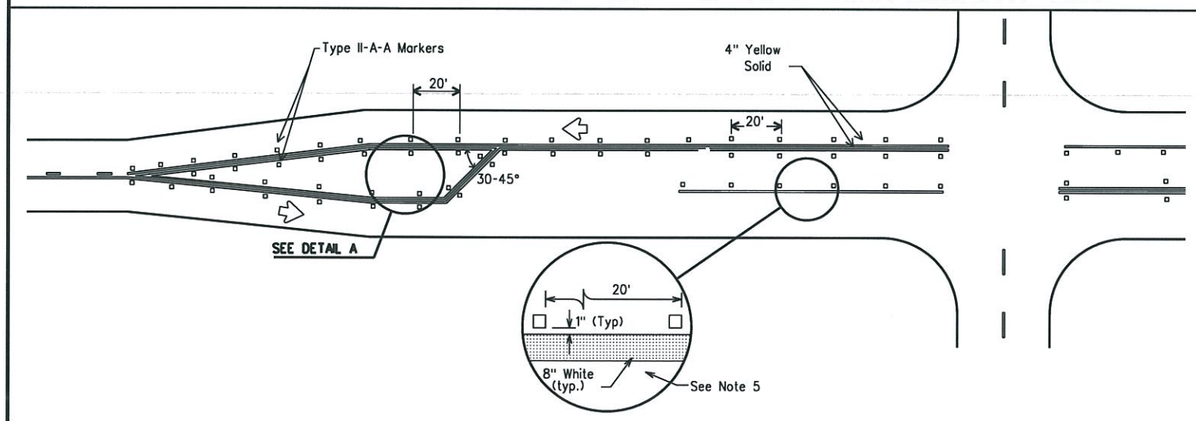


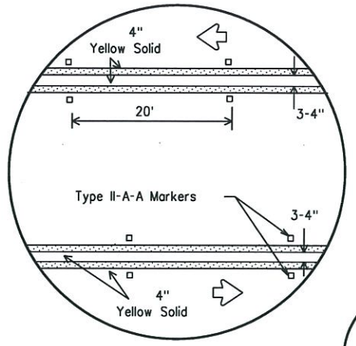
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



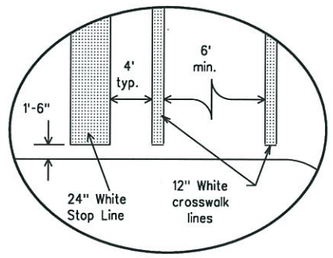
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

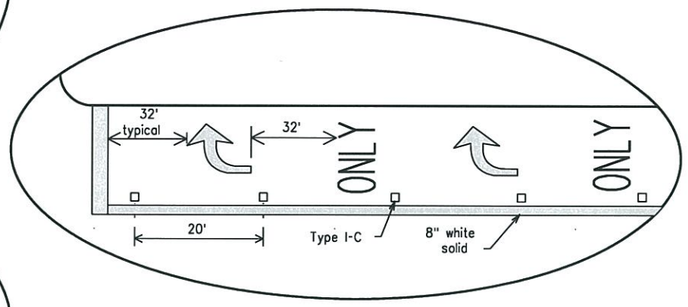


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

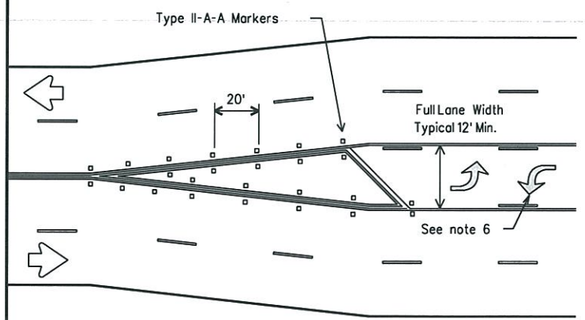
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk paterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
5-00 2-12	CONT	SECT	JOB	HIGHWAY
8-00	0921	02	323	MILE 2
3-03	DIST	COUNTY		SHEET NO.
2-10	21	HIDALGO		154

DATE:
FILE:

MILE 2 ROAD - PROJECT 1 - FLASHING BEACON QUANTITIES (CSJ 0921-02-323)

ITEM	DESCR CODE	DESCRIPTION	UNIT	FLASHING BEACON SCHUERBACH	FLASHING BEACON MOOREFIELD	TOTALS
0416	2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	30.4	30.4	60.8
0618	2024	CONDT (PVC) (SCHD 40) (4")	LF	8	8	16
0620	2009	ELEC CONDR (NO. 6) BARE	LF	70	70	140
0620	2010	ELEC CONDR (NO. 6) INSULATED	LF	35	35	70
0621	2004	TRAY CABLE (4 CONDR) (12 AWG)	LF	175	215	390
0625	2004	ZINC - COAT STL WIRE STRAND (3/8 IN)	LF	120	135	255
0628	2145	ELC SRV TY T 120/240 000 (NS)GS(L)TS(O)	EA	1	1	2
0680	2001	INSTALL HWY TRF SIG (FLASH BEACON)	EA	1	1	2
0682	2027	VEH SIG SEC (12 IN) LED (RED)	EA	8	8	16
0684	2010	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)	LF	110	140	250
686	2018	INS TRF SIG PL AM(S) STR (TY D) LUM	EA	2	2	4
*		CONTROLLER, FLASHING BEACON	EA	1	1	2

* QUANTITIES ARE SHOWN FOR CONTRACTOR'S INFORMATION ONLY. THESE ITEMS ARE SUBSIDIARY TO VARIOUS OTHER ITEMS.

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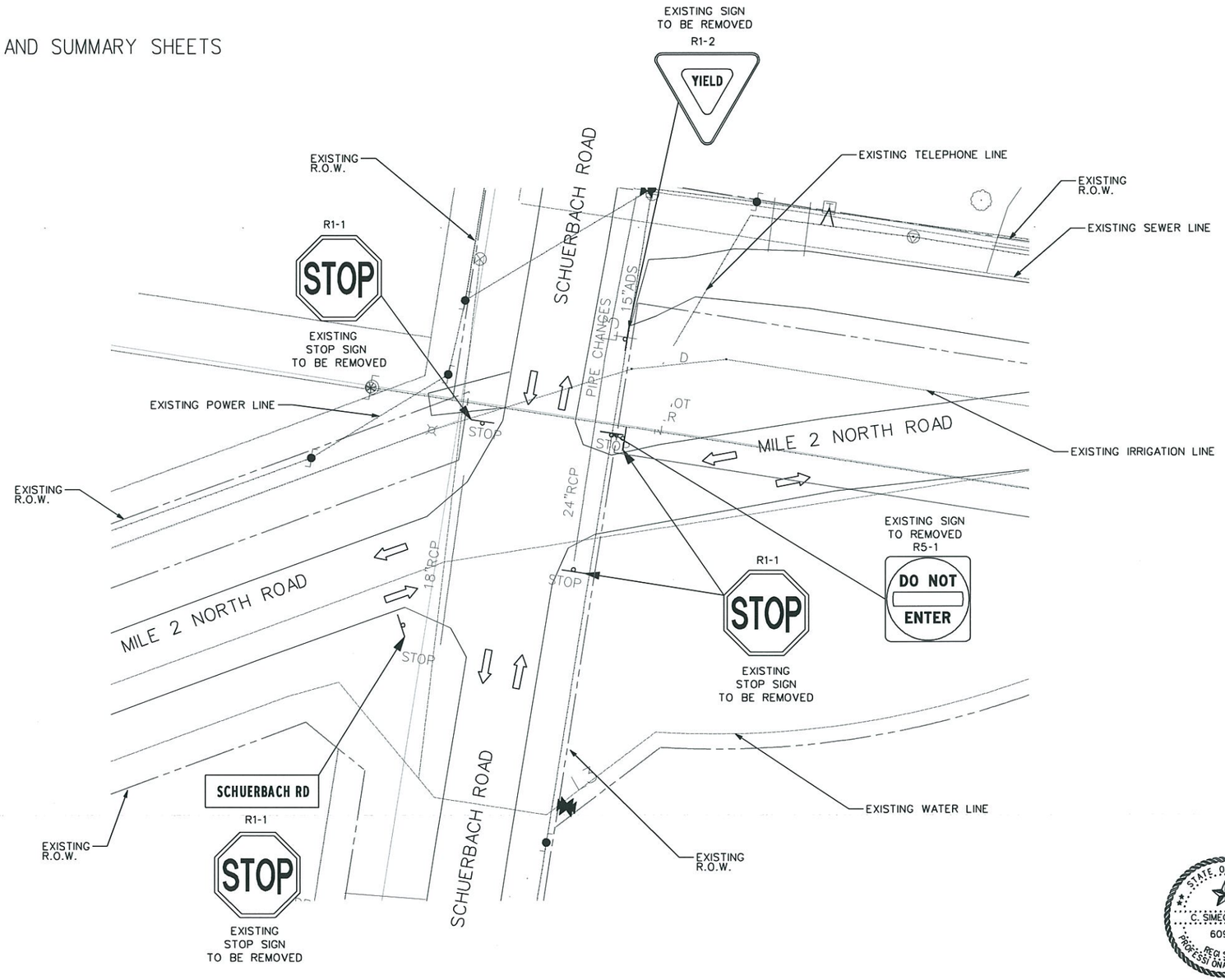
Houston, Texas 77092
Tel. (713) 956-9601 Fax (713) 956-9667
Ergonomic Transportation Solutions, Inc.
TBPE REG.NO. F-625

MILE 2 ROAD - FROM LA HOMA RD TO EAST OF MOOREFIELD RD PROJECT 1 QUANTITIES

DN: RLM		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: HCS		6	TEXAS					MILE 2
DW:		STATE DIST. NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW:		21	HIDALGO	0921	02	323		155
TR:	
CK TR:	

NOTE:

SEE SIGNING LAYOUT AND SUMMARY SHEETS FOR MORE DETAILS.



LEGEND

⇦ DIRECTION OF TRAFFIC

N

0 10 20 40

SCALE 1" = 40'

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Houston, Texas 77092
Tel. (713) 956-9601 Fax (713) 956-9667
TBPE REG.NO. F-625

STATE OF TEXAS
C. SIMEONIDIS
60919
REGISTERED PROFESSIONAL ENGINEER

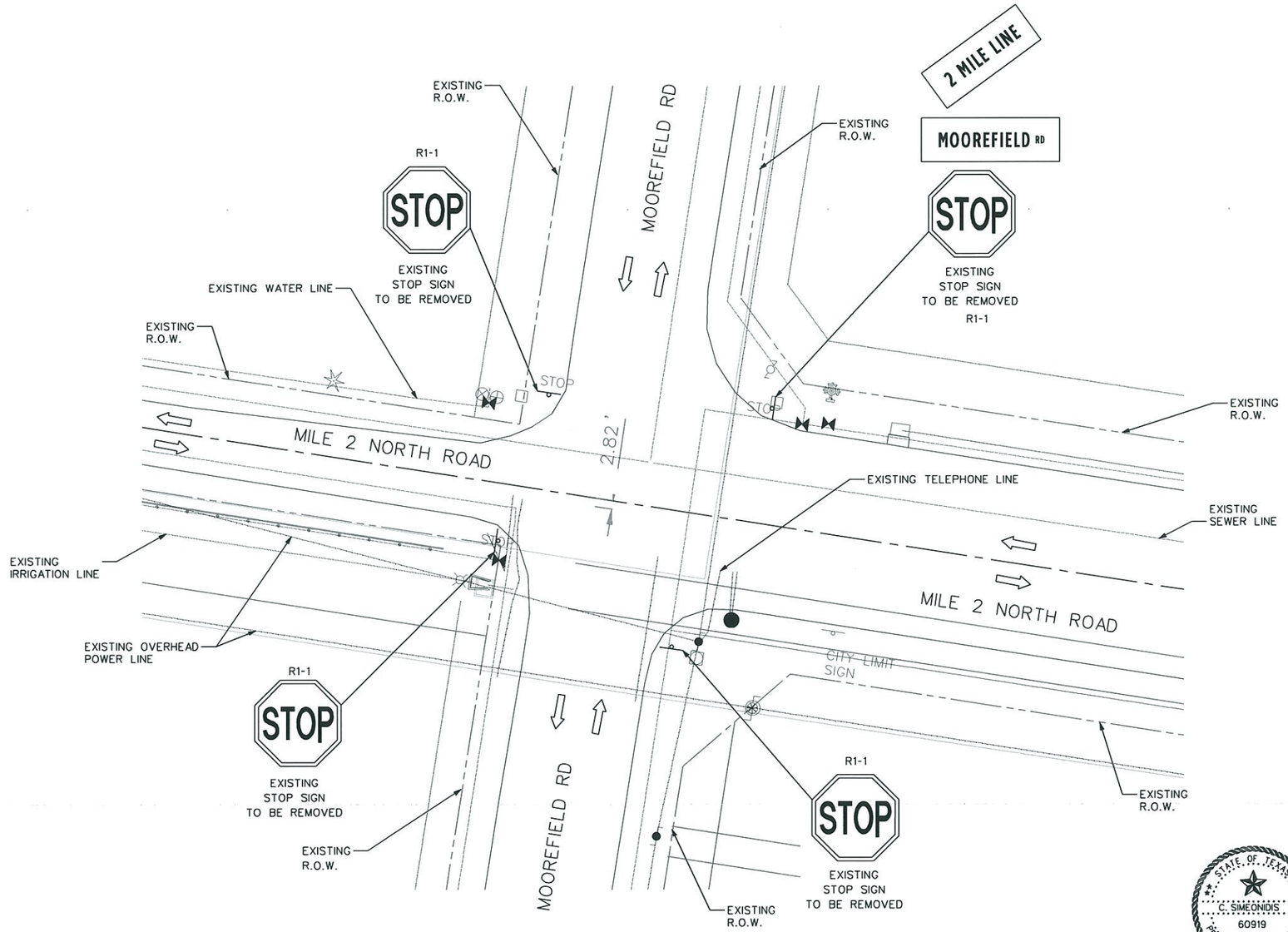
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY C. SIMEONIDIS, P.E. 60919 ON MARCH 31, 2014

EXISTING LAYOUT MILE 2 NORTH ROAD AT SCHUERBACH ROAD

DN: RLM	FED. RD. DIV. NO.	STATE	PROJECT NO.			HIGHWAY NO.
CK DN: HCS	6	TEXAS				MILE 2
DW:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
CK DW:	21	HIDALGO	0921	02	323	156
TR:						
CK TR:						

LEGEND

DIRECTION OF TRAFFIC



0 10 20 40

SCALE 1" = 40'

NOTE:

SEE SIGNING LAYOUT AND SUMMARY SHEETS FOR MORE DETAILS.

STATE OF TEXAS
C. SIMEONIDIS
60919
REGISTERED PROFESSIONAL ENGINEER

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Houston, Texas 77092
Tel. (713) 956-9601 Fax (713) 956-9667
TBPE REG.NO. F-625

EXISTING CONDITION LAYOUT MILE 2 NORTH ROAD AT MOOREFIELD ROAD

DN: RLM		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: HCS		6	TEXAS					MILE 2
DW:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW:		21	HIDALGO	0921	02	323		157
TR:								
CK TR:								

PROPOSED ELECTRICAL SCHEDULE

ITEM	TOTAL QTY.	RUN NUMBER	A	B	POLE
		RUN LENGTH (FT.)	30	75	35
POWER	35	1/C - # 6			1
GROUND	70	1/C - # 6 BARE			2
SIGNAL CABLE	110	5/C # 12		1	1
LUMINAIRE	175	4/C # 12 (TRAY CABLE)	1	1	2
CONDUIT	8	4" PVC*			

* PVC IN POLE FOUNDATION (SEE MISCELLANEOUS DETAILS PHARR DISTRICT STANDARD SHEET 3 OF 4)

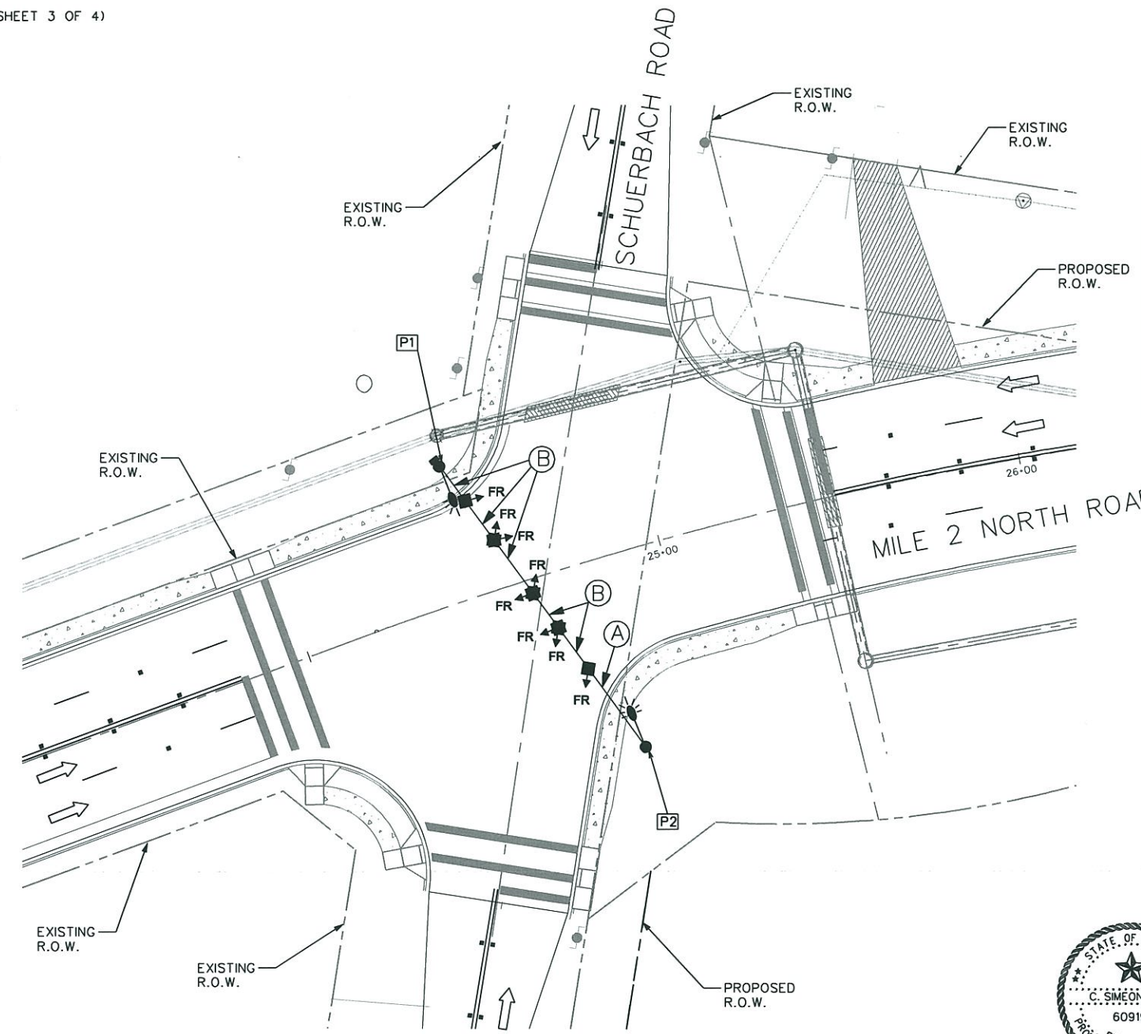
POLE LOCATIONS

POLE NO.	DESCRIPTION	STA.	OFFSET
P1	34' STEEL POLE WITH FLASHER CONTROLLER, LUMINAIRE, AND OVERHEAD ELECTRIC SERVICE	24+ 50.15	36.84' LT
P2	34' STEEL POLE WITH LUMINAIRE	24+ 79.41	52.86' RT

NOTE: STATION NUMBERS ARE WITH REFERENCE TO THE CENTER LINE OF MILE 2 NORTH ROAD

STEEL STRAIN POLES

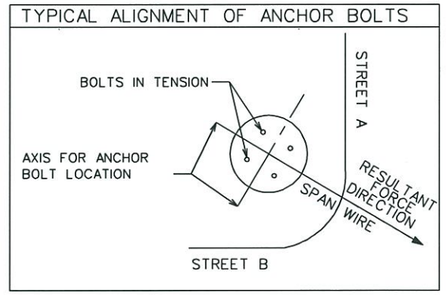
POLE NO.	QUANTITY	POLE DESIGNATION	FOUNDATION TYPE	FOUNDATION DEPTH
P1	1	SPL 34 D-100	36-B	15.2'
P2	1	SPL 34 D-100	36-B	15.2'
TOTALS	2			30.4'



LEGEND

- PROPOSED STRAIN POLE
- PROPOSED SPAN WIRE MOUNTED 12" FLASHING BEACON HEAD (1 WAY- 1 SECTION)
- PROPOSED SPAN WIRE MOUNTED 12" FLASHING BEACON HEAD (2 WAY- 1 SECTION)
- PROPOSED POLE MOUNTED CONTROLLER WITH ELECTRICAL SERVICE
- PROPOSED LUMINAIRE ARM
- FR FLASHING RED
- DIRECTION OF TRAFFIC FLOW

TYPICAL ALIGNMENT OF ANCHOR BOLTS



0 10 20 40
SCALE 1" = 40'

Elec. Service No.	Sheet No.	Electrical Service Description (see ED (4) & (5) - 03)	Service Conduit Size	Service Conductors No./Size	Safety Switch Amps	Main Ckt. Bkr. Pole/Amp	Two-Pole Contactor Amps	Panelbd/ Loadcenter Amp Rating	Circuit No.	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
FB 1	SCHUERBACH	ELC SRV TY T 120/240 000 (NS)GS(L)TS(O)	1 1/4"	3/#6	N/A	N/A	N/A	100	F.B.	1P/20	12	<2.2
									LIGHT	2P/20	3	

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Tel. (713) 956-9601 Fax (713) 956-9667
Ergonomic Transportation Solutions, Inc.
TBPE REG.NO. F-625

PROPOSED FLASHING BEACON LAYOUT MILE 2 NORTH ROAD AT SCHUERBACH ROAD

DN: RLM	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: HCS	6	TEXAS					MILE 2
DW:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW:	21	HIDALGO	0921	02	323		158
TR:							
CK TR:							

PROPOSED ELECTRICAL SCHEDULE

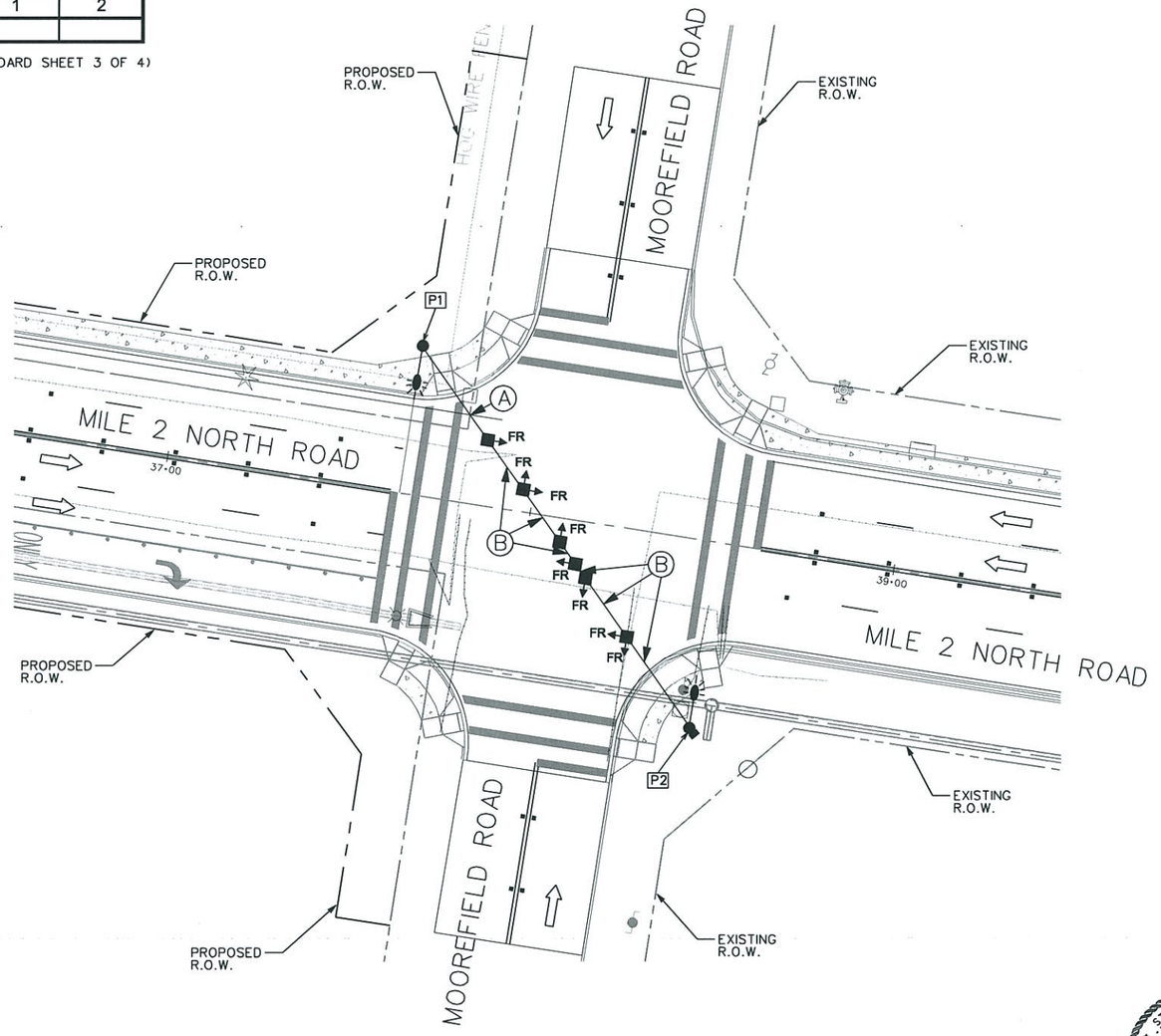
ITEM	TOTAL QTY.	RUN NUMBER	A	B	POLE
		RUN LENGTH (FT.)	40	105	35
POWER	35	1/C - # 6			1
GROUND	70	1/C - # 6 BARE			2
SIGNAL CABLE	140	5/C # 12		1	1
LUMINAIRE	215	4/C # 12 (TRAY CABLE)	1	1	2
CONDUIT	8	4" PVC*			

* PVC IN POLE FOUNDATION (SEE MISCELLANEOUS DETAILS PHARR DISTRICT STANDARD SHEET 3 OF 4)

POLE LOCATIONS			
POLE NO.	DESCRIPTION	STA.	OFFSET
P1	34' STEEL POLE WITH LUM	37+64.01	40.48' LT
P2	34' STEEL POLE WITH FLASHER CONTROLLER, LUM, AND OVERHEAD ELECTRIC SERVICE	38+51.87	51.13' RT

NOTE: STATION NUMBERS ARE WITH REFERENCE TO THE CENTER LINE OF MILE 2 NORTH ROAD

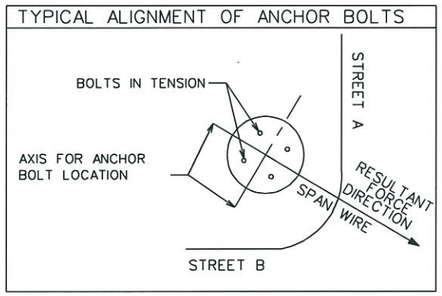
STEEL STRAIN POLES				
POLE NO.	QUANTITY	POLE DESIGNATION	FOUNDATION TYPE	FOUNDATION DEPTH
P1	1	SPL 34 D-100	36-B	15.2'
P2	1	SPL 34 D-100	36-B	15.2'
TOTALS	2			30.4'



LEGEND

- PROPOSED STRAIN POLE
- PROPOSED SPAN WIRE MOUNTED 12" FLASHING BEACON HEAD (1 WAY- 1 SECTION)
- PROPOSED SPAN WIRE MOUNTED 12" FLASHING BEACON HEAD (2 WAY- 1 SECTION)
- PROPOSED POLE MOUNTED CONTROLLER WITH ELECTRICAL SERVICE
- PROPOSED LUMINAIRE ARM
- FR FLASHING RED
- DIRECTION OF TRAFFIC FLOW

TYPICAL ALIGNMENT OF ANCHOR BOLTS



SCALE 1" = 40'

Elec. Service No.	Sheet No.	Electrical Service Description (see ED (4) & (5) - 03)	Service Conduit Size	Service Conductors No./Size	Safety Switch Amps	Main Ckt. Bkr. Pole/Amp	Two-Pole Contactor Amps	Panelbd/ Loadcenter Amp Rating	Circuit No.	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
FB2	MOOREFIELD	ELC SRV TY T 120/240 000 (NS)GS(L)TS(O)	1 1/4"	3/#6	N/A	N/A	N/A	100	F.B.	1P/20	12	<2.2
									LIGHT	2P/20	3	

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY C. SIMEONIDIS, P.E. 60919 ON MARCH 31, 2014

STATE OF TEXAS · C. SIMEONIDIS · 60919 · REGISTERED PROFESSIONAL ENGINEER

CITY OF MISSION

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Texas Department of Transportation

L&G Engineering
Texas Registered Engineering Firm F-4105
Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

ETSI
Ergonomic Transportation Solutions, Inc.
11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601 Fax (713) 956-9667
TBPE REG.NO. F-625

PROPOSED FLASHING BEACON LAYOUT MILE 2 NORTH ROAD AT MOOREFIELD ROAD

DN: RLM	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK DN: HCS	6	TEXAS					MILE 2
DW:	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK DW:	21	HIDALGO	0921	02	323		159
TR:							
CK TR:							

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DATE:
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I. GENERAL REQUIREMENTS FOR ALL ELECTRICAL WORK

The location of all conductors, conduits, junction boxes, ground boxes, and electrical services is diagrammatic only and may be shifted by the Engineer to accommodate local conditions.

Materials shall be new and unused. Materials and installation shall comply with the applicable provisions of the National Electrical Code (NEC), National Electrical Manufacturers Association (NEMA) standards, and shall be Underwriters Laboratories (UL) Listed unless otherwise shown on the plans or specifications or approved by the Engineer in writing. Faulty fabrication or poor workmanship in any material, equipment, or installation shall be justification for rejection. When reference is made to UL, it can be considered to mean a Nationally Recognized Independent Testing Lab (NRTL). Comparable standards of Canadian Standard Association, Electrical Testing Laboratories or Factory Mutual can be equal to the referenced UL standard. Where reference is made to NEMA listed devices, IEC listed devices shall not be considered to be an acceptable equal to a NEMA listed device. Acceptable devices may have both a NEMA and IEC listing.

With the exception of high strength bolts, miscellaneous nuts, bolts and hardware may be stainless steel when plans specify galvanized, provided that bolts are 1/2 inch or less in diameter. The Contractor shall provide the following electrical test instruments as required by the Engineer to confirm compliance with the contract and the NEC. Those test instruments are voltmeter, amp probe, megger (1000 volt DC) and torque wrenches. All meters shall have been properly calibrated within one year. Calibration certification shall be provided to the Engineer upon request. Calibration certification tag shall also be applied to the meter. The Contractor shall operate meters during inspection as requested by the Engineer. Grounding shall be as shown on the plans and in accordance with the NEC. Metallic conduit, light poles, luminaires on bridge structures, and all metal enclosures shall be bonded to the system-grounding conductor. The ground rod in each ground box or junction box at the bridge ends, and in each ground box installed for underpass lighting will also be bonded to the system grounding conductor. The grounding conductor shall be bare or, if insulated, shall be green. Ground rods, connectors, and bonding jumpers will not be paid for separately, but will be subsidiary to the various bid items.

SUBMITTALS:

The contractor shall submit for approval six (6) copies of catalog cut sheets for each of the following three (3) categories.
Category 1. Electrical services including photocell.
Catagory 2. Breakaway disconnects, heat shrink tubing, heat shrink filler tape, GelCaps and ground boxes which will include loading capacity certification.
Category 3. Highmast assembly kits, when applicable. See Item 614 "Highmast Illumination Assemblies". Submittals shall be legible and shall be marked to indicate which product on a cut sheet is to be supplied. Where manufacturers provide warranties and guarantees as a customary trade practice, the Contractor shall furnish to the State such warranties and guarantees.
Any deviation from plans or specifications, including deviations due to plan error should be prominently displayed on the submittal. Any changes not prominently noted in submittal and incorporated into the work without proper authorization will constitute grounds for rejection of that portion of the work.

II. CONDUIT

A. MATERIALS

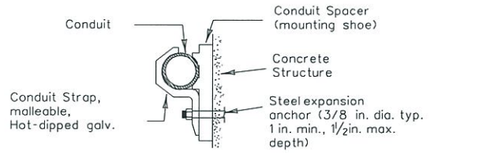
1. Conduit and fittings shall be UL Listed for the intended use shown on plan sheets.
2. Conduit shall be the type shown by descriptive code or shown elsewhere on the plans. Substitution of the various types of conduits will not be permitted. All flexible conduit in rigid metallic conduit (RMC) systems shall be Liquidtight Flexible Metal (LFMC) conduit. All flexible conduit in PVC systems shall be Liquidtight Flexible Non-metallic conduit (LFNC).
3. All exposed conduits shall be RMC, unless otherwise specifically shown on the plans. All metal conduit shall be properly grounded.
4. Couplings, connectors, conduit bodies, grounding bushings, and offset nipples for RMC shall be electro-zinc plated steel or hot dipped galvanized malleable iron, threaded or threadless compression type, rain-tight and shall be UL listed for the intended use.
5. Expansion joints for metal conduit shall be provided with an internal or external bonding jumper and shall be UL listed.
6. Unless otherwise shown on the plans, junction box minimum sizes shall be in accordance with the following table which applies to the greatest number of conductors entering the box through one conduit with no more than four conduits per box. When a mixture of conductor sizes are present, the conductors shall be counted as if all are of the larger size. Situations not applicable to the table shall be sized in accordance with NEC 370-28.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

7. RMC system junction boxes equal to or smaller, in any dimension, than 12 x 12 x 6 (HxWxD), surface mounted and containing conductors #8 or larger, shall be hot dipped galvanized cast iron with minimum wall thickness of 3/16 inch, shall have external mounting lugs, and shall be UL listed Crouse-Hinds Type WAB, OZ/Gedney Type YS or approved equal. Unless otherwise shown elsewhere on the plans, RMC system junction boxes larger than the aforementioned boxes but equal to or smaller, in any dimension, than 18 x 18 x 6 (HxWxD) shall be 14-ga. stainless steel; RMC system junction boxes larger than 18 x 18 x 6 (HxWxD) shall be 12-ga. stainless steel. All metal junction boxes shall be equipped with a threaded hole or lug for grounding. Stainless steel boxes 12 x 12 x 6 and larger need not be UL Listed but shall meet the other requirements of the NEC and shall have ribs, stiffeners, or thicker metal and shall have external mounting feet. Junction boxes with an internal volume of more than 100 cu. in. may be supported by connection of two or more rigid metal conduits, where specifically shown on the plans or where approved by the Engineer.
8. Junction boxes containing only #10 or #12 AWG conductors shall be Crouse Hinds Type GRFX, Appleton Type JBOX, two-gang FD, or similar approved cast iron box. Boxes shall be sized according to NEC Table 370-16(a).
9. IMC and EMT conduit shall not be used unless specifically required by the plan layout sheets. Junction boxes in EMT conduit systems shall be made from galvanized sheeting and shall be UL listed and approved for outdoor use, unless otherwise noted on the plans. Sheet metal junction boxes shall be sized in accordance with the NEC. Junction boxes for IMC conduit systems shall meet the requirements of boxes used with RMC systems.
10. Junction boxes in PVC conduit systems shall be PVC, intended for outdoor use, unless otherwise noted on the plans.
11. Elbows in PVC conduit systems one inch and larger shall be rigid metal, with the exception of traffic signal systems which may have PVC elbows instead of rigid. If any part of the rigid metal elbow is buried less than 18 inches underground the elbow and rigid metal extension shall be grounded. Grounding shall be accomplished by means of a grounding bushing installed on the extension. Unless specifically shown on the plans, rigid metal elbows containing, or entering ground boxes containing only communications conductors, loop detectors, or other low voltage power limited circuits need not be grounded unless a ground wire is present in the conduit or ground box. The rigid metal elbows located in concrete foundations may be extended with PVC conduit and need not be grounded provided that the end of the elbow nearest the end of the conduit run exiting the foundation is at least 2 inches below the concrete. RMC elbows will not be eliminated. RMC elbows will not be paid for directly, but will be subsidiary to various bid items.
12. High-Density Polyethylene (HDPE) conduit shall meet the requirements of Item 622, Duct Cable, except that the HDPE conduit, when bid under Item 618, Conduit, shall not contain factory installed conductors. Fittings for HDPE conduit shall be UL listed as an electrical conduit connector or shall be thermally fused using an electrically heated wound wire resistance welding method. HDPE conduit may be substituted for bored schedule 40 or schedule 80 PVC conduit. When such substitution is made, bored HDPE shall be schedule 40 of the size PVC being replaced. The HDPE conduit shall transition to PVC (or RMC elbow when required) at the bore pit. Size and schedule shall be as shown on the plans. Substituted conduit may not be extended to ground boxes or foundations; RMC elbows shall be installed at ground boxes and foundations. RMC elbows will not be eliminated.
13. All conduit support hardware including straps, nuts, bolts, screws, retaining anchors and washers shall be hot dipped galvanized or stainless steel. Strut type conduit straps shall be stainless steel or hot dipped galvanized. Strut type straps need not be made of malleable type material. Stamped-cadmium plated straps will not be allowed. Straps having only one mounting hole shall not be allowed for use on conduits 2 inches and larger with the exception of electrical service poles where stainless steel standoff straps will be allowed. Two piece conduit straps designed to be used with a mounting shoe shall be installed only with the correctly sized shoe.

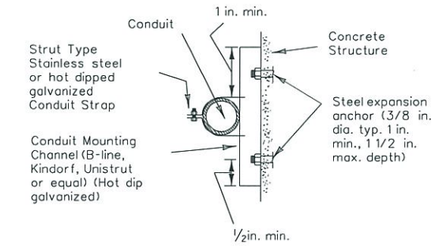
B. CONSTRUCTION METHODS

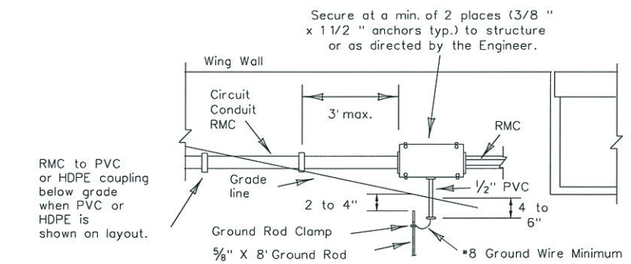
1. Conduit in structures shall have expansion fittings at structure expansion joints. All straight runs of RMC conduit exposed on structures such as bridges shall have expansion joints installed at maximum intervals of 150 feet. Expansion joints shall be installed so they allow for movement of the conduit. Installation of the joint in such a manner that will not allow for movement shall be repaired at no expense to the state. The method of determining the final setting length of the expansion joint shall be provided to the Engineer upon request.
2. Conduit supports shall be spaced at maximum intervals of 5 feet. Conduit spacers shall be used with metal conduit placed on surfaces of concrete structures (See conduit mounting options).
3. Conduit supports shall not be attached directly to prestressed concrete beams except as shown specifically in the plans and approved by the Engineer.
4. Unless otherwise shown on the plans, conduit placed beneath existing roadways, driveways, or sidewalks, or after the base or surfacing operation has begun, shall be accomplished by jacking or boring. The Contractor shall back fill and compact the bore pits to the bottom of the conduit prior to installing connecting conduit or duct cable to prevent bending of the connection.
5. Conduit trenched in the subgrade of new roadways shall be backfilled with excavated material, unless otherwise noted on the plans. Conduit trenched in the sub-base of new roadways shall be backfilled with cement-stabilized base.
6. Open ends of all conduit and raceways shall be fitted with temporary caps or plugs to prevent entry of dirt, debris and rodents during construction. The temporary cap may be constructed of duct tape, but in all cases shall be tightly fixed to the conduit and shall be durable. The contractor shall clean out the conduit and prove it clear in accordance with Standard Specifications Item 618.3 prior to installing any conductors.
7. Conduit entry into the top of enclosures such as safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes shall be made weatherproof using conduit sealing hubs, or threaded bosses.
8. A bonding jumper shall be installed from each grounding bushing to the nearest grounding rod, grounding lug, and/or equipment grounding conductor. All jumpers shall be the same size as equipment grounding conductor. Conduit used as casing under roadways for duct cable need not be grounded if duct extends full length through the casing. At electrical services, grounding electrode conductor shall be a solid Copper #6 AWG.
9. Metal junction boxes shall be bonded to the grounding conductor in accordance with the NEC.
10. Conduits entering ground boxes shall be placed so that the conduit ends shall be not less than 3 inches nor more than 6 inches from bottom of box (See ground box detail on sheet ED(3).
11. Conduit ends shall be sealed with heat shrink boots with waterproof sealant, urethane foam, or by other methods approved by the Engineer. Sealing shall be done after completion of any required pull tests. Duct tape shall not be used as a permanent conduit sealant. Silicone caulking shall not be used as a sealant.
12. All strut mounting material and hardware shall be hot-dip galvanized or shall be stainless steel. The cut ends of strut and non-galvanized rigid metal conduit threads shall be coated with a zinc rich paint (90% or more zinc content). Zinc rich paint may only be used to touch up galvanized material as allowed under item 445.6 galvanizing. The painting of non-galvanized material with a zinc rich paint shall not be considered as an approved alternative for galvanized materials.
13. All PVC conduit terminations shall be fitted with bushings or bell ends. All metal conduit terminations shall be fitted with a grounding type bushing.



CONDUIT MOUNTING OPTIONS

(Attachment to concrete surfaces)
(See para. II.B.2)

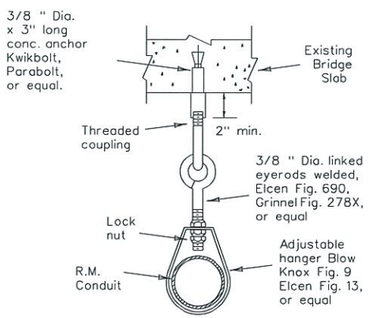




TYPICAL CONDUIT ENTRY TO BRIDGE STRUCTURE DETAIL

NOTES

1.) Ground rod clamp to be UL listed for direct burial.
2.) For conduit placed in structure, use flush-mounted box.
3.) Bond junction box and metal conduits to equipment grounding conductor and grounding electrode conductor using listed connector.
4.) Seal all conduits entering the junction box from underground.
5.) Install bell end or bushing on 1/2 " PVC conduit both ends.
6.) Ground rod to be driven within 8 inches of 1/2 inch PVC conduit end.



CONDUIT HANGER DETAIL

(Attachment to horizontal surfaces)
Hangers need not be UL listed for electrical use
ie: plumber pipe hangers are acceptable

5/03 Revision

⚠ Revised notes.

Texas Department of Transportation
Traffic Operations Division

ELECTRICAL DETAILS- CONDUIT

ED(1)-03

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REVISIONS	CONT	SECT	JOB	HIGHWAY
4-98	0921	02	323	MILE 2 RD
12-00	DIST	COUNTY		SHEET NO.
3-03	PHR	HIDALGO		160
5-03				

71A

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I. ELECTRICAL CONDUCTORS

A. MATERIALS

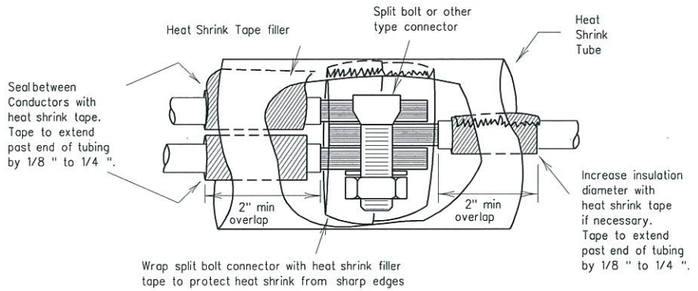
1. Insulated conductors shall be NEC Type XHHW. Insulated conductors shall be color coded in accordance with the NEC, articles 200, 250, and 310: i.e. Insulation of grounded conductors (neutrals) shall be white. Grounding conductors (ground wires) shall be bare or insulation shall be green.Insulation of ungrounded conductors (hots) shall be any color except green, white, or gray. Identification of conductors #6 American Wire Guage (AWG) and smaller shall be by continuous jacket color. Color coding of electrical conductors #4 AWG and larger shall be either by continuous color jacket or by colored tape. Colored tape marker shall consist of a half-lap of tape covering a 6-inch length of conductor.
2. Where two or more circuits are present in one conduit or enclosure, the conductors of each circuit shall be identified by a permanent non-metallic tag at each accessible location. The tag shall be fastened to the conductors by two plastic straps. Each tag shall indicate circuit number, letter, or other identification shown in the plans.
3. Grounding electrode conductor #6 AWG for bonding to ground rod at electrical service, shall be solid. Connection of conductor to ground rod shall be made using UL Listed connectors designed for such purposes.
4. Heat Shrink Tape filler shall be used to seal the ends of heat shrink tubing around two or more conductors that are insulated with heat shrink tubing. Tape material shall have a minimum dielectric strength of 225 volts per mil and shall be cross-linked butyl rubber. Tape shall be supplied in rolls and shall have a backing (release paper) to prevent the tape from sticking to itself.
5. Heat shrink tubing shall be heavy wall, UL listed for 600 volts or greater and shall have factory applied internal sealant.
6. GelCaps shall be UL listed for 600-volt applications. GelCap shall have see-through elastomer molded cover. Cover shall be filled with high dielectric insulating gel silicone sealant to provide waterseal. Cover shall be held in place by snap-lock, molded clamp made of UV stable polypropylene.
7. Splicing materials, insulating materials, breakaway disconnects, GelCaps and fuse holders will not be paid for directly but shall be subsidiary to various bid items.

B. CONSTRUCTION METHODS

1. After conductors have been installed in conduit, a pull test shall be made on conductors. When any length of conductor cannot be freely pulled, the Contractor shall make any needed alterations or repairs at no expense to the State.
2. The Contractor shall perform insulation resistance tests in accordance with Item 620, "Electrical Conductors." The Contractor shall coordinate with the Engineer to witness the tests.
3. A sufficient length of conductor for making up connections shall be left in ground boxes (2 feet minimum, 3 feet maximum, to point of splice, 3 feet minimum, 4 feet maximum, when conductor is pulled through with no splice), enclosures, weatherheads and pole bases (1 foot minimum, 1.5 feet maximum).
4. Splices shall be made only in junction boxes, ground boxes, pole bases, or electrical enclosures and shall be made with listed compression or screw type pressure connectors, terminal blocks, bolted lugs, or split bolt connectors. Splices shall be insulated with heavy wall heat shrink tubing or GelCaps and shall be made so as to provide a watertight splice. Heat shrink sleeve shall overlap conductor insulation a minimum of 2 inches on both sides of the splice. Where heat shrink tubing may not shrink sufficiently to provide a watertight seal around the individual conductors, prior to heating the tubing, the Contractor shall increase the diameter of the conductors insulation using heat shrink filler tape to provide a watertight seal between the individual conductors and the heat shrink tubing. Tape shall be visible after completion of all splices. Where filler tape is used but not visible, the Engineer shall approve each individual splice by conducting a physical inspection of each splice. When it appears the tubing has been burned, or overheated the tubing shall be considered to be defective and shall be replaced.
5. GelCaps when used in place of heat shrink method of splicing, shall be sized and installed according to manufacturer's specifications. (Raychem GelCap and GelCap SL or equal.)
6. Wire nuts may be used for #8 AWG or smaller conductors in above-ground junction boxes, but not in pole bases or ground boxes. Wire nuts shall be positioned upright to prevent the accumulation of water. Wire nuts used at these locations shall have factory applied waterproof sealant.
7. Conductors in illumination poles shall be supported by a J-hook in the top of the pole.
8. All conductors bid under Item 620 "Electrical Conductors" shall have breakaway electrical disconnects installed anytime conductors pass through a break-away support device.
9. For terminating the conductors, insulation-jacketing material shall be removed in such a manner as to not nick any of the individual strands of the conductor. When individual conductor strands are removed, the conductor shall be considered to be damaged.
10. When a conductor or cable has been damaged, or fails to pass an insulation resistance test, the conductor shall be replaced.
11. Duct tape, black electrical tape, or wire nuts shall not be used in the repair of a damaged conductor.
12. For terminations, no more than one wire may be installed under a single pressure connector, unless the device is listed for more than one wire.
13. Conductors connected to break-away in line fuse holders must be installed in accordance with the specific manufacturer's installation instructions. Where threaded connections are made, they shall be properly torqued. Where crimp type connections are made, crimps shall be made using properly sized crimping pliers. Proper conductor terminations are critical to the safe operation of break-away devices.
14. Waterproofing boots shall be properly trimmed to fit snugly around the conductor so as to provide a water proof connection. No more than one wire may enter a single opening in any one boot. Water proofing boots must provide the correct number of openings. Where only one wire is to be connected to a boot, the boot may not be a two wire type.

SPLICE OPTION 3

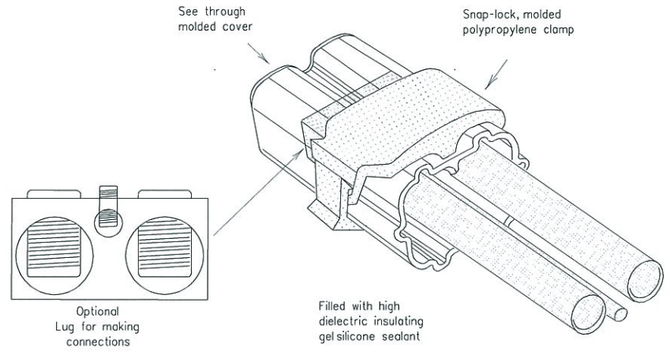
SPLIT BOLT



SPLICE OPTION 4

GELCAP

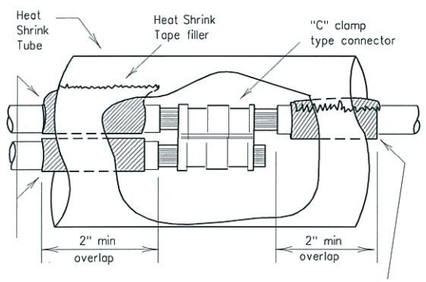
GelCap shall be sized and installed according to manufacturers specifications



15. All conduits that contain circuit wiring of 50 volts or more shall contain an equipment grounding conductor (EGC). Conduit for traffic signals shall have an EGC, with a minimum size of #8 AWG stranded. Unless otherwise shown on the plans, the EGC for all other conduits shall be the same AWG size as the largest current carrying conductor contained in that conduit. The EGC shall be paid for item 620-Electrical Conductors.

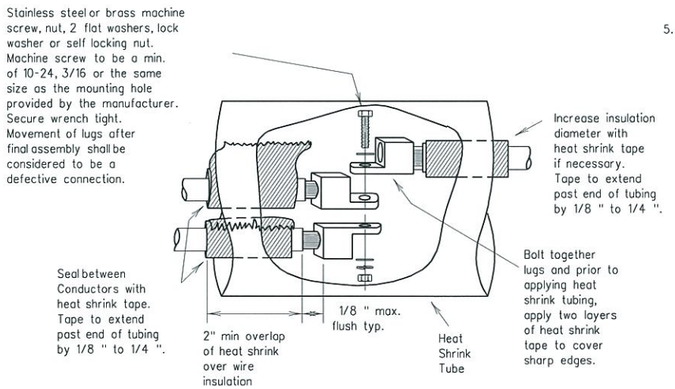
C. TEMPORARY WIRING

1. Temporary conductors and electrical equipment to provide power for utilization equipment, shall be installed in accordance with the NEC article 305. All temporary wiring materials and methods shall comply with the standard sheets. All power outlets for portable electrical equipment, power tools, ice machines, ice storage bins and refrigerators located outdoors at grade, supplied from a utility power source, shall be provided with a ground fault circuit interrupter.
2. Residual current protective devices (GFCI) may be any one of the following: molded cord and plug set, receptacle, or circuit breaker type.
3. Where wire nuts are approved for temporary wiring, they shall be of the self-sealing type.
4. All conductor splices must be contained within a listed enclosure, ground box or the splices will be more than ten feet above grade vertically and more than five feet horizontally from any metal structure. Where temporary conductors are installed in any area that is likely to be subjected to vehicle traffic, or mobile construction equipment, the vertical clearance to ground shall be at least 18 feet when measured at the lowest point. Where power conductors are to be supported by a span wire, the span wire shall be properly grounded.
5. Existing conduit containing service conductors uncovered during the construction process shall be repaired in a timely manner in accordance with the NEC. Existing non-metallic conduit exposed during construction shall not be left exposed above grade, or with less than eighteen inches of cover, without protective methods approved by the Engineer.



SPLICE OPTION 1

C-CLAMP



SPLICE OPTION 2

BOLTED WIRE LUGS

Texas Department of Transportation
Traffic Operations Division

ELECTRICAL DETAILS-CONDUCTORS

ED(2)-03

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REVISIONS	CONT	SECT	JOB	HIGHWAY
10-93	0921	02	323	MILE 2 RD
4-98	DIST	COUNTY		SHEET NO.
12-00	PHR	HIDALGO		161
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ELECTRICAL SERVICES NOTES

All work, materials, services, and incidentals, whether or not specifically shown on the plans, which may be necessary for a complete and proper electrical service installation as specified in the plans to obtain electrical power shall be paid for, performed, furnished and installed by the Contractor. The Contractor shall contact the Utility for metering and shall comply with all Utility requirements.

Primary line extensions, connection charges, meter charges, and other charges by the Utility company to provide power to the location shown, when required, shall be paid for under force account work. The costs associated with these charges shall be approved by the Engineer prior to engaging the Utility company to do the work. The Contractor shall consult with the appropriate Utility to determine costs and requirements, and shall coordinate the Utility's work as approved by the Engineer. The Contractor shall be reimbursed only the amount billed by the Utility. No additional amount for supervision of the Utility's work will be paid.

Materials shall be new and unused, materials and installation shall comply with the applicable provisions of the National Electrical Code (NEC) and National Electrical Manufacturers Association (NEMA) standards and shall be Underwriters Laboratories (UL) Listed. Electrical Service conduits, conductors, disconnects, contactors, circuit breaker panel sizes, and branch circuit breakers, shall be as shown in the Electrical Service Data elsewhere in the plans. Faulty fabrication or poor workmanship in any material, equipment, or installation shall be justification for rejection.

The Contractor shall submit for approval no less than six (6) copies of catalog cut sheets on electrical service materials. Submittals shall be legible and shall be marked to indicate which product on a cut-sheet is to be supplied. Where manufacturers provide warranties and guarantees as a customary trade practice, Contractor shall furnish to the State such warranties or guarantees.

The Contractor shall provide locks keyed with Master #2195 for all lockable electrical enclosures. Keys and locks become property of the State. Unless otherwise approved by the Engineer, enclosures shall not be energized until locks are provided and all bolts are installed.

Circuit directories, where provided, shall be filled out. All breakers and components in shop built panels and enclosures shall be labeled with duo-colored plastic labels. Letters shall be a minimum 3/8 " in height.

Enclosures with external disconnects that de-energize all equipment inside the enclosure, need not have dead front trim, except that incoming line terminations shall be protected from incidental contact.

When galvanized is specified for nuts, screws, bolts or miscellaneous hardware, stainless steel may be used. All wiring and components shall be rated for 75 degrees C. Minimum size for service entrance conductors shall be #6 XHHW.

I. Safety Switch. A safety switch, placed ahead of the meter, shall only be used when specified by the Utility and when shown on the Electrical Service Data. The switch shall be UL Listed, heavy duty type, 600 volt, unfused, with a UL type 3R enclosure and equipped with a solid neutral (s/n) assembly. The switch shall be padlockable in the "on" position.

II. Service Type. Electrical service types A, C, D, and T shall be as schematically detailed on ED(4) or ED(5). Other service types shall be as detailed elsewhere on the plans.

III. Branch Circuit Breakers. Circuit breakers shall be thermal magnetic and have a minimum interrupting capacity of 10,000 amps and a voltage rating compatible with their use. Circuit breakers shall be sized as shown in the electrical service data. Circuit breakers in panelboards and load centers shall be full size and designed exclusively for the panelboard or load center in use. Tandem and half-width breakers shall not be used. All circuit breakers shall be permanently and clearly marked identifying the circuit or device supplied. Circuit breakers shall be UL Listed to UL489.

IV. Circuit Breaker Panelboard. Panelboards shall be UL Listed. Panelboards shall have copper busses, a minimum of 6 one-pole spaces or as required in the electrical service data, and when required will be rated for service equipment. Enclosure shall meet or exceed UL type 3R classification. Panelboards shall have a threaded hub conduit entry for conduit entering the top of the enclosure. Circuit breakers shall be bolt-in type only.

V. Circuit Breaker Load Center. Load centers shall be UL Listed.
Load centers for type T services may have copper or aluminum busses, all other load centers will be copper bus only. Load center will have a minimum of 4 one-pole spaces, and shall be rated for service equipment. Enclosure shall meet UL type 3R classification. Load centers shall have a threaded hub conduit entry for conduit entering the top of the enclosure. Circuit breakers shall be plug-in type only. Load centers for type T services shall accomodate a maximum of 6 one-pole breakers.

VI. Separate or Auxiliary Enclosure. Separate enclosures for HOA, photocell and lighting contactors for types D & T Services shall be a UL Listed assembly with outer door. Interior shall have dead front trim. HOA switch operator shall extend through the dead front trim. Photocell shall be mounted inside the enclosure as described in paragraph XIII when required by descriptive code. Separate enclosures shall meet the construction requirements of paragraph VIII. E, except that separate enclosure shall not have external operating handle, need not have a data pocket and door may latch at only one point. All equipment may be located in one enclosure instead of two, when approved by the Engineer.

VII. Where a Type D or T service is provided, laminated "as built" drawings are required as shown on ED(5) VIII E; shall be delivered before completion of the work, to the Engineer in lieu of placement within these smaller enclosures. Conduit may not enter the back wall of a service enclosure penetrating the equipment mounting panel. Provide grounding bushings on all metal conduits, terminate bonding jumper to grounding bus. Grounding bushing is not required when the end of the metal conduit is fitted with a conduit sealing hub or threaded boss such as a meter base.

EXPLANATION OF ELECTRICAL SERVICE DESCRIPTIVE CODE

ELEC SERV TY X (XXX/XXX) XXX (XX) XX (X) XX (X)

Example: ELEC SERV TY A(240/480)100(NS)SS(E)GC(O)

Schematic Type

Service Voltage (V / V)

Disconnect Amp Rating
(000 indicates main lug only)

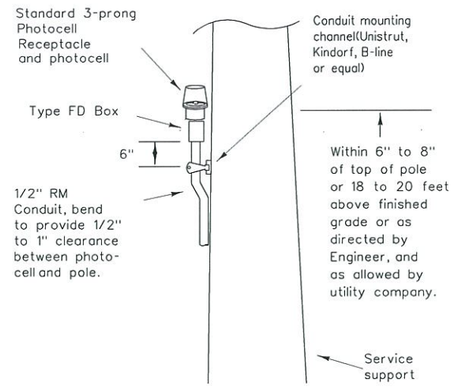
SS= Safety switch ahead of meter
NS= No switch ahead of meter and/or no meter required

Enclosure Type
GS= Galvanized steel (see ED(5)VIII,D)
SS= Stainless steel
AL= Aluminum

Photocell Mounting Location
T= Top of pole
E= Inside service/separate enclosure
L= Luminaire mounted
N= None

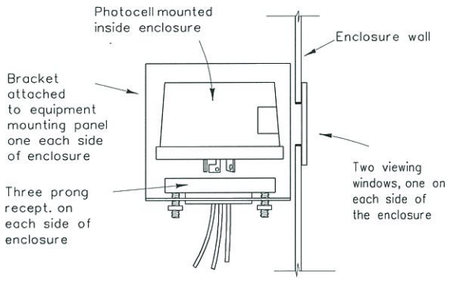
Service Support Type
GC= Granite concrete
OC= Other concrete
TP= Timber pole
SP= Steel pole
SF= Steel frame
OT= Pole by others or paid for separately
EX= Existing pole
TS= Switch gear to be placed on traffic signal pole
RT= Rectangular structural tubing
PS= Pedestal Service (see ED(5)VIII,G)

O= Overhead service
U= Underground service



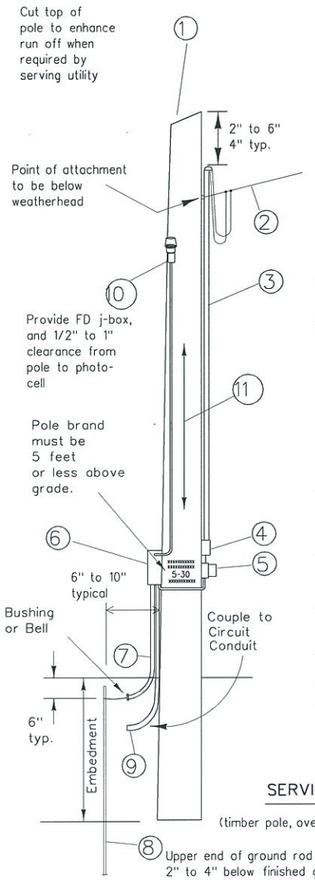
TOP MOUNTED PHOTOCELL

Conduit support spacing 3 feet from enclosure; 5 feet max.



ENCLOSURE MOUNTED PHOTOCELL

For photocell specifications see ED(5),XIII.



1 - Class 5 pole, height as required
2 - Service drop from utility company (attached below weatherhead)
3 - Service conduit and service entrance conductors(RMC) (See Electrical Service Data)
4 - Safety switch (when required)
5 - Meter (when required)
6 - Service enclosure
7 - No. 6 bare grounding electrode conductor in 1/2 " PVC to ground rod - extend 1/2 " PVC 6" underground.
8 - 5/8 " x 8' Copper clad ground rod - drive ground rod completely underground unless otherwise approved by the Engineer.
9 - RM conduit - same size as branch circuit conduit.
10 - Photocell and conduit - if top mounted. (See Electrical Service Data)
11 - When required by the serving utility provide bare #6 awg copper conductor. Run wire from pole top to butt wrap or copper butt plate. Protect conductor to a height of 8 ft above finish grade.

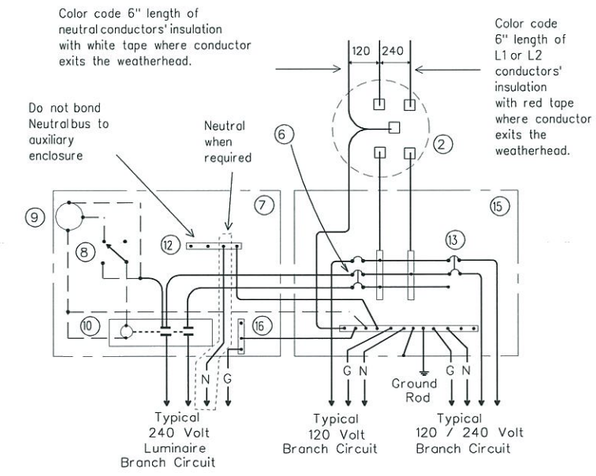
LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

(If applicable)

- Liquidtight flexible metal conduit, may be used when meter and service enclosure are mounted 90 to 180 degrees to each other. Size shall be same as service entrance conduit.
- LFMC shall not exceed 3 ft. and shall be securely supported within one ft. of each end. No strap required for LFMC shorter then 12"
- Each end of LFMC must have a grounding bushing or be terminated with a grounding fitting.
- A neutral conductor must be installed within the LFMC.
- Bend in liquidtight flexible metal conduit shall not exceed 180 degrees.
- A pull test is required on all installed conductors, at least six inches of free conductor movement shall be demonstrated to the satisfaction of the Engineer.

SERVICE SUPPORT TYPE TP (O)

(timber pole, overhead service, typical arrangement)



SCHEMATIC TYPE T
120/240 VOLTS - THREE WIRE

Install photocell and lighting contactor when shown on Electrical Service Data.

SCHEMATIC LEGEND

1 - omitted
2 - Meter (when required)
3 - Service Assembly Enclosure
4 - Main Disconnect Breaker (Not Used)
5 - Omit
6 - Circuit Breaker, 15 Amp typical for control circuit wiring
7 - Auxiliary Enclosure
8 - Control Station ("H-O-A" Switch)
9 - Photo Electric Control (enclosure-mounted shown)
10 - Lighting Contactor
11 - Power Distribution Terminal Blocks (Not Used)
12 - Neutral Bus required when 120 v. lights are controlled by lighting contactor
13 - Branch Circuit Breaker (See Electrical Service Data)
14 - Circuit Breaker Panelboard (Not Used)
15 - Load Center
16 - Ground Bus

——— Power Wiring
– – – – – Control Wiring
—N— Neutral Conductor (when required-to serve 120 v. loads only)
—G— Equipment grounding conductor-always required

TIMBER POLE NOTES

1. Conduit and electrical conductors attached to the electrical service pole and underground within 12 inches of service pole shall not be paid for directly but shall be subsidiary to the service pole.
2. Pole top mounted photocell, install on north side of pole or in service enclosure as required. See Electrical Service Data.
3. Attach meter and service equipment with stainless steel or galvanized channel (Unistrut, Kindorf, or equal). Gain pole as required to provide flat surfaces for each strut. Paint ends of galvanized channel with zinc rich paint. Gain depth 5/8" max. Gain height 1 7/8" max. Strut to be 1" max. deep, and 1 5/8" wide max. Secure each strut section to timber pole with two galvanized or SS lag bolts, 1/4" diameter min. by 1 1/2" length min. Place flat cut galvanized or SS washer on each lag bolt. Gain pole in a neat and workmanlike manner.
4. Embedment depth shall be as required in Item 627 Treated Timber Poles.
5. Poles trimmed for excess length shall be trimmed from the top end only.

Texas Department of Transportation
Traffic Operations Division

ELECTRICAL DETAILS- SERVICE SCHEMATICS AND SUPPORT-TYPE TP (OVERHEAD)

ED(4)-03

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REVISIONS
12-00
3-03

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		162

71D

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DATE:
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SERVICE ENCLOSURE NOTES

VIII. Service Assembly Enclosures. All service assemblies and enclosures shall be UL Listed for the intended purpose.

A. Shop built or shop assembled service assemblies (all types except Type T and Type D without lighting contactor or enclosure mounted photo cell) and all auxiliary equipment enclosures mounted with service equipment and paid for as part of Item 628, "Electrical Services", shall be built or assembled by a UL Listed Industrial Control Panel shop and shall have a unique serial numbered UL Label with the words "LISTED ENCLOSED INDUSTRIAL CONTROL PANEL". The same or an additional label shall have the name, location, and phone number of the shop, the UL file number of the shop, the shop order or drawing number, date of manufacture or assembly, and the line voltage. The service assembly enclosure shall also be labeled "SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT".

B. Conduit entries into the top of enclosures shall have threaded hub. Conduit entries through the equipment mounting back plate will not be allowed.

C. All service enclosure front doors shall be permanently labeled "DANGER HIGH VOLTAGE". Label shall be a self sticking type, intended for outdoor installation. Lettering style, layout and colors of red, black and white shall be as required by OSHA. Label letters shall be 1 to 1 1/2 inches high or as high as the enclosure door width will permit for smaller services. Separate or auxiliary lighting enclosures need not be OSHA labeled when mounted in the same viewing plane as the service enclosure front door. Where only one type of load is served by the service, the service door shall be marked using duo-colored plastic labels or self adhesive vinyl weather resistant labels, minimum of 1 inch high; applied in a neat and workmanlike manner. On the label will be the service number shown on the plans as well as identifying the load served specifically (i.e. lighting, landscaping, signals, traffic management or other wording as directed by the Engineer). Safety switches need not be OSHA labeled unless specifically required by the serving utility.

D. Type GS enclosures will only be allowed for service Types D and T without an enclosure mounted photocell and/or lighting contactor and the Type C panelboard. This spec will allow an "off the shelf" product meeting these specifications to be used. Type GS enclosures shall be made from pre-galvanized steel sheeting, hot dipped galvanized steel, or powder coat painted steel unless shown differently on the plans. Steel enclosures shall be painted inside and outside; galvanized enclosures may be painted. Unless otherwise approved by the Engineer, painted enclosures shall be gray, beige, white or light green. Panelboard/loadcenter enclosures shall meet UL type 3R requirements, shall have a dead front trim, and an outer padlockable door preventing unauthorized persons from operating contained equipment. Galvanized steel is no longer allowed for Types A,C,or custom-built D or T enclosures. If GS is shown in the descriptive code for any of these, an AL shall be provided.

E. Type AL enclosures for service Types A and C shall meet UL type 3R requirements and shall also meet additional requirements of this paragraph. The enclosure shall have both a main disconnect remote operator handle and a door latch handle. Die-cast handles are not acceptable. The main disconnect remote operator shall be flange-mounted, shall interlock the door when in the "on" position, and shall be padlockable in both the "on" or "off" positions. Door latch shall latch at two or more points, operate by a handle separate from disconnect switch and be capable of being locked. Door closure clamps will not be allowed. Lock must be keyed to Master #2195. All the enclosures shall have either a continuous stainless steel piano hinge with stainless steel pin or enclosures less than 30 inches may have two heavy duty hinges, those over 30 inches must have three. Heavy duty two and three point hinges shall have a 0.185 inch minimum diameter electro-zinc plated steel pin or a stainless steel pin. Two point hinged doors shall be rated for 56 lbs of loading. Three point hinged doors shall be rated for 70 lbs of loading. The door shall have an attached data packet constructed of either thermoplastic or metal. Pocket shall be 12" x 12", unless that size will not fit in enclosure. The pocket shall then be as large as possible, as approved by the Engineer, and mechanically attached with stainless steel nuts and bolts, or stainless steel or aluminum rivets. Enclosure shall include an equipment mounting panel installed inside the enclosure on collar studs or tapped bosses, and constructed of a minimum 12 guage galvanized steel. Equipment mounting panels shall not be painted. Enclosure shall have factory installed external mounting feet. Enclosure door shall be capable of opening at least 130 degrees, with arm or other approved means to hold the door open. Only the enclosure exterior will be primed and painted. Paint color shall be beige or gray and shall be powder coat paint as shown below. Condensation drainage shall be provided in the bottom of the enclosure before leaving the factory. The Contractor shall prepare and submit a schematic drawing unique to an individual service. The approved drawing shall be laminated and placed in the document pocket of the service at the time of shipment to the job site. All applicable wiring diagrams and plan sheet layouts for all equipment and branch breaker circuits supplied by that service shall also be laminated and placed in the document pocket prior to shipping. Type AL enclosures for Type D and T services with enclosure mounted photocell and/or lighting contactor shall have the loadcenter interior mounted in an enclosure with properly adapted dead front trim. Types D and T shall not have a loadcenter exterior "can" mounted inside another enclosure meeting these specifications. (Do not put one enclosure inside another enclosure). Types D and T with enclosure mounted photocell and/or lighting contactor shall meet the additional requirements of this paragraph except that remote-operating handle will not be provided.

F. Type SS enclosures for Type A and C shall meet all the requirements above for their respective type AL. Type SS enclosures for D and T shall meet all the requirements above for their respective type AL. Stainless Steel shall not be painted.

G. PS enclosure shall be as detailed and specified on ED(8). Galvanized steel will not be allowed for any pedestal service. If GS is shown in the descriptive code an AL will be provided.

IX. Powder Coat Paint. Powder coating shall be either a polyester thermosetting resin, a zinc rich primer with a TGIC (triglycidyl isocyanurate) powder overcoating, or a zinc-rich epoxy powder, applied by either electrostatic spray or fluidized bed immersion, high temperature oven cured, high density, low gloss, 4 mil thick (minimum), coating. Adhesion shall meet the 5A or 5B classifications of ASTM D3359. Finish shall be uniform in appearance and free of scratches.

X. Main Disconnect. Main disconnect device shall be a circuit breaker, as specified in the Electrical Service Data, shall be two or three pole, and rated for the voltage and amperage specified. Circuit breaker shall be an UL Listed thermal-magnetic circuit breaker controlled by flange-mounted remote operator in the service assembly enclosure when required. Circuit breakers shall have a minimum interrupting rating of 10,000 Amps. When the utility company provides a transformer larger than 50 KVA, Contractor shall verify that the available fault current is less than the circuit breaker amps interrupting capacity (AIC) rating and shall provide documentation from the Utility to the Engineer. Documentation shall be submitted at the same time as other electrical submittals. Circuit breaker shall be UL Listed to UL489. No backfed breakers will be allowed for use as a main disconnect.

XI. Control Circuit. Control circuit protection shall be 15 amp circuit breaker.

XII. Control Station ("H-O-A" Switch). Control station shall be a maintained-contact, three position selector switch in an UL type enclosure. Switch shall be rated 600 volts and shall be fitted with "Hand-Off-Auto" legend.

XIII. Photo Electric Control. Photo electric control shall consist of a photocell, internal lightning arrester, and relay or bimetallic switch mounted inside a weatherproof enclosure with standard 3-prong twist lock photocell plug and receptacle. The enclosure shall be made of poly-acrylic with clear acrylic window. Enclosure chassis shall be molded thermosetting plastic. The photocell shall have a polyethylene gasket, and shall have a hermetically sealed cadmium sulfide cell. The arrester shall have an enclosed type expulsion arrester rated 2.0 kV sparkover with 5,000 amps follow-through. Relay or switch shall be time delay type with normally closed contacts. Photo electric control shall be rated a minimum of 1800 VA, voltage as required. Enclosure mounted photocells shall be the same as above except that the photocell shall be mounted inside the enclosure. The enclosure shall have two acrylic paned windows, or other material approved by the Engineer, one on each side of the enclosure. Each window shall be rectangular approximately one inch by two inches, round 2 inch diameter, or as otherwise approved by the Engineer. Bracket and photocell's receptacle will be mounted inside enclosure next to each window. Except for window side, 2" of clearance is required on all sides of photocell for ease of replacement. The photocell's receptacle is held in place by two mounting screws on bracket and located next to each window of the enclosure. The 3-prong twist lock photocell shall be mounted in a position to receive light from the window closest to the photocell. The photocell shall be mounted in a position to receive light from one window. Top of pole mounted photocells shall be mounted as shown on ED(4). The Contractor shall be responsible for proper operation of the photo-electric control. The Contractor shall move and/or adjust or shield the photocell from stray or ambient nighttime light or shall make any other adjustments required for proper operation. The photocell shall face North when practicable. Unless otherwise shown on the plans, the photocell shall turn on the illumination system at 1.0 +(-) 0.5 footcandle and turn off the illumination system at two footcandles higher than turn on.

XIV. Lighting Contactor. Lighting contactor shall be a UL Listed NEMA rated lighting contactor, two-pole or multipole as required, electrically held type designed to control high pressure sodium lighting loads, with silver alloy double break contacts rated at 240 volts, 480 volts or 600 volts as required. Lighting contactor shall not be the DIN rail mounted type.

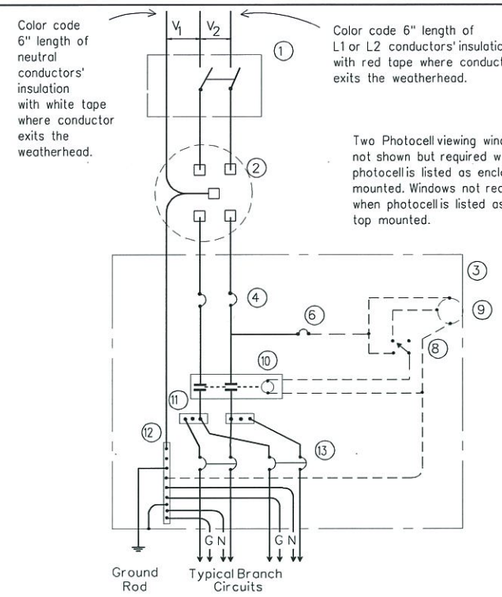
XV. Power Distribution Terminal Blocks. Power distribution terminal blocks shall be rated for 600 volts and shall be used for line side connections to branch circuit breakers where more than one circuit breaker is required. Lugs on blocks shall be properly sized for conductors being used. Only one conductor shall be placed under each lug.

XVI. Neutral/Ground Bus. Neutral/ground bus shall be a factory made bus permanently bonded to the enclosure with properly sized lugs for grounding and neutral conductors.

SCHEMATIC LEGEND

1 - Safety Switch (when required)
2 - Meter (when required)
3 - Service Assembly Enclosure
4 - Main Disconnect Breaker (See Electrical Service Data)
5 - Omit
6 - Circuit Breaker, 15Amp
7 - Auxiliary Enclosure
8 - Control Station ("H-O-A" Switch)
9 - Photo Electric Control (enclosure-mounted shown)
10 - Lighting Contactor
11 - Power Distribution Terminal Blocks
12 - Neutral/Ground Bus
13 - Branch Circuit Breaker (See Electrical Service Data)
14 - Circuit Breaker Panelboard (See Electrical Service Data)
(If Type C is shown as AL or SS on descriptive code, this is the service assembly enclosure only. Panelboard enclosure is GS unless otherwise noted.
15 - Load Center

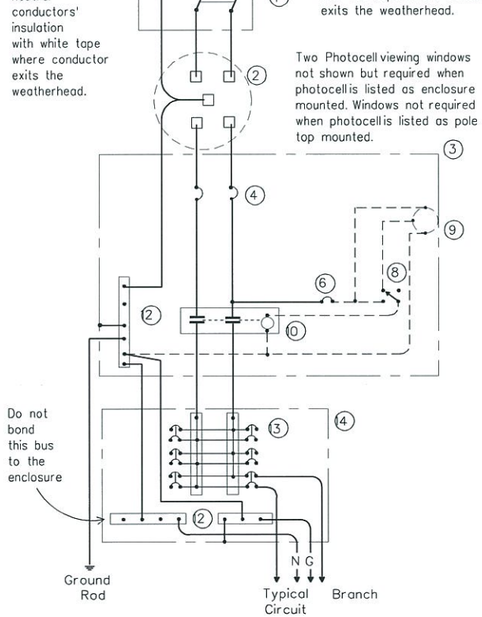
Power Wiring ————
Control Wiring — — —
Neutral Conductor N (when required) serve 120 v. loads only)
Equipment Grounding conductor-always required



SCHEMATIC TYPE A

THREE WIRE

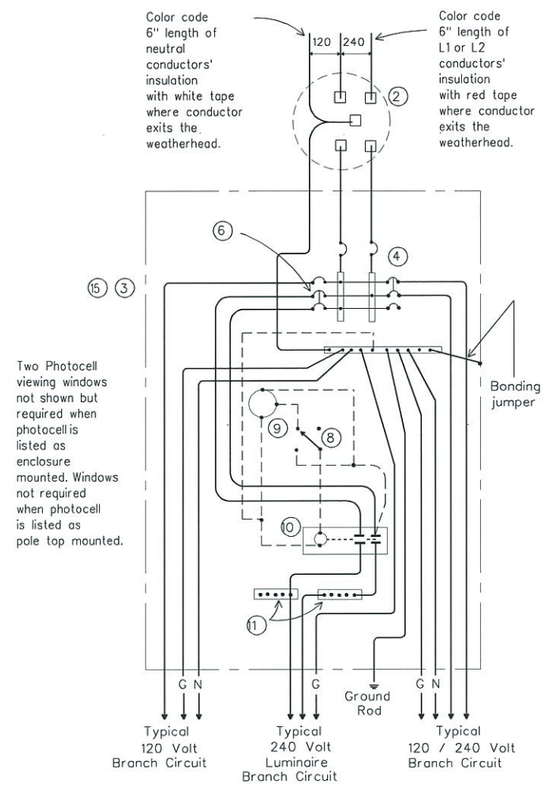
Maximum feeder circuit size (High Mast Poles): 100 amps for two pole 480V, 125 amps for one or two pole 120V or 240V. Maximum branch circuit size: 50 amps.



SCHEMATIC TYPE C

THREE WIRE

Maximum feeder circuit size (High Mast Poles): 100 amps for two pole 480V, 125 amps for one or two pole 120V or 240V. Maximum branch circuit size: 50 amps.



SCHEMATIC TYPE D

120/240 VOLTS - THREE WIRE

Install photocell and lighting contactor when shown on Electrical Service Data. See Type D service notes.

TYPE D SERVICE NOTES

Photocell and lighting contactor shall be located either in the same UL type 3R enclosure with load center or, if approved by Engineer, in separate enclosure. There shall be a window on each side of enclosure to allow operation of photocell. Both photocell contactor and breaker area shall have dead front trim. Enclosure, except for RT and PS supports, shall not exceed 36 inches in height or 16 inches in width unless approved by the Engineer. Ty D load center with lighting controls or TY D separate lighting control enclosure shall have power distribution blocks for a minimum of 4, #8 conductors per phase.

Texas Department of Transportation
Traffic Operations Division

ELECTRICAL DETAILS- SERVICE ENCLOSURE & NOTES

ED(5)-03

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REVISIONS
12-00
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CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		163

71E

II. GROUND RODS

A. MATERIALS

1. All ground rods installed at electrical services, including supplemental lightning protection ground rods specified by the plans in other locations such as pole bases, shall be copper clad and UL listed. Rods shall be a minimum diameter of 5/8 inch. The length shall be a minimum of 8 feet. Larger diameter or longer length rods may be called for in some specific locations, see the individual plans sheets.
2. Ground rod clamps shall be listed to be in direct contact with the soil. Where concrete encasement is required, the clamp shall be listed for concrete encasement.

B. CONSTRUCTION METHODS

1. Ground rods installed in locations such as pole bases, to provide supplemental lightning protection need not be totally in contact with the soil. Where called for in the plans, rods may be encased in soil or concrete or any combination of soil and concrete. When concrete encased, the connection of the conductor to the rod shall be readily accessible for inspection or repairs. When driven into the soil the upper end shall be between 2 to 4 inches below finished grade. Ground rods shall not be placed in the same drilled hole as a timber pole.
2. Ground rods shall be installed such that the end imprinted with the rod's part number is installed as being the upper end.
3. Non-conductive coatings such as concrete splatter shall be removed from the rod at the clamp location.
4. Routing of lightning protection ground rod wires shall be run as short and straight as possible. Where bends are required they shall have a minimum radius of four inches.
5. Unless specifically called for by the plans, conduits used for ground rod wires shall be non-metallic. Where metal conduits are specified, a grounding bushing and properly sized bonding jumper shall be provided and properly installed on each end.
6. Where rocky soil or a solid rock bottom is encountered when driving a ground rod and the horizontal trench placement method is the only viable solution, written authorization from the Engineer must be obtained.

III. GROUND BOX

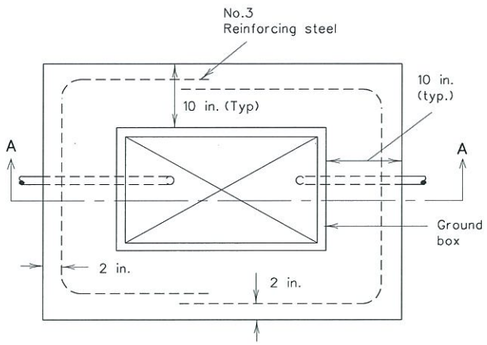
A. MATERIALS

1. Ground boxes 16x30x24 inches (WxLxD) or smaller shall be polymer concrete of the type required by the descriptive code shown elsewhere. Larger ground boxes shall be as shown elsewhere in the plans.
2. All ground boxes and covers shall be permanently marked either by impress or by permanent ink, with manufacturer's model number and manufacturer's name or logo.
3. Covers shall be bolted down, and bolt holes in the box shall be arranged to drain dirt.
4. Ground box Types A, B, C, D & E shall meet the following requirements:
   a. Ground boxes and covers be manufactured from polymer concrete reinforced with continuous strands of woven or stitched borosilicate fiberglass cloth. The polymer concrete shall be made from catalyzed polyester resin, sand and aggregate, and shall have a minimum compressive strength of 11,000 psi. Polymer concrete containing chopped fiberglass or fiberglass reinforced plastic is not acceptable.
   b. Minimum inside dimensions shall be as follows (width x length x depth):
      Type A shall be 11.5 inches x 21 inches x 10 inches, (122311)
      Type B shall be 11.5 inches x 21 inches x 20 inches, (122322)
      Type C shall be 15.25 inches x 28.25 inches x 10 inches, (162911)
      Type D shall be 15.25 inches x 28.25 inches x 20 inches, (162922)
      Type E shall be 11.5 inches x 21 inches x 16 inches, (122317)
   c. Bottom edge of box or extension shall be footed with a minimum 1 1/4 inch flange.
   d. Ground boxes shall withstand 600 lbs. per sq. ft. applied over the entire sidewall with less than 1/4 inch deflection per foot length of box. Ground boxes and covers shall withstand a test loading of 20,000 lbs. over a 10 inch by 10 inch area centered on the cover with less than 1/2 inch deflection. Ground boxes and covers shall meet Western Underground Standards 3.6. Manufacturer shall supply certification by an independent laboratory or sealed by a Texas-Licensed Professional Engineer.
   e. Covers shall be 2 inch (nominal) thick polymer concrete. All hardware shall be stainless steel. Cover shall be secured with two 1/2 inch stainless steel bolts. Bolts shall be self-retaining and shall withstand a minimum of 70 ft-lbs. torque and shall have a minimum 750 lbs. straight pull out strength. Nuts shall be floating and shall provide a minimum of 1/2 inch movement from the center of the nut. Covers shall be skid resistant, minimum 0.5 coefficient of friction. Covers shall be interchangeable between manufacturers and shall conform to the dimensions shown herein. Unless otherwise approved by the Engineer, cover shall be legibly imprinted with the following words in minimum 1 inch letters:
      Ground Boxes containing wiring for traffic signals shall be labeled, Danger High Voltage Traffic Signal.
      Ground boxes containing wiring for illumination systems shall be labeled, Danger High Voltage Illumination.
      Ground boxes containing wiring for traffic management systems shall be labeled, Danger High Voltage Traffic Management.
      Ground boxes containing wiring for sign illumination systems shall be labeled, Danger High Voltage Sign Illumination.
      Ground boxes containing wiring for traffic signals that also contain illumination, powered by the signal electrical service, shall be labeled, Danger High Voltage Traffic Signal.

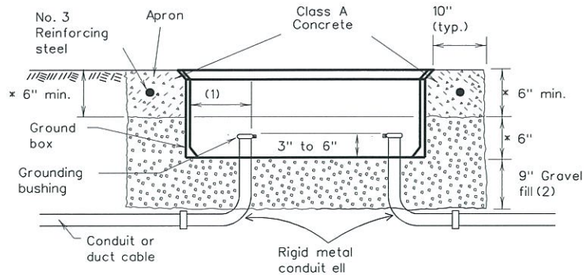
B. CONSTRUCTION METHODS

⚠1

1. Ground boxes shall be set on a 9 inch (minimum) bed of aggregate from 3/4 " up to 2" in size. Aggregate shall be in place prior to setting box and conduits shall be capped. Any gravel or dirt in conduit shall be removed.
2. When required by Item descriptive code, construction of an apron encasing a ground box including concrete and reinforcing steel shall not be paid for directly but shall be subsidiary to the ground box. Reinforcing steel may be field bent. Concrete for aprons shall be considered miscellaneous concrete for testing purposes. Aprons shall be cast in place.
3. Conduit holes may be cut in the walls of type B & D boxes at least 18 inches beneath the cover.
4. If, within the limits of this project, the Contractor must utilize an existing ground box equipped with a metal cover, the Contractor shall bond the cover to the grounding conductor with a 3 foot long flexible stranded jumper the same size as the grounding conductor. Connection of bonding jumper to metal ground cover shall not be paid for directly but shall be subsidiary to various bid items. The box(es) must be clearly shown on the plans with plan notes fully describing the work required.
5. If there are other ground boxes with metal Covers within the project limits but not involved in the contract, the Engineer may direct the Contractor to ground the covers, designating and identifying the specific boxes in writing. This work will be paid for separately.
6. Termination to metal ground box covers shall be made using a tank ground type lug.



PLAN VIEW

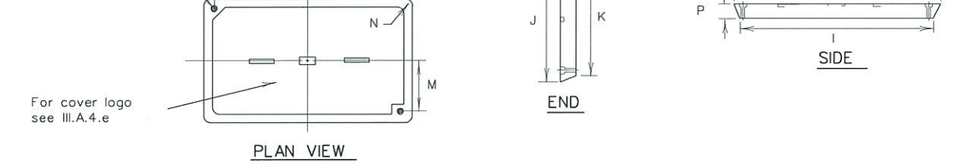


SECTION A - A

APRON FOR GROUND BOXES

(Where required)

(1) Final position of end of conduit shall not exceed one-half the distance to the side of box opposite the conduit entry.
(2) Place gravel "under" the box. not "in" the box. Gravel should not encroach on the interior volume of the box.
(3) Install bushing on the upper end of all ells.
(4) Where a ground rod is present in the ground box, connect it to any and all equipment grounding conductors using a listed connector.
(5) Maintain sufficient space between all conduits so as to allow for proper installation of bushings.
(6) All conduits shall be installed in a neat and workmanlike manner.
(7) All conduits installed in the ground box shall be sealed after completion of conductor installation and any required pull tests. Silicone shall not be used as sealant.



PLAN VIEW

GROUND BOX COVER

GROUND BOX COVER DIMENSIONS								
BOX	DIMENSIONS (INCHES)							
SIZE	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2

* = REVISED, PHARR DISTRICT

5/03 Revision
⚠1 Revised notes.

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
PHARR DISTRICT STANDARD

ELECTRICAL DETAILS- GROUND BOXES

ED(3)-03 (PHR)

© TxDOT January 1992	DN: KB	CK: JW	DW: DN	CK: GC	NEG NO.:

REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT			SHEET
4-98	PHR	6				164
12-00	COUNTY		CONTROL	SECTION	JOB	HIGHWAY
3-03	HIDALGO		0921	02	323	MILE 2 RD
5-03						71C

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DN:
CK:
DW:
CK:

LEVELS DISPLAYED 4/23/2014

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

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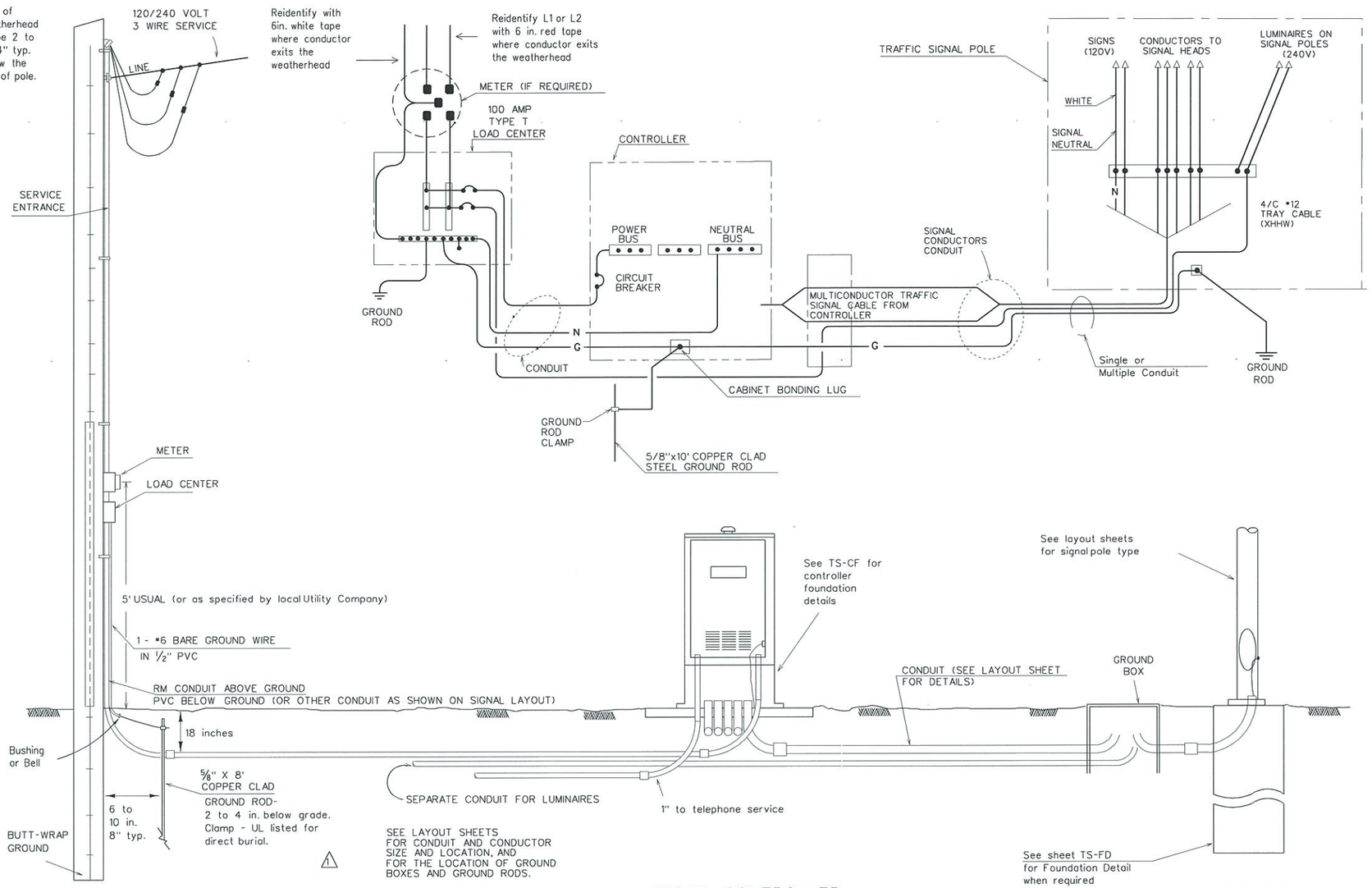
NOTES:

1. Luminaire conductors shall not be looped through controller cabinet.
2. Electrical system to include an equipment grounding conductor noted here as "G". All exposed metal parts are to be bonded to grounding conductor.
3. Photocell, when required, shall be mounted at top of pole or in enclosure as shown on ED(4) and ED(5) and as required by descriptive code.
4. Roadway lighting fixtures, when required, shall be in accordance with the material and construction methods of the Item, "Roadway Illumination Assemblies" except for the test period for proper operation of the luminaires. Installed roadway lighting luminaires and internally lighted street name signs shall be tested for proper operation as a part of the associated traffic signal system.
5. Internally lighted street name signs (ILSN), when required, shall be in accordance with the Item "Internally Lighted Street Name Signs". Because of the electrical isolation of ILSN hinges, a #12 green grounding conductor shall be run to the ILSN fixture.
6. Install ground rod at alternate location when directed by the Engineer. Maintain a minimum of 8 ft in contact with the earth.
7. Liquidtight flexible metal conduit (LFMC), may be used when meter and service enclosure are mounted 90 to 180 degrees to each other. LFMC shall be same size as service entrance conduit. LFMC shall not exceed 3 ft. and shall be securely supported within one foot of each end. No strap required for a LFMC shorter than 12". Each end of LFMC must have a grounding bushing or be terminated with a grounding fitting. A neutral conductor must be installed within the LFMC. Bend in liquidtight flexible metal conduit shall not exceed 180 degrees.
8. Minimum embedment depth as per Item 627 Treated Timber Poles.
9. Pole to be set plumb.
10. Back fill thoroughly tamped in 6 in. lifts. Place 6 inches additional backfill above grade around pole base to allow for settling, as per Item 627.
11. Excess pole length shall be trimmed from the top at a slope to aid water run off.
12. Gain pole two places for each meter, service, separate or auxiliary enclosure. See ED(4) for details.
13. All illumination and power conductors to be pull tested and megged. Do not meg traffic signal cable.
14. Enclosures are to be locked, and ground box covers are to be bolted before power is applied to the circuit.
15. Conduits entering top of enclosures to be fitted with conduit sealing hub or threaded boss, such as meter hub. Off-set nipple, when required, shall not be zinc-die-pressure cast. All metal conduits not connected to conduit sealing hub, or threaded boss must have a grounding bushing. Terminate bonding jumper to ground bus. All conduits entering enclosures shall be sealed. Silicone shall not be allowed.



ELECTRICAL SERVICE

(TYPE T TIMBER POLE SHOWN AS EXAMPLE, SEE ELECTRICAL DETAILS, LAYOUT SHEETS, AND ELECTRICAL SERVICE DATA SHEET FOR SERVICE REQUIRED AND FOR DETAILS.)

SIGNAL CONTROLLER

SIGNAL POLE

Unless shown elsewhere in the plans, electrical service data shall be as follows.

ELECTRICAL SERVICE DATA

ELECTRICAL SERVICE DESCRIPTION(SEE ED(4))	SERVICE CONDUIT SIZE (RMC)	SERVICE CONDUCTORS NO./SIZE	SAFETY SWITCH AMPS	MAIN DISCONNECT CKT. BRK. POLE/AMP	TWO-POLE CONTACTOR AMPS	PANELBD./ LOADCENTER AMP RATING (MIN)	CIRCUIT NO.	BRANCH CKT. BRK. POLE/AMPS	KVA LOAD
TY T (120/240)000(NS)GS(L)TS(O)	1 1/4	3/#6	N/A	None	N/A	100	T.S. Lighting	1P/50 2P/20	<5.5
TY T (120/240)000(NS)GS(L)TS(O)	1 1/4	3/#6	N/A	None	N/A	100	F.B. Lighting	1P/20 2P/20	<2.2

5/03 Revision

⚠1 Revised notes.

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
PHARR DISTRICT STANDARD

ELECTRICAL DETAILS- TYPICAL TRAFFIC SIGNAL SYSTEM DETAILS

ED(7)-03 (PHR)

©TxDOT January 1992	DN: KB	CK: JW	DW: DN	CK: GC	MEG NO.:

REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
4-98 12-00 3-03 5-03	PHR	6		165
	COUNTY	CONTROL	SECTION	JOB	HIGHWAY
	HIDALGO	0921	02	323	MILE 2 RD

71G

LEVELS DISPLAYED 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63

4/23/2014 ACC: d58hp1c/usr/d5805O4

DN:LR CK:CW DW:DN CK:MT

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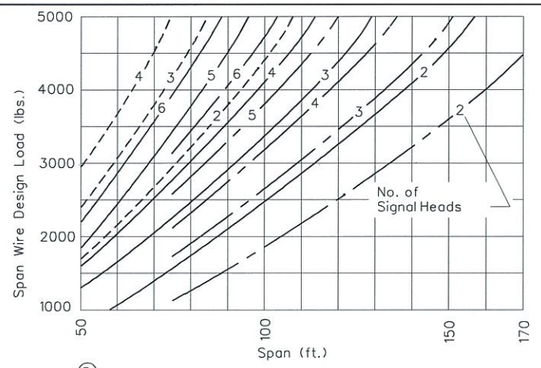
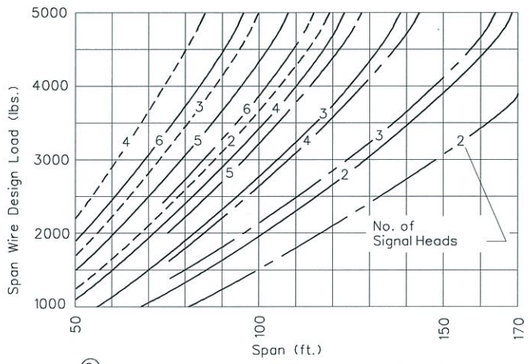
STRAIN POLE DESCRIPTION	Pole Type	Found-ation Type	Maximum Permissible Span Wire Load (lbs.)
26' Pole	A	36-A	4900
30' Pole	B	36-A	4300
30' Pole with Lum.	B	36-A	4000
30' Pole with 20' Mast Arm	C	36-B	4400
30' Pole with 24' Mast Arm	C	36-B	4000
30' Pole with 28' Mast Arm	C	36-B	3600
30' Pole with 32' Mast Arm	C	36-B	3300
30' Pole with 36' Mast Arm	C	36-B	2900
30' Pole with 20' Mast Arm & Lum.	C	36-B	4100
30' Pole with 24' Mast Arm & Lum.	C	36-B	3800
30' Pole with 28' Mast Arm & Lum.	C	36-B	3400
30' Pole with 32' Mast Arm & Lum.	C	36-B	3000
30' Pole with 36' Mast Arm & Lum.	C	36-B	2500
34' Pole	D	36-B	5200
34' Pole with Lum.	D	36-B	4900

② Numbers on Load Span Charts indicate the number of signal heads on the span. The total span wire design load is based on one 5-section head and one or more additional 3-section head(s). Design wind pressures on cables are assumed as 1.6 lb/ft. Weight of span wire cables (one per signal head) is assumed as 0.65 lb/ft which includes an allowance for conductor cables and miscellaneous hardware. The effect of the sway cable on load distribution is ignored as it is assumed to break at design wind conditions. When a pole supports 2 spans, the span wire design loads for both spans should be added vectorially to determine the design load for that pole.



② SIGNALS WITH 12-INCH LENS



② SIGNALS WITH 8-INCH LENS

Signal Head Type	Wt. Per Head	Wind Area ◆
5-Section, 12" Lens	125 lbs	9.6 sq. ft.
5-Section, 8" Lens	70 lbs	4.8 sq. ft.
3-Section, 12" Lens	75 lbs	5.64 sq. ft.
3-Section, 8" Lens	45 lbs	3.0 sq. ft.

◆ Effective projected design wind area (actual area times drag coefficient)

– – – – – – – – Sag = 4'-6" (26' or 30' Pole)
———— Sag = 8'-0" (30' or 34' Pole)
———— – – Sag = 11'-6" (34' Pole)

SHIPPING PARTS LIST

Poles (Without Traffic Signal Arm)

Pole Type	Strain poles with Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap, 2 clamp-on simplex and 1 pipe plug.			Strain poles without Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap and 1 pipe plug.		
	Description	Designation	Quantity	Description	Designation	Quantity
A				26' Strain Pole	SP 26 A-100	
B	30' Strain Pole	SPL 30 B-100		30' Strain Pole	SP 30 B-100	
D	34' Strain Pole	SPL 34 D-100	**4**	34' Strain Pole	SP 34 D-100	

Poles (With Traffic Signal Arm)

Pole Type	Strain poles with Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap, clamp-on simplex and 3 pipe plugs.			Strain poles without Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap and 3 pipe plugs.		
	Description	Designation	Quantity	Description	Designation	Quantity
C	30' SPw/TS Arm	SPL 30 C-100		30' SPw/TS Arm	SP 30 C-100	

Traffic Signal Arms (For Type C poles)

Nominal Arm Length	Type I Arm (1 Signal): Ship each Type Arm with the following hardware attached: 2 CGB Connectors, 1 clamp with bolts and washers		Type II Arm (2 Signals): Ship each Type Arm with the following hardware attached: 1 Bracket Assembly, 3 CGB Connectors and 1 clamp with bolts and washers		Type III Arm (3 Signals): Ship each Type Arm with the following hardware attached: 2 Bracket Assemblies, 4 CGB Connectors and 1 clamp with bolts and washers	
ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-100					
24	24I-100		24 II -100			
28	28I-100		28 II -100			
32			32 II -100		32 III -100	
36			36 II -100		36 III -100	

Anchor Bolt Assemblies (1 per pole)

Templates may be removed for shipment.

Anchor Bolt Diameter	Anchor Bolt Length	Quantity
1 ¾"	3'-10"	
2"	4'-3"	**4**

Each Anchor Bolt Assembly consists of the following: Top and Bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers, and 4 nut anchor devices (Type 2) per Standard Drawing "TS-FD".

Luminaire Arms

Nominal Arm Length	Quantity
8' Arm	**4**

① See Sheet "DMA-100"

Pole Type	ROUND POLES D_B in.	ROUND POLES D_T in.	ROUND POLES ④thk in.	ROUND POLES H ft.	POLYGONAL POLES D_B in.	POLYGONAL POLES D_T in.	POLYGONAL POLES ④thk in.	POLYGONAL POLES H ft.
A	12.5	8.9	.239	26	13.0	9.0	.239	26
B	13.5	9.3	.239	30	14.0	9.0	.239	30
C	15.5	11.3	.239	30	16.0	11.0	.239	30
D	15.5	10.7	.239	34	16.0	11.0	.239	34

D_B = Pole Base O.D. D_T = Pole Top O.D. H = Pole Height

④ Thickness shown are minimum, thicker materials may be used.

STATE OF TEXAS · C. SIMEONIDIS · 60919 · REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY C. SIMEONIDIS, P.E. 60919 ON APRIL 23, 2014

SHEET 1 OF 2

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES STRAIN POLE ASSEMBLIES

(100 MPH WIND ZONE)

SP-100(1)-12

©TxDOT March 1996

DN: MS	CK: JSY	DW: BR	CK: JSY

REVISIONS: 6-96, 1-12

CONT	SECT	JOB	HIGHWAY
0921	02	323	MLE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		166

121A

DATE:
FILE:

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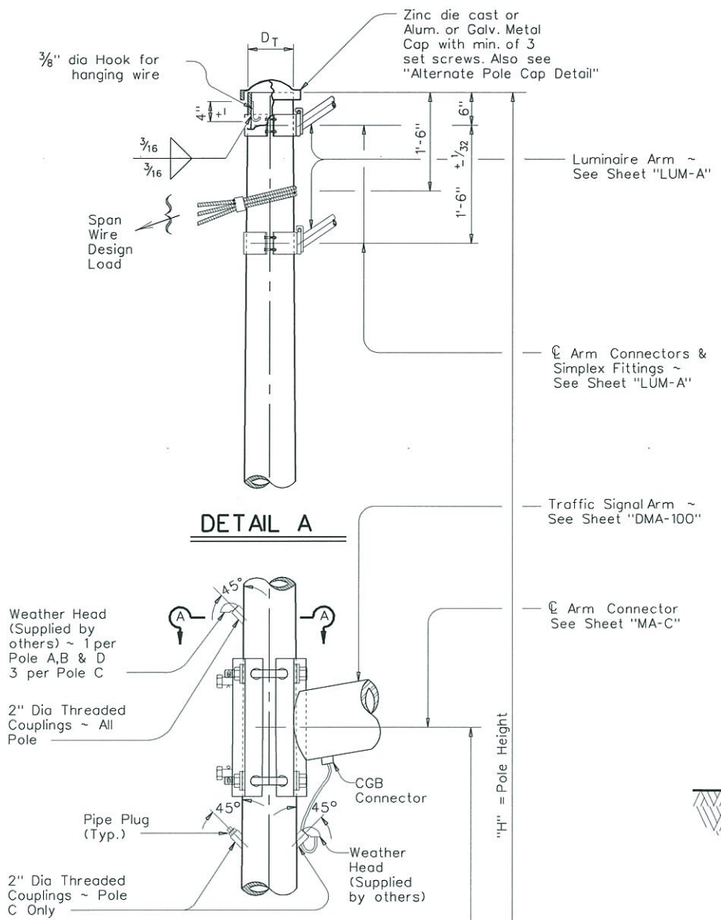
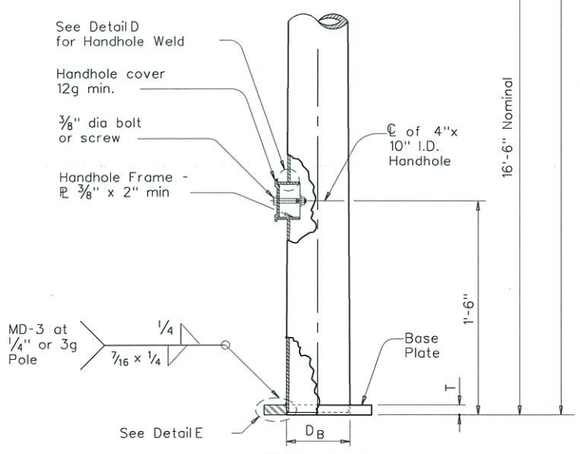
FILE:



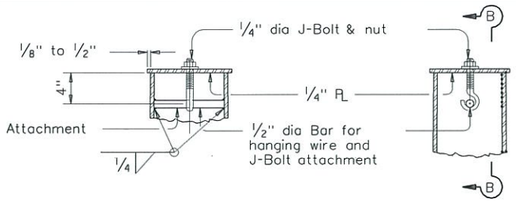
DETAIL A

DETAIL B



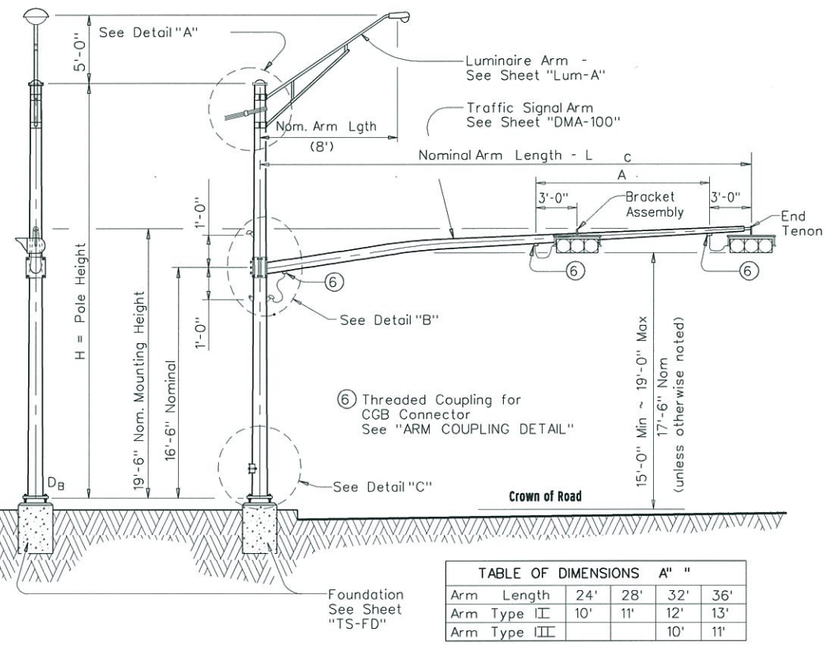
DETAIL C

POLE ELEVATION



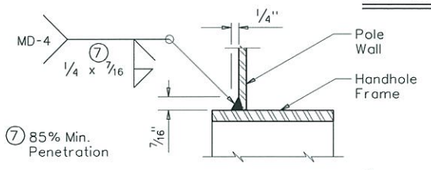
SECTION B-B

ALTERNATE POLE CAP DETAIL

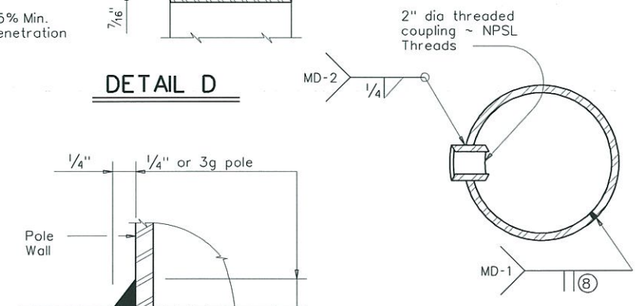


STRUCTURE ASSEMBLY

TABLE OF DIMENSIONS A" "				
Arm Length	24'	28'	32'	36'
Arm Type IT	10'	11'	12'	13'
Arm Type IIT			10'	11'



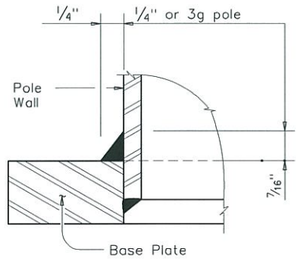
DETAIL D



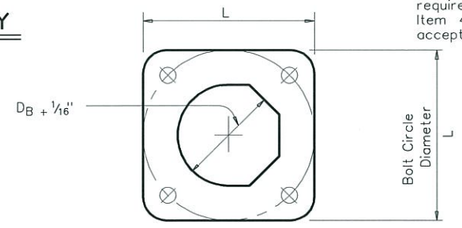
SECTION A-A

(Pole Coupling and Seam Weld Details)

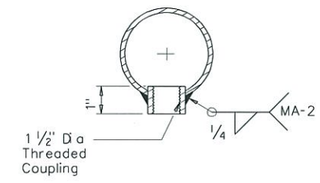
8 60% Min. penetration, except 100% penetration within 6" of circumferential base welds.



DETAIL E



BASE PLATE PLAN



ARM COUPLING DETAIL

MATERIALS	
Round Shafts or Polygonal Shafts (9)	ASTM A595 Gr.A, A588, A1008 HSLAS Gr.50 Class 2, A1011 HSLAS Gr.50 Class 2, A572 Gr.50 or A1011 SS Gr.50 (10)
Plates (9)	ASTM A36, A588, or A572 Gr.50
Connection Bolts	ASTM A325 except where noted
Pin Bolts	ASTM A325
Pipe (9)	ASTM A53 Gr.B, A501, A1008 HSLAS-F Gr.50, A1011 HSLAS-F Gr.50
Steel Cable	ASTM A475, 7 Wire Utilities Grade
Misc. Hardware	Galvanized steel or stainless steel or as noted

(9) ASTM A572, A1008 HSLAS, A1011 HSLAS, A1008 HSLAS-F, A1011 HSLAS-F, or A1011 SS may have higher yield strengths but shall not have less elongation than the grade indicated.

(10) ASTM A1011 SS Gr.50 shall also have a minimum elongation of 18 percent in 8 inches or 23 percent in 2 inches. Material thickness in excess of those stipulated under A1011 SS will be acceptable providing the material meets all other A1011 SS requirements and the requirements of this item.

GENERAL NOTES

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Specifications thereto. Design Wind Speed equals 100 mph plus a 1.3 gust factor. The maximum permissible span wire design loads tabulated are calculated at a stress load of 1.4 times the basic allowable stress. A simultaneous wind on the pole, mast arm, and luminaire is also included.

See standard sheet "DMA-100" for details of clamp-on traffic signal arms, sheet "MA-C" for traffic signal arm connection details, sheet "LUM-A" for luminaire arm and connection details, and sheet "TS-FD" for anchor bolt and foundation details.

Fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of this sheet and Item 686, "Traffic Signal Pole Assemblies (Steel)".

Unless otherwise noted, all parts shall be galvanized in accordance with Item 445, "Galvanizing", after fabrication.

Deviation from the details and dimensions shown herein require submission of shop drawings in accordance with Item 441, "Steel Structures". Alternate designs are not acceptable.

Foundation Type	Anchor Bolt Diameter	Bolt Hole Diameter	Bolt Circle Diameter	Base PL Dim. L x T
36-A	1 3/4"	2"	19"	19" x 1 3/4"
36-B	2"	2 1/4"	21"	21" x 2"

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES STRAIN POLE ASSEMBLIES

(100 MPH WIND ZONE)

SP-100(2)-12

©TxDOT March 1996

DN: MS	CK: JSY	DW: BR	CK: JSY
REVISIONS	CONT	SECT	JOB	HIGHWAY
6-96 1-12	0921	02	323	MLE 2 RD
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		167

121B

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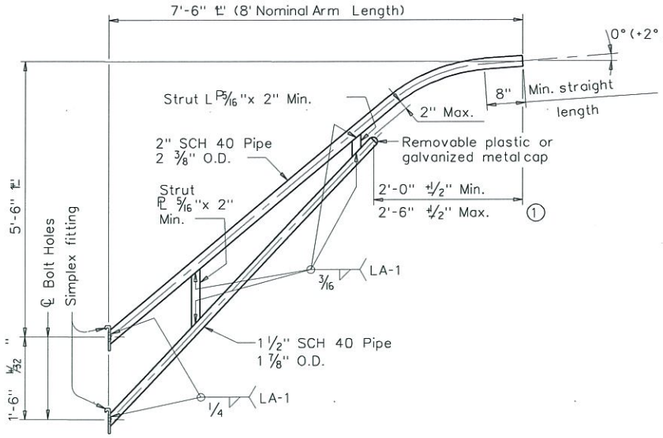
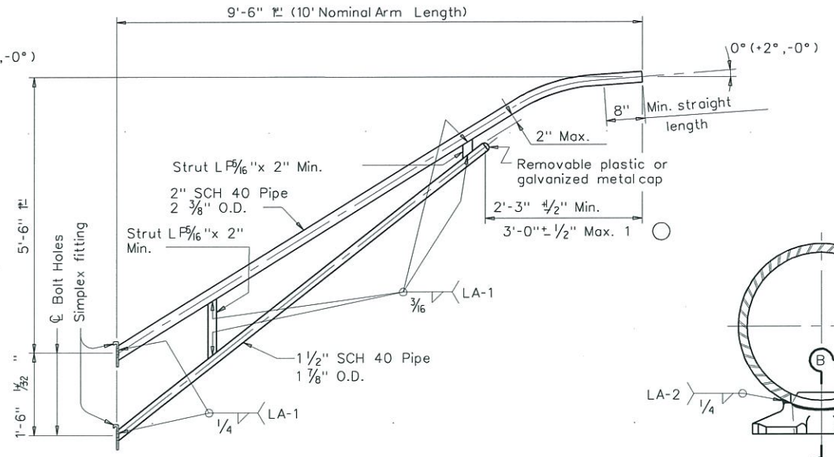
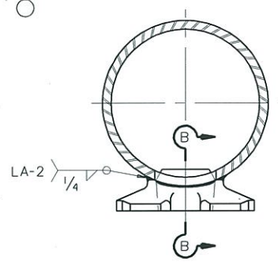


8-FOOT LUMINAIRE ARM



10-FOOT LUMINAIRE ARM



DIRECT ATTACHMENT DETAIL

MATERIALS	
Pole or Arm Simplex	ASTM A27 Gr.65-35 or A148 Gr.80-50, A576 Gr.1021 3 ◯ or A36 (Arm only)
Arm Pipes	ASTM A53 Gr.B, A501, A1008 HSLAS-F Gr.50 4 ◯ or A1011 HSLAS-F Gr.50 4 ◯
Arm Strut Plates 2 ◯	ASTM A36, A572 Gr.50 4 ◯ or A588
Misc.	ASTM designations as noted

(1) Dimensional limits are given to show acceptable variation in design. All of a Fabricator's production of a particular arm length shall have the same dimensions within specified tolerances.

(2) Any of the materials listed for plates may be used where the drawings do not specify a particular ASTM designation.

(3) A576 must be suitable for forging and also meet minimum tensile strength of 65 ksi, minimum yield of 35 ksi, and elongation in 2 inches of 22 percent.

(4) ASTM A572, A1008 HSLAS-F, and A1011 HSLAS-F may have higher yield strengths but shall not have less elongation than the grade indicated.

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Revisions thereto. Design Wind Speed equals 90 mph plus a 1.3 gust factor. Arms are designed to support a 60 lb. luminaire having an effective projected area (actual area times drag coefficient) of 1.6 sq. ft.

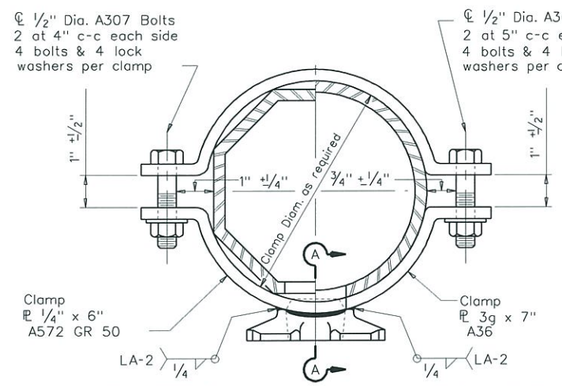
Materials and fabrication shall be in accordance with Item 686, "Traffic Signal Pole Assemblies (Steel)" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. In the absense of specified Fabricaton tolerances, dimensions shall be within the tolerances generally obtainable in normal fabrication practice.

Unless otherwise noted, all parts shall be galvanized after fabrication in accordance with Item 445, "Galvanizing".

Deviation from the details and dimensions shown herein require submission of shop drawings in accordance with Item 441, "Steel Structures". Alternate designs are not acceptable.

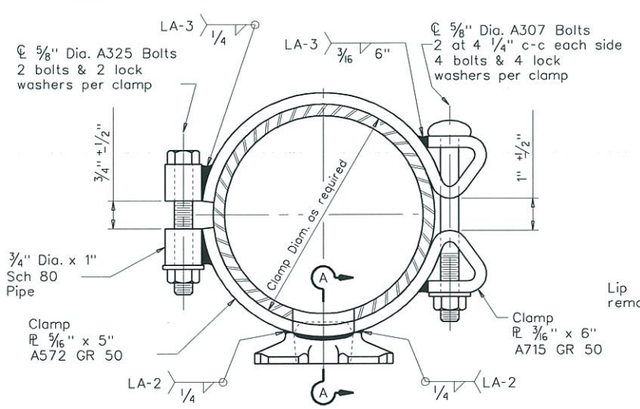
Each pole simplex fitting shall be supplied with 2 ASTM A325 bolts and 2 lock washers of the size specified. The bolts and lock washers shall be secured to the pole with the other hardware items called for in the plans. When clamp attachment is specified, the Fabricator shall ship the clamp assembly securely attached to the pole at the location shown on the plans.

If clamp assemblies are ordered without poles, the Fabricator shall ship one upper and one lower clamp assembly together in a single package, including all nuts and washers required for the clamps and simplex fittings.



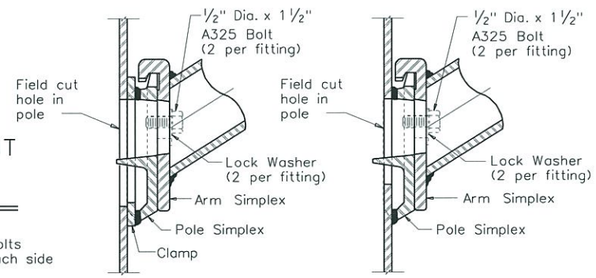
CLAMP ATTACHMENT DETAIL NO.1 (HALF SECTION)

CLAMP ATTACHMENT DETAIL NO.2 (HALF SECTION)



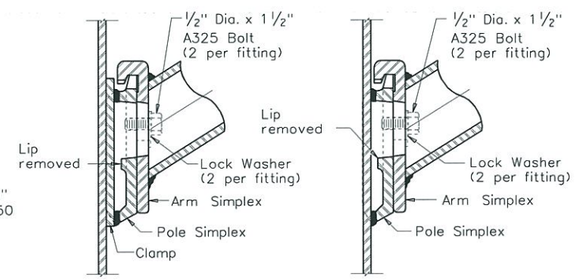
CLAMP ATTACHMENT DETAIL NO.3 (HALF SECTION)

CLAMP ATTACHMENT DETAIL NO.4 (HALF SECTION)



UPPER SIMPLEX FITTING

UPPER SIMPLEX FITTING

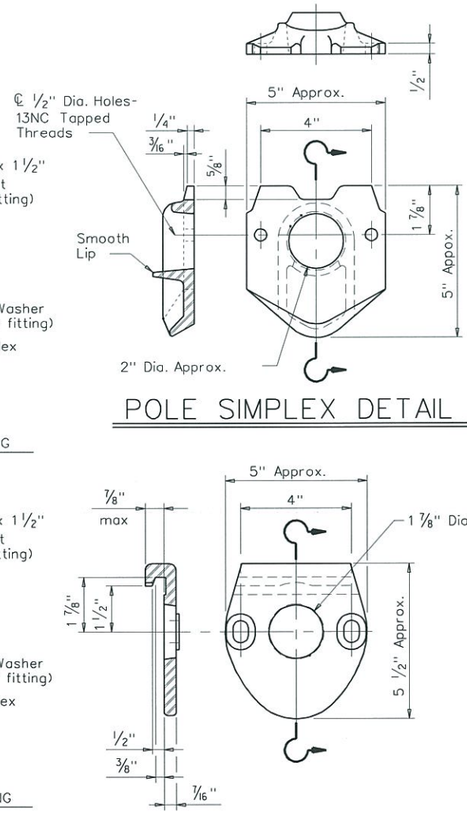


LOWER SIMPLEX FITTING

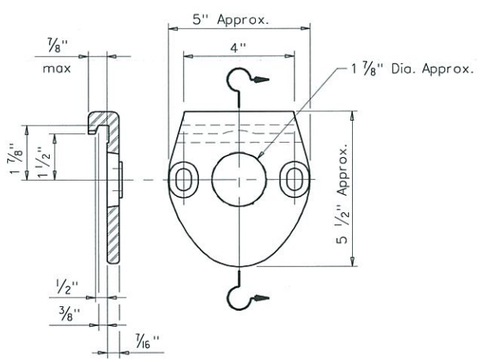
LOWER SIMPLEX FITTING

SECTON A-A

SECTON B-B



POLE SIMPLEX DETAIL



ARM SIMPLEX DETAIL

Texas Department of Transportation
Traffic Operations Division

STANDARD ASSEMBLY DRAWINGS FOR LUMINAIRE SUPPORT STRUCTURES

ARM DETAILS

LUM-A-12

©TxDOT August 1995

DN: LEH	CK: JSY	DW: LTT	CK: TEB

REVISIONS
5-96
1-99
1-12

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		168

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FOUNDATION DESIGN TABLE

FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		EMBEDDED DRILLED SHAFT LENGTH-ft 4 5 6			ANCHOR BOLT DESIGN (1)				FOUNDATION DESIGN LOAD (2)		TYPICAL APPLICATION
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N blows/ft			ANCHOR BOLT DIA	Fy (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft	SHEAR Kips	
				10	15	40							
24-A	24"	4- #5	#2 at 12"	5.7	5.3	4.5	3/4"	36	12 3/4"	1	10	1	Pedestal pole, pedestal mounted controller.
30-A	30"	8- #8	#3 at 6"	11.3	10.3	8.0	1 1/2"	55	17"	2	87	3	Mast arm assembly. (see Selection Table)
36-A	36"	10- #8	#3 at 6"	13.2	12.0	9.4	1 3/4"	55	19"	2	131	5	Mast arm assembly. (see Selection Table) 30' strain pole with or without luminaire.
36-B	36"	12- #8	#3 at 6"	15.2	13.6	10.4	2"	55	21"	2	190	7	Mast arm assembly. (see Selection Table) Strain pole taller than 30' & strain pole with mast arm
42-A	42"	14- #8	#3 at 6"	17.4	15.6	11.9	2 1/4"	55	23"	2	271	9	Mast arm assembly. (see Selection Table)

NOTES:

(1) Anchor bolt design develops the foundation capacity given under Foundation Design Loads.

(2) Foundation Design Loads are the allowable moments and shears at the base of the structure.

(3) Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.

(4) Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.

(5) If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.

(6) Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

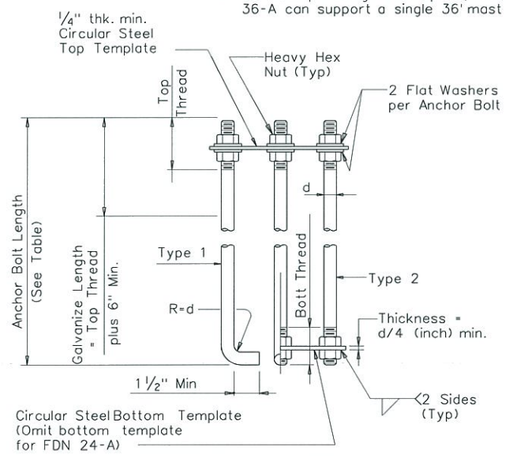
FOUNDATION SUMMARY TABLE (3)

LOCATION IDENTIFICATION	AVG. N BLOW /ft.	FDN TYPE	NO. EA	DRILLED SHAFT LENGTH (FEET) (6) 24-A	30-A	36-A	36-B	42-A
MILE 2 RD @ SCHUERBACH RD	10	36-B	2			30.4		
MILE 2 RD @ MOOREFIELD RD	10	36-B	2			30.4		
TOTAL DRILLED SHAFT LENGTHS						60.8		

FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)

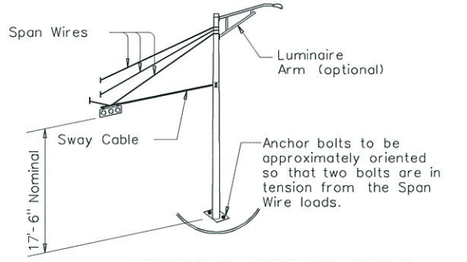
		FDN 30-A	FDN 36-A	FDN 36-B	FDN 42-A
80 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH	32'	48'		
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24'			
		28' X 28'			
		32' X 28'	32' X 32'		
			36' X 36'		
			40' X 36'		
			44' X 28'	44' X 36'	
100 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH		36'	44'	
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS		24' X 24'		
			28' X 28'		
			32' X 24'	32' X 32'	
				36' X 36'	
				40' x24'	40' X 36'
					44' x 36'

EXAMPLE:
1. For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'
2. For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.

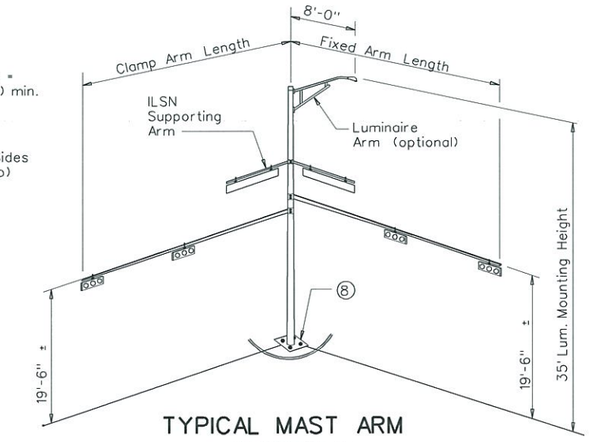


HOOKED ANCHOR (TYPE 1) NUT ANCHOR (TYPE 2)

ANCHOR BOLT ASSEMBLY

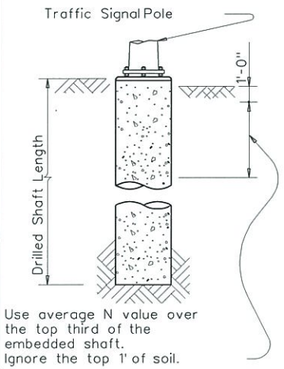


TYPICAL STRAIN POLE ASSEMBLY



(8) Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.

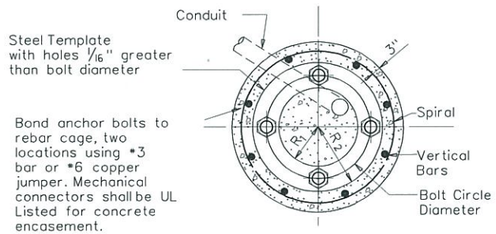
TYPICAL MAST ARM ASSEMBLY

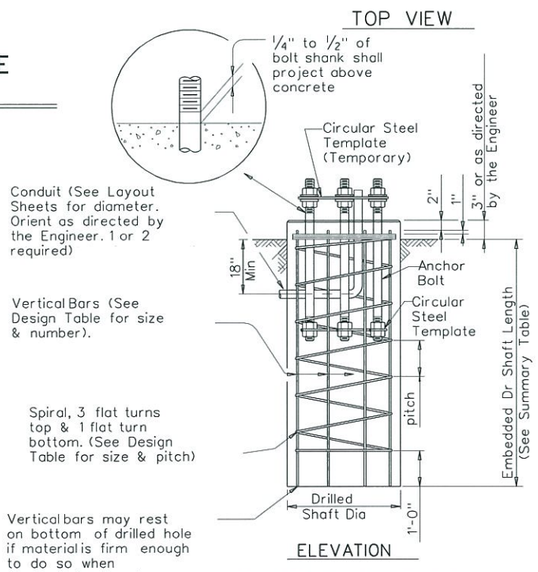


ANCHOR BOLT & TEMPLATE SIZES

BOLT DIA IN.	(7) BOLT LENGTH	TOP THREAD	BOTTOM THREAD	BOLT CIRCLE	R2	R1
3/4"	1'-6"	3"	—	12 3/4"	7 1/8"	5 5/8"
1 1/2"	3'-4"	6"	4"	17"	10"	7"
1 3/4"	3'-10"	7"	4 1/2"	19"	11 1/4"	7 3/4"
2"	4'-3"	8"	5"	21"	12 1/2"	8 1/2"
2 1/4"	4'-9"	9"	5 1/2"	23"	13 3/4"	9 1/4"

(7) Min dimensions given, longer bolts are acceptable.





FOUNDATION DETAILS

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and interim revisions thereto.

Reinforcing steel shall conform to Item 440, "Reinforcing Steel".

Concrete shall be Class "C".

Threads for anchor bolts and nuts shall be rolled or cut threads of 8UN series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit tolerances. Galvanized nuts shall be tapped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "alloy steel" or "medium-strength mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top end thread length plus 6" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

Templates and embedded nuts need not be galvanized. Lubricate and tighten anchor bolts when erecting the structure in accordance with Item 449, "Anchor Bolts".

STATE OF TEXAS · C. SIMEONIDIS · 60919 · REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY C. SIMEONIDIS, P.E. 60919 ON APRIL 23, 2014

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL POLE FOUNDATION

TS-FD-12

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DN: MS	CK: JSY	DW: MAO/MMF	CK: JSY/TEB

REVISIONS: 5-96, 11-99, 1-12

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		169

DATE:
FILE:

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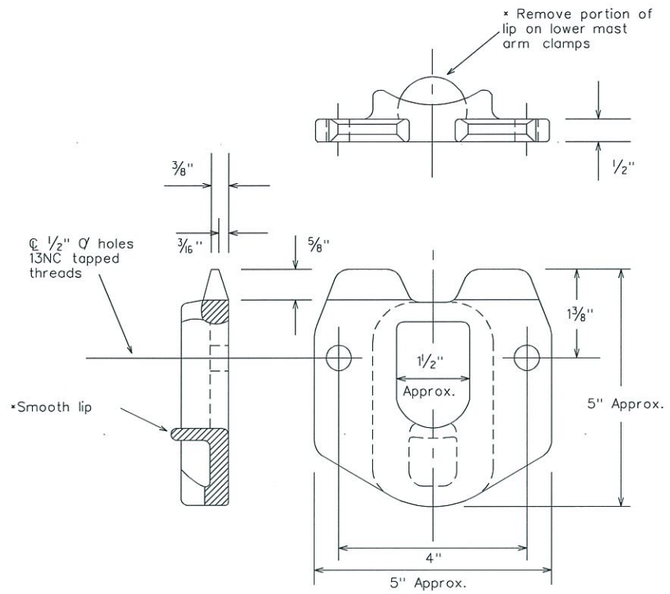
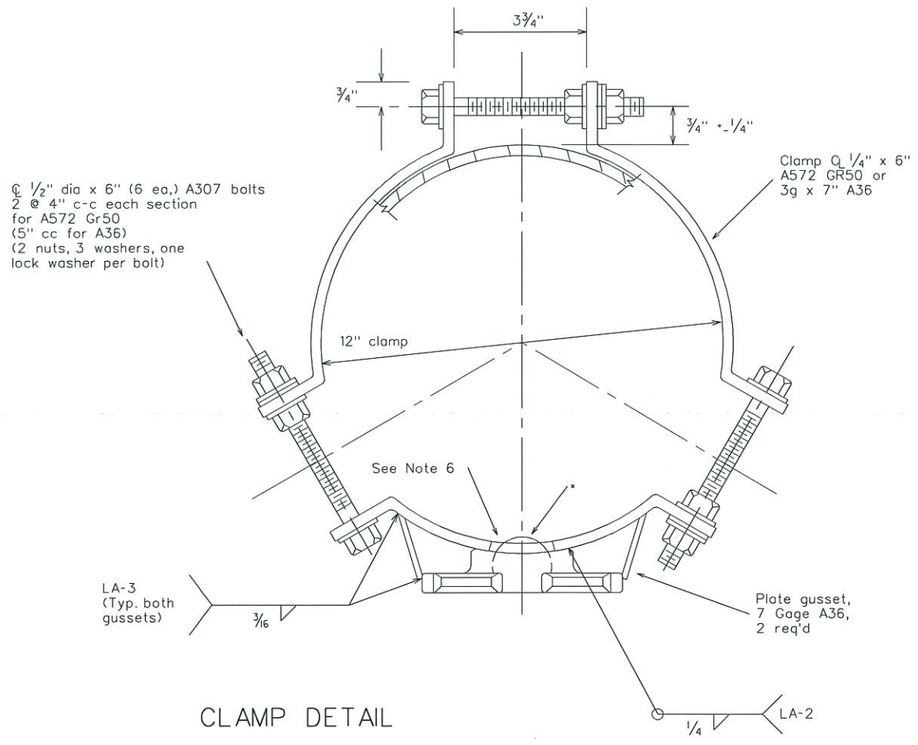
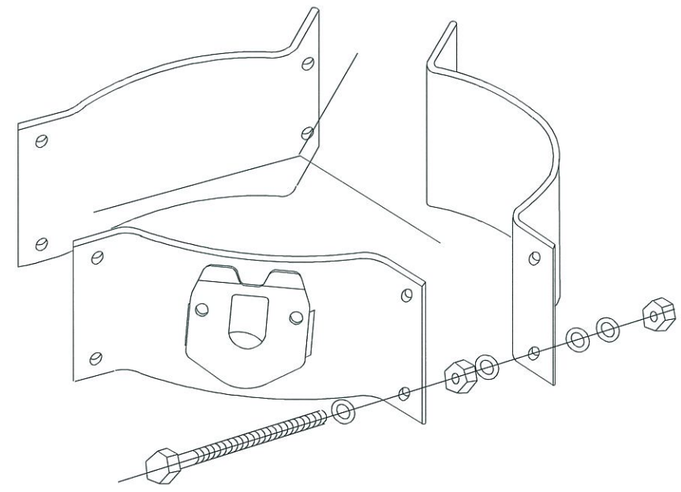


POLE SIMPLEX DETAILS



CLAMP DETAIL



PROJECTION

OTHER MATERIALS:

1. Pole simplex shall be ASTM A27 GR65-35 or A148 GR80-50 or A576 GR1021. ASTM A576 must be suitable for forging and also meet minimum tensile of 65ksi, minimum yield of 35ksi, and a minimum elongation of 22 percent in 2 inches.
2. Welded tabs and backplates shall be ASTM A-36 steel or better.
3. Nylon insert locknuts shall conform to ASTM A563.

GENERAL NOTES:

1. Materials and fabrication shall be in accordance with Standard Sheet "MA-C" and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. In the absence of specified fabrication tolerances, dimensions shall be within the tolerances generally obtainable in normal fabrication practice.
2. All parts shall be galvanized after fabrication in accordance with Item 445, "Galvanizing". The throat of the Simplex shall be made free of all rough or sharp edges resulting from the galvanizing process.
3. Each simplex fitting shall be supplied with 2 ASTM A325 bolts, 1/2in. X 1 1/2in. and 2 lock washers. The bolts and lock washers shall be secured to the clamp with the other hardware items. The Fabricator shall ship clamp assembly together in a single package, including all bolts, nuts, and washers required for the clamp and simplex fitting.
4. Design conforms to 1994 AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" and interim revisions thereto. Design Wind Speed equals 80 mph plus a 1.3 gust factor. Clamps are designed to support a 60 lb. luminaire having an effective projected area (actual area times drag coefficient) of 1.6 sq.ft., 12 ft. maximum arm length.
5. Each assembly shall consist of one upper piece simplex fitting having a smooth lip and one lower piece simplex fitting with the lip removed.
6. Approximately 2 in. diameter hole in upper mast arm clamp.

For 8.9 - 12 inch diameter Signal Poles
(Two req'd for each mast arm)

Texas Department of Transportation
Traffic Operations Division

CLAMP ON FITTING ASSEMBLY FOR LUMINAIRE MAST ARM

CFA-12

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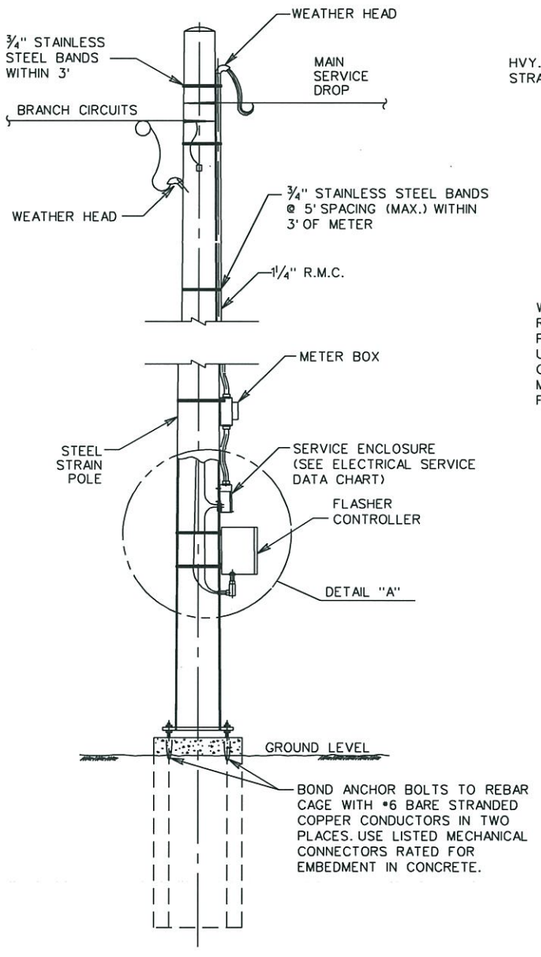
DN: KAB	CK: RES	DW: FDN	CK: CAL

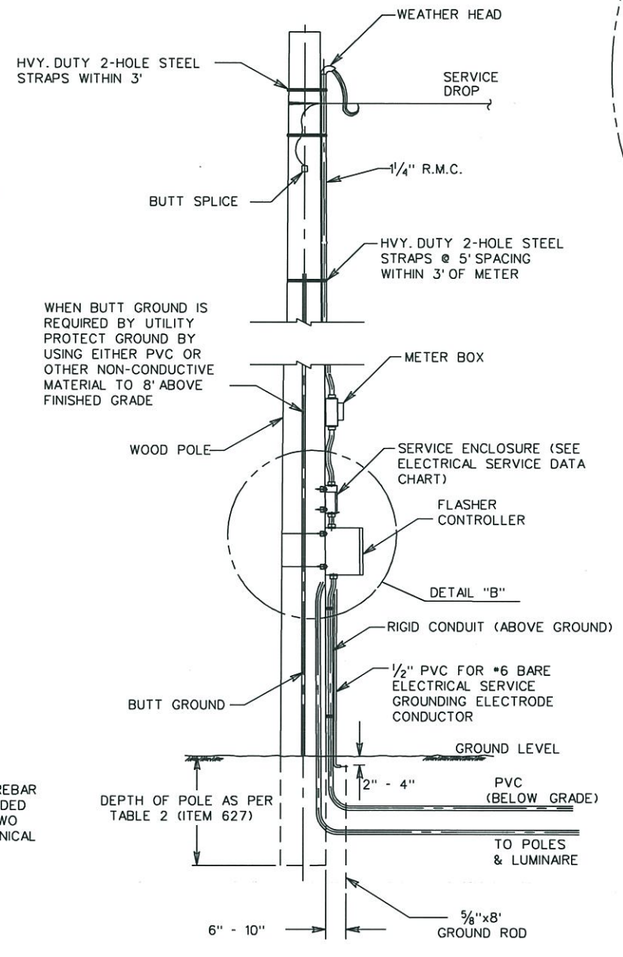
REVISIONS
11-99
1-12

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		170

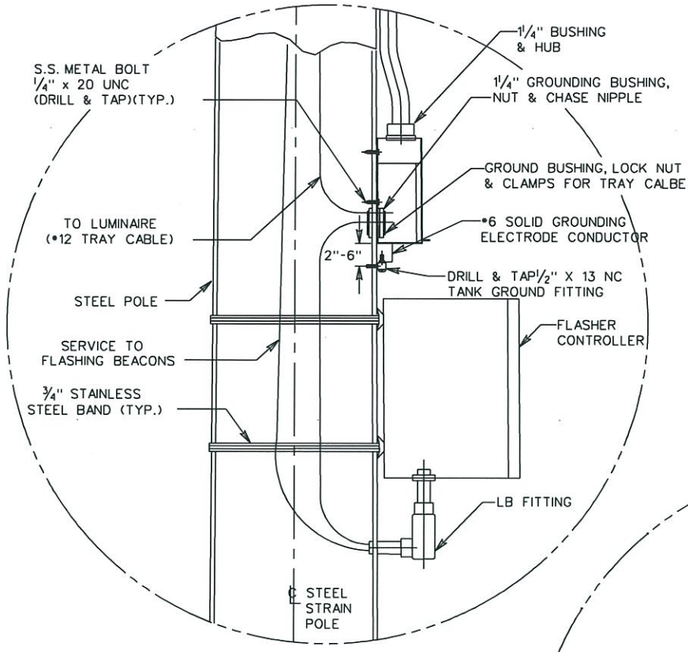
130



STEEL STRAIN POLE
WITH FLASHER CONTROLLER



WOOD POLE



DETAIL "A"

NOTES:

ENSURE MAIN SERVICE DROP IS BELOW WEATHERHEAD.

BREAKER BOX & METER BOX SHALL BE ATTACHED TO WOOD POLE BY GALVANIZED CHANNEL (SEE DETAIL "B").

BOLT BOX TO GALVANIZED CHANNEL MOUNTED FLUSH WITH POLE.

CONDUIT SHALL BE ATTACHED TO POLE WITH H.D. 2-HOLE STRAPS AND 1½"x1/4" #8 S.S. SCREW OR LAG BOLT.

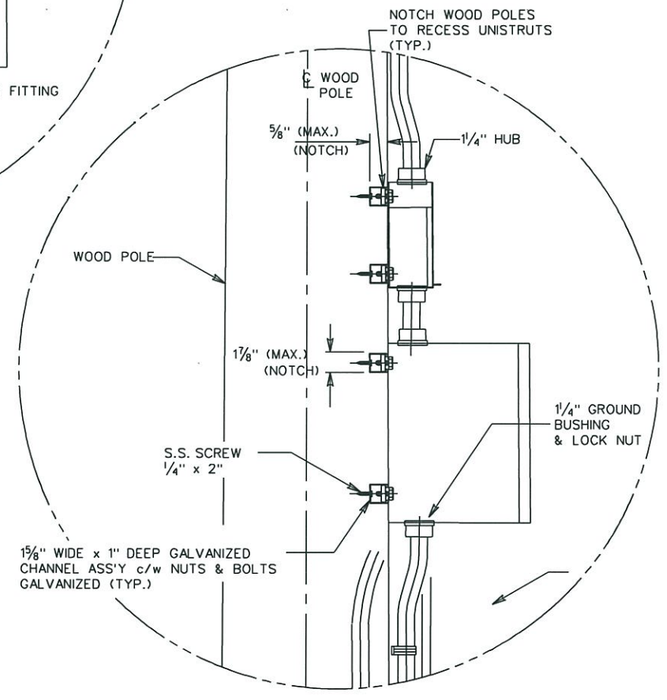
ALL EXPOSED CONDUIT SHALL BE RIGID METAL CONDUIT EXCEPT CONDUIT USED ON ELECTRICAL SERVICE GROUNDING ELECTRODE CONDUCTOR.

WHEN SERVICE IS CONNECTED WITHIN 100' OF THE CONTROLLER, NO PULL BOX SHALL BE USED.

DISTRIBUTION TO LUMINAIRE SHALL BE OUT OF THE SERVICE BREAKER BOX. EACH LUMINAIRE SHALL HAVE A SEPARATE PHOTO CONTROL.

FURNISH & INSTALL 3 PRONG WEATHERPROOF LOCK TYPE BASE WITH PHOTO CELL TO CONTROL ILLUMINATION SIGN WHICH IS ATTACHED TO TRAFFIC SIGNAL SUPPORTS. LOCKBASE & PHOTO CELL SHALL BE INSTALLED ON TRAFFIC SIGNAL POLE NEAREST CABINET.

ALL CONDUIT & CONDUCTORS FROM SERVICE TO CONTROLLER CABINET SHALL BE AS PER PLANS.



DETAIL "B"

ELECTRICAL SERVICE

PHARR DISTRICT STANDARD

Texas Department of Transportation
Traffic Operations Division

ELECTRICAL SERVICE DESIGN WITH FLASHER CONTROLLER

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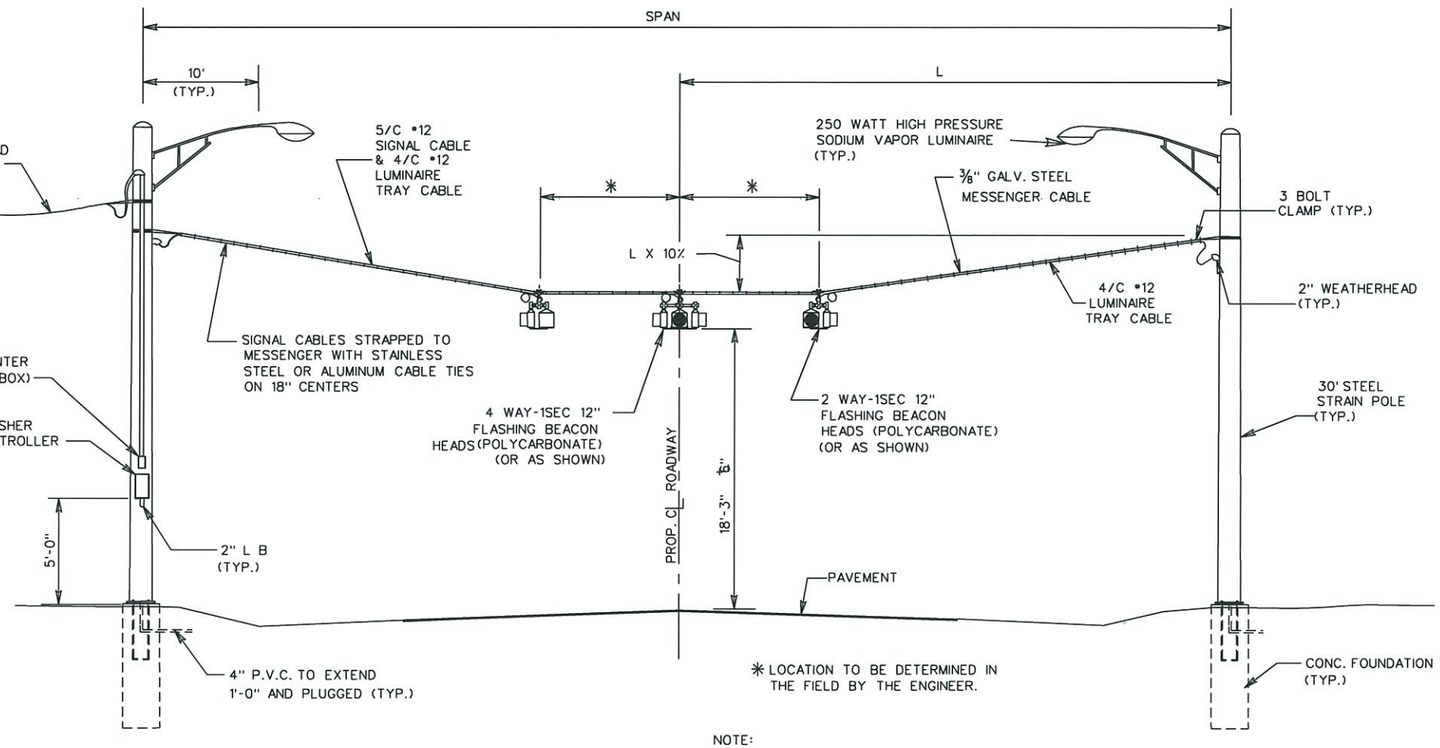
SHEET 1 OF 1

DN: OG	DRAWING	DATE	FED.RD. DIV.NO.	STATE	FEDERAL AID PROJECT NO.				SHEET NO.
CK DN: JSL	ORIGINAL	APR. 2010	6	TEXAS					171
DW: OG			STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		HIGHWAY NO.
CK DW: JSL			PHR	HIDALGO	0921	02	323		MILE 2



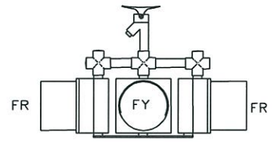
NOTE:
ALL FLASHING BEACONS SHALL FLASH
SIMULTANEOUSLY FOR EACH APPROACH.

TYPICAL FLASHING BEACON INSTALLATION

NOT TO SCALE

NOTES:

1. - THE CONTRACTOR SHALL INSTALL STEEL STRAIN POLES, LUMINAIRES, FLASHING BEACON HEADS, SIGNAL CABLES AND SPAN WIRE AS SHOWN.
2. - THE LOCATIONS SHOWN FOR THE STEEL STRAIN POLES IS APPROXIMATE. THEIR EXACT LOCATIONS WILL BE DETERMINED IN THE FIELD BY THE ENGINEER IN COORDINATION WITH THE PHARR DISTRICT SIGNAL SHOP.
3. - THE EXACT LOCATION OF ALL KNOWN UNDER-GROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UNDERGROUND UTILITIES BEFORE DRILLING FOR STEEL POLE FOUNDATIONS AND SERVICE POLES.
4. - SIGNAL CABLE SHALL BE #12 AWG AND SERVICE CABLE SHALL BE #6 AWG.
5. - THE CONTRACTOR SHALL FURNISH NEW LED TRAFFIC SIGNAL LAMPS FOR ALL FLASHING BEACON HEADS.
6. - THE LUMINAIRES SHALL BE EQUIPPED WITH PHOTO ELECTRIC CELLS FOR THEIR OPERATION.



DETAIL

4 WAY-1 SEC.
12" FLASHING BEACON HEAD
(OR AS SHOWN)

Texas Department of Transportation
Traffic Operations Division
PHARR DISTRICT STANDARD

TRAFFIC SIGNAL CONSTRUCTION DETAILS MISCELLANEOUS DETAILS

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SHEET 4 OF 4

DN: OG	DRAWING	DATE	FED.RD. DIV.NO.	STATE	PROJECT NO.				SHEET NO.
CK DN: JSL	ORIGINAL	APR. 2010	6	TEXAS					172
DW: OG			STATE DIST.NO.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.	
CK DW: JSL			PHR	HIDALGO	0921	02	323	MILE 2	

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ROADWAY ILLUMINATION LIGHT FIXTURES

Fixture Housing:

A. Provide *UL listed fixture suitable for use in wet locations. Ensure optical compartment meets IEC Standard 60529-IP 65. Place a permanent label inside fixture indicating fixture meets *UL, IP 65 optical, and shows date of manufacture. Meet ANSI 136.15 wattage label requirements.

B. Construct fixture housing, lens frame, and door from 96% copper-free, die cast aluminum. Provide fixture mounting to a 2-in. pipe arm. Equip fixture with a 4-bolt clamp capable of adjustments plus or minus 5 degrees from level. Meet ANSI 136.31 3.0 G vibration requirements.

C. Attach a level bubble to the fixture housing. Ensure the level bubble is sensitive to 1 degree changes in position at any point within 5 degrees of the level position. Ensure the level bubble is clearly visible from the ground up to a 50 ft. mounting height. Ensure level bubble corresponds to level position of fixture.

D. Do not exceed 1.6 sq. ft. effective projected area. Do not exceed 60 lb. maximum weight.

E. Equip fixture with a 3-prong photocell receptacle with shorting cap installed.

F. Paint inside and outside of fixture light gray, when installing on galvanized poles. For all other fixtures, paint to match the color of the pole as directed by the Department.

G. Use a thermoset powder coat system. Ensure paint exceeds 1000-hr. salt-spray test in accordance with ASTM B117. Ensure a nominal thickness of 2.5 mil and no pigment loss upon 50 double-rubs using Methyl Ethyl Ketone (MEK) solvent in accordance with ASTM D5402, "Standard Practice for Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs."

H. Fabricate brackets, nuts, bolts, washers, ballast tray, and parts from stainless-steel, or aluminum of adequate thickness as approved by the Department except that:
1. The 4 bolts/studs, 4 flat washers, 4 lock washers, and clamp that attach the luminaire to the arm may be galvanized in accordance with ASTM A123, A153 or B633. Provide means to ensure clamp is in the open position when installing.
2. Glass lens retainer spring clips may be fabricated from galvanized steel in accordance with ASTM A153.
3. Provide nylon throat or other approved locking means for all stainless steel nuts.

I. Provide optical assemblies which meet the following:
1. Polished aluminum reflectors with Alzak or equal coating.
2. Do not paint reflectors, except that, when approved by the Engineer, some surfaces may be painted with 92% reflective white paint.
3. Reflectors may be one piece or segmented as follows.
   a. One piece reflectors:
      1. Seal photometric compartment by the use of a seamless or vulcanized seam, closed-cell silicone gasket, or other method approved by the Department.
      2. Provide a non-adjustable lamp socket mounting method so the lamp center is consistent with the reflector.
   b. Segmented reflectors:
      1. Attach segments at both ends (or opposite sides if segments are square) of the segment to a rigid aluminum base plate and side wall support assembly. Seal glass lens to lens frame with a one piece seamless silicone gasket.
4. Equip the optical assembly with a lamp support in addition to the lamp socket to ensure the outer envelope is positioned as intended.

J. Provide 5/32 in. thick (min.) clear heat tempered or borosilicate glass.

Electrical Components:

K. Meet the following ballast requirements and pass tests in accordance with Test Method Tex-1130-T, "Ballasts of Lighting Assemblies."
1. Mount electrical components on a removable stainless steel or aluminum tray of adequate thickness.
2. Provide a fixture wiring diagram on or near the ballast.
3. Use a copper wound magnetic regulating three isolated coil ballast.
4. Provide ballast factor between 0.95 and 1.0.
5. When the circuit voltage indicated on the plans is applied, the ballast input wattage during fluctuations of the test voltage of plus 10 percent and minus 10 percent, do not exceed the following:
   a. 220 Watts for 150 watt nominal lamp rating
   b. 440 Watts for 250 watt nominal lamp rating
   c. 552 Watts for 400 watt nominal lamp rating
6. During fluctuation of the test voltage of plus 10 percent and minus 10 percent, ensure the lamp wattage fluctuation does not exceed a total of 20 percent and ballast maintains lamp wattage within the following limits.
   a. 110 Watts minimum and 180 Watts maximum for 150 Watt nominal lamp rating
   b. 175 Watts minimum and 370 Watts maximum for 250 Watt nominal lamp rating
   c. 280 Watts minimum and 475 Watts maximum for 400 Watt nominal lamp rating
7. Ensure the ballast power factor, when tested at circuit voltage indicated on the plans, is not less than 90%.
8. Permanently and clearly mark ballast or fixture to indicate following:
   a. Lamp type
   b. Catalog number
   c. Voltage rating
   d. Connection diagram
   e. Manufacturer
   f. *UL listing

L. Meet the following electronic starting aid requirements and pass tests in accordance with Test Method Tex-1140-T, "Electronic Starting Aids of High Pressure Sodium Vapor Lighting Assembies."
1. Provide a starting pulse with an amplitude of 2500 volts minimum, 4000 volts maximum.
2. Ensure the pulse width is a minimum of 0.8 microseconds at 2250 volts.
3. Ensure the pulse occurs when the open circuit voltage is equal to or greater than 90 percent of peak open circuit voltage.
4. Ensure pulse repetition rate is a minimum of one per cycle.
5. Provide a pulse current of 0.18 amperes (min.).
6. Discontinue to pulse when, either,
   a. the lamp starts, or
   b. after a minimum of 3 minutes and a maximum of 10 minutes if the lamp fails to start.

M. Do not place fuses inside pole mounted luminaires. For wall mount or underpass mounted luminaires, provide internal 10 amp time-delay fuses.

N. Provide a two position terminal block for connecting supply wires which meet the following requirements:
1. Insulate using nylon, porcelain, or phenolic material. Ensure phenolic terminal block is of adequate construction as approved by the Department.
2. Fabricate terminals from nickel, tin plated brass, or aluminum.

O. Equip fixture with MOV surge protection in accordance with IEEE recommendations.
1. Connect MOV from line to neutral or from line to line.
2. Install MOV on the terminal block.

Lamp & Socket:

P. Provide *UL listed mogul base lamp sockets rated for 600 V, 1500 W that can withstand a 5000 V pulse. Meet *UL 496 requirements. Use porcelain-insulated lamp sockets with nickel plated copper alloy screw shells. Equip socket shell with a spring tensioned contact. Use nickel-plated copper alloy or stainless steel for the spring and contact.

Q. Supply and secure lamps inside the fixture that meet the following:
1. Use pre-qualified high pressure sodium (HPS) lamps from TxDOT's material producers list of the wattages shown on the plans. No alternatives allowed.
2. Average rated lamp life 30,000 hours.
3. Fully extinguish at end of usable lamp life and remain extinguished without cycling.
4. Do not provide lamps that burn at reduced output at end of life.
5. Meet the Federal Toxic Characteristic Leachate Procedure (TCLP) limits.

Performance:

R. Meet the following photometric requirements using published photometric data and photometric data obtained by testing sampled fixtures.
1. 150 Watt mast arm (underpass) mounted luminaire. Meet IESNA Cutoff requirements. Provide a minimum intensity of 0.20 foot-candle in a rectangular area measuring 110.0 ft. by 30.0 ft., when mounted in a level position as indicated on the properly mounted fixture level bubble 20.0 ft. above the midpoint of either long side of the surface area. Do not exceed 50:1 maximum to minimum horizontal illuminance uniformity ratio within the rectangular area.
2. 250-watt mast arm mounted luminaire. Meet IESNA Cutoff requirements. Provide a minimum intensity of 0.20 foot-candle in a rectangular area measuring 190.0 ft. by 45.0 ft., when mounted properly in a level position as indicated on the level bubble 40.0 ft. above the midpoint either long side of the surface area. Ensure light intensities along a line parallel to and 20.0 ft. in from the long side of this rectangular area do not decrease by more than 0.50 foot-candles in any 5.0 ft. interval along the line from 10.0 ft. to 90.0 ft. on both sides of the luminaire and provide a minimum intensity of 0.30 foot-candles at any point along the line. Do not exceed 20:1 maximum-to-minimum horizontal illuminance uniformity ratio within the rectangular area.
3. 400-watt mast arm mounted luminaire. Meet IESNA Cutoff requirements. Provide a minimum intensity of 0.20 foot-candle in a rectanglular area measuring 220.0 ft. by 60.0 ft. when mounted properly in a level position as indicated on the level bubble 50.0 ft. above the midpoint of either long side of the surface area. Ensure light intensities along a line parallel to and 30.0 ft. in from the long side of this rectangular area do not decrease by more than 0.75 foot-candle in any 10.0 ft. interval along the line from 10.0 ft. to 90.0 ft. on both sides of the luminaire and provide a minimum intensity of 0.30 foot-candle at any point along the line. Do not exceed 20:1 maximum-to-minimum horizontal illuminance uniformity ratio within the rectangular area.

S. Ensure photometric data is consistent from fixture to fixture. Match published photometric data (or approved photometric reports submitted during the prequalification process as the typical photometric output instead of published data) as follows:
1. Point of maximum candela within 5 degrees horizontally and vertically.
2. Maximum candela within 20% of published maximum candela.
3. Fixture efficiency within 10% of published efficiency.

* When reference is made to UL, it can be considered to mean a Nationally Recognized Independent Testing Lab (NRTL). Comperable standards of Canadian Standard Association, Electrical Testing Laboratories or Factory Mutual can be equal to the referenced UL standard.

DATE:
FILE:

Texas Department of Transportation
Traffic Operations Division

ROADWAY ILLUMINATION DETAILS
(RDWY ILLUM LIGHT FIXTURES)
RID(LUM1)-07

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		173

72A

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

Prequalification:

T. Use only pre-qualified fixtures. No alternates will be considered.
1. Only materials with approved product codes or designations from prequalified producers are accepted on bids. The Construction Division (CST) of the Texas Department of Transportation (TxDOT) maintains the material producers list of approved producer product codes or designations. Use the following website to view this list:
http://www.dot.state.tx.us/business/producer _list.htm
Use of prequalified material does not relieve the contractor of the responsibility to provide materials that meet the specifications. All materials, including those shown on the prequalified material list, may be inspected and tested at any time and may be rejected if not in compliance with the specifications.
2. Notify the Department in writing as to which fixture from the prequalified list of approved fixtures will be supplied on each project.
3. To have a fixture listed as pre-qualified:
a. Submit a sample of each type of luminaire and all pertinent data, including published photometric data and recently tested photometric data (IES format, both "averaged" and both sides of "un-averaged" data) to:
TXDOT- TRF 118 East Riverside Dr. Austin, TX 78704
b. Demonstrate a commitment to quality.
c. Submit the following documentation:
1. QA/QC program documentation with the following minimum requirements:
a. Written statement of the companies QA/QC policy.
b. QA/QC person employed that has special QA/QC training and has QA/QC as their primary job responsibility.
c. A written procedure specifically for handling orders for fixtures built to TxDOT specifications.
d. A written procedure for keeping track of fixtures built, certified, and tested for TxDOT orders.
e. A check list of features for TxDOT fixtures with QA/QC person signature.
2. Fixture UL certification
3. IP 65 certification
4. 3G certification
5. Aluminum casting and paint analysis
6. Socket, MOV, and shutoff ignitor data
7. Stainless steel and aluminum bracket data
8. Ballast electrical data
9. Photometric data
10. Lamp data
d. Prequalification samples, if approved, will not be returned to the manufacturer but will be retained by the the Department for comparison testing. Once a fixture has been approved, do not change any material or manufacturing method without prior approval of the Department. Unapproved changes will result in rejection of the fixture.
e. In addition, luminaires will be tested for compliance with this specification. Luminaires that inconsistently pass testing or that are inconsistent with published photometric information will be removed from the pre-qualified list at the discretion of the Department.

Sampling:

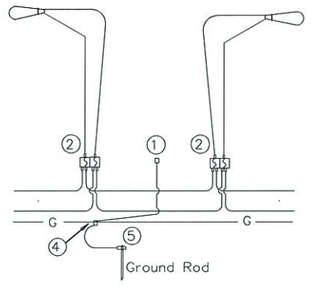
U. Sample in accordance with Test Method Tex-1110-T, "Sampling Lighting Assemblies."

Manufacturer Warranty:

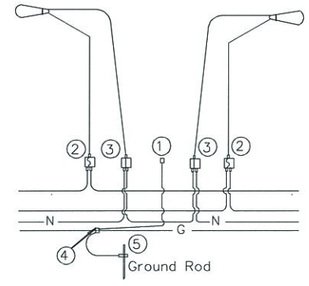
V. Replace failed fixtures, when non-operable due to defects in materials or workmanship within five years of installation with a fixture that passes all testing, delivered to the project location. Lamps and photocells are subject to the warranties of their respective manufacturers.

Testing:

W. Conduct electrical testing required in the Ballast section. Provide photometric testing of fixtures. Test fixtures at the following rates.
1. Manufactuer Testing. Before fixtures are shipped from the manufacturer, test fixtures as follows. From each lot or manufacturing run, select one completed fixture of each 25, with a minimum of 2 and a maximum of 5. Test photometrics at an independent test lab inspected and approved by TxDOT. Electrical testing may be performed at manufacturer's facility.
a. Provide IES photometric report in two formats:
1. Standard averaged format for asymmetric fixtures.
2. Un-averaged format showing both sides. Un-averaged data may be supplied in two files or as approved by the Department.
b. Provide electrical and photometric test data directly to TRF-TE electronically for evaluation prior to shipping fixtures to the project. Do not ship fixtures until test data for each lot is approved by TRF-TE.
c. Provide the following information on test reports:
1. TxDOT's Control-Section-Job number, maintenance contract number, or purchase order number the fixtures are assigned to,
2. a unique fixture test number per fixture,
3. date of manufacture, and
4. quantities supplied and lot number per fixture type.
d. Write the unique lab report number on the top of the fixture housing with permanent marker. Ensure the test lab retains the results for 5 years. Provide the Department access to documentation.
e. Retain records of manufacturing lots, test reports, lot quantities, and other pertinent details. Submit records to the Department upon request.
f. Submit to TRF-TE a daily shipment report for shipments to each job.
g. Make available to TxDOT inspectors upon request, all manufacturing facilities involved in the production of fixtures for use on Department projects, inventories of fixtures produced to Department specifications, and records of fixture testing and tracking.
2. Departmental Test Reporting. Departmental test reports will be issued in accordance with Tex 1110-T.



FOR THREE-WIRE CIRCUIT-CENTER GROUNDED
LUMINAIRES SERVED AT 480V ON 240 ∉80 VOLT SERVICE OR LUMINAIRES SERVED AT 240V FOR FOR 120 /240 VOLT SERVICE.



FOUR-WIRE CIRCUIT-CENTER GROUNDED
LUMINAIRES SERVED AT 240V
(240/480 VOLT SERVICE)

NOTES:

① Use 1/2 in.-13 UNC threaded, copper or tin-plated copper, pole bonding connector, sized appropriately for conductors.
②③ Use pre-qualified Breakaway Connectors for both T-Base and Shoe-Base installations.
④ Split Bolt or other connector.
⑤ Use Ground Rod Clamp listed for its intended purpose (i.e. concrete, direct burial...)

Texas Department of Transportation
Traffic Operations Division

ROADWAY ILLUMINATION DETAILS

(RDWY ILLUM LIGHT FIXTURES)

RID(LUM2)-07

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS

CONT	SECT	JOB	HIGHWAY
0921	02	323	MILE 2 RD
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		174

728

DATE:
FILE:

During the planning phase of project development, the following Environmental Permits, Issues and Commitments have been developed during coordination with resource agencies, local governmental entities and the general public. Any change orders and/or deviations from the final design must be reported to the Engineer prior to the commencement of construction activities as additional environmental clearances may be required.

I. Clean Water Act, Section 402: Stormwater Pollution Prevention

Action Items Required : ☐ No Action Required

1. ☒ The contractor must implement the SW3P by installing Best Management Practices (BMPs) as indicated in the construction plans and maintained appropriately throughout construction. BMPs must be in place prior to the start of construction. The SW3P may need to be revised as necessary as construction progresses.
2. ☒ For all construction PSL's off the ROW, the contractor must certify compliance with all applicable laws, rules and regulations pertaining to the preservation of cultural resources, natural resources and the environment.
3. ☒ Based on the acreage of impact, select the appropriate box below:

   ☐ This project will disturb less than 1 acre of soil and is not part of a larger common plan of development; therefore, a NOI and TPDES Site Notice are not required for this project.

   or

   ☐ This project will disturb equal to or more than 1 acre of soil but less than 5 acres; therefore a NOI is not required but a TPDES Site Notice is required. The Construction Site Notice (CSN) is required to be posted at the construction site in a publicly accessible location for review by the public, TCEQ, EPA and other Inspectors.

   or

   ☒ This project will disturb equal to or more than 5 acres of soil and will require a NOI and TPDES Site Notice. The NOI and Site Notice are required to be posted at the construction site in a publicly accessible location.

4. ☒ Need to address MS4 requirements (Cameron & Hidalgo Counties only) ☐ MS4 requirements not needed

II. Clean Water Act, Sections 401 and 404 Compliance

Action Items Rquired : ☐ No Action Required

1. ☒ Filling, dredging or excavating in any water bodies, rivers, creeks, streams, wetlands or wet areas is prohibited unless specified in the USACE permit and approved by the Engineer. The contractor shall adhere to all agreements, mitigation plans, and BMPs required by the NWP as regulated by the USACE.

   The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

   ☒ No Permit Required
   ☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
   ☐ Nationwide Permit 14 - PCN Required (1/10th to <1/2 acre, 1/3 in tidal waters)
   ☐ Individual 404 Permit Required
   ☐ Other Nationwide Permit Required: NWP* _____

2. ☒ The contractor is responsible for obtaining new or revised Section 404 permit(s) for Contractor initiated changes in construction methods that change Impacts To Waters Of The U.S., including wetlands. The Contractor will ensure that the water quality of the State will be maintained and not degraded.

3. ☒ Best Management Practices for applicable 401 General Conditions:

General Condition 12 - Categories I and II BMPs required

Category I (Erosion Control)

☒ Temporary Vegetation	☐ Diversion Dike
☐ Blankets, Matting	☐ Erosion Control Compost
☐ Mulch	☐ Mulch Filter Berms and/or Socks
☐ Sod	☒ Compost Filter Berms and/or Socks
☐ Interceptor Swale	☐ Compost Blankets

Category II (Sedimentation Control)

☒ Silt Fence	☐ Erosion Control Compost
☒ Rock Berm	☐ Mulch Filter Berms and/or Socks
☐ Triangular Filter Dike	☒ Compost Filter Berms and/or Socks
☐ Sand Bag Berm	☐ Stone Outlet Sediment Traps
☐ Hay (Straw) Bale Dike	☐ Sediment Basins
☐ Brush Berms	

General Condition 21 - Category III BMPs required

Category III (Post-Construction TSS Control)

☐ Vegetative Filter Strips	☐ Mulch Filter Berms and/or Socks
☐ Retention/Irrigation	☒ Compost Filter Berms and/or Socks
☐ Extended Detention Basin	☐ Vegetation-Lined Ditches
☐ Constructed Wetlands	☐ Sand Filter Systems
☐ Wet Basins	☐ Grassy Swales
☐ Erosion Control Compost	☐ Sedimentation Chambers

4. ☒ Other Project Specific Actions:

   1. Must comply with all the requirements of Special Specification Item No. 1122-011
   2.
   3.
   4.

III. Cultural Resources

Action Items Required : ☐ No Action Required

1. ☒ Refer to the 2004 TxDOT Standard Specifications For Construction And Maintenance Of Highways, Streets, And Brides, Item 7.19.A, in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.
2. ☐ Other Project Specific Actions:

   1.
   2.
   3.

IV. Vegetation Resources

Action Items Required : ☐ No Action Required

1. ☒ In accordance with the 2004 TxDOT Standard Specifications; Item 164 - Seeding For Erosion Control; provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed by the Engineer for all seeding and replanting of right of way where possible.
2. ☒ In accordance with Executive Order 13112 on invasive species and the Executive Memorandum on Beneficial Landscaping, native species of plants shall be used for all seeding and replanting of right of way where possible for rural roadways (TxDOT Special Provision 164-006).
3. ☒ Avoid or minimize the clearing of woody vegetation.
4. ☒ Other Project Specific Actions:

   1. Vegetation adjacent to the ROW line would be protected and preserved.
   2. Brush and shrubs in the roadway section to be obliterated will be allowed to naturally invade/encroach this area.
   3.
   4.

V. Federal Listed, and Proposed Threatened and Endangered Species, Critical Habitat, State Listed Species, Candidate Species and Migratory Birds

Action Items Required : ☐ No Action Required

1. ☒ Under the Migratory Bird Treaty Act of 1918 (MBTA), codified at 16 U.S.C. 703-712 and as enforced by the USFWS, the proposed construction work will not remove active nests from bridges, trees, ground and other structures during migratory bird nesting season, (February 1st. through November 1st.). If the Contractor needs to perform work within right of way during nesting season, a qualified Biologist shall conduct a survey to determine if nests are present. If present, Contractor shall maintain a minimum 25 foot buffer zone of vegetation around the nest until the young have fledged or the nest is not occupied. A MBTA Nest Survey Form may be obtained from the Pharr District Office Environmental Section.
2. ☒ If caves or sinkholes are discovered, cease work in the immediate area and contact the Engineer immediately.
3. ☒ There is the potential for the presence of state-listed species & species of concern in the project area and state law prohibits the taking (incidental or otherwise) of state-listed species. Taking is defined as the collection, hooking, hunting, netting, shooting, or snare by any means or devices. If any listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately.

   List of Species: Cactus Ferruginous Pygmy Owl, Texas Botten's Sparrow, Western Burrowing Owl, Plain Spotted Skunk, Black Stripped Snake, White lipped Frog, Texas Tortoise, South Texas Siren (Large Form), Black Spotted Newt, Sheep Frog, Texas Indigo Snake, Texas Horned Lizard, and Mexican Mud-Plantain.

4. ☐ Other Project Specific Actions:

   1.
   2.
   3.
   4.

VI. Hazardous Materials on Contamination Issues

Action Items Required : ☐ No Action Required

☒ **General (applies to all projects):**

Comply with the Hazard Communication Act (HCA) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used.

Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labelling as required by the HCA.

Maintain an adequate supply of on-site spill response materials as indicated in the MSDS. In the event of a spill, take immediate action to mitigate the spill as indicated in the MSDS and in accordance with safe work practices. Contact the TxDOT Pharr District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- Dead or distressed vegetation (identified as not normal)
- Trash piles, drums, canisters, barrels, etc.
- Undesirable smells or odors
- Evidence of leaching or seepage of contaminant substances

Any other evidence indicating possible hazardous materials or contamination discovered on site.

1. ☒ If potentially hazardous material and/or contaminated media (i.e.: soil, groundwater, surface water, sediment, building materials) are unexpectedly encountered during construction, assure that such materials and contamination are handled according to applicable federal and state regulations, cease work in the immediate area and contact the Engineer immediately.
2. Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

   ☐ Yes ☒ No

   If "No", then no further action required.
   If "Yes", then TxDOT is responsible for completing an asbestos assessment/inspection.

3. Are the results of the asbestos inspection positive (is asbestos present)?

   ☐ Yes ☒ No

   If "Yes", then TxDOT must retain a Texas Department of State Health Services (DSHS) licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled abatement activities and/or demolition.

   If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

4. ☐ The Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and an Asbestos Consultant in order to minimize construction delays and subsequent claims.

VII. Other Environmental Issues

Action Items Required : ☐ No Action Required

1. ☒ Noise

   Contractor shall make every reasonable effort to minimize construction noise through abatement measures such as work hour controls and proper maintenance of equipment mufflers.

2. ☒ Air

   Contractor shall practice common dust control techniques such as surface chemical treatment or watering of unpaved road surfaces and vehicle speed reduction shall be implemented to minimize and prevent airborne dust during construction.

Pharr District Contact No. 956-702-6100

Revised 11/13/2012

List of Abbreviations

BMP: Best Management Practice
CGP: Construction General Permit
DSHS: Texas Department of State Health Services
FEMA: Federal Emergency Management Agency
FHWA: Federal Highway Administration
MOA: Memorandum of Agreement
MOU: Memorandum of Understanding
MS4: Municipal Separate Stormwater Sewer System
MBTA: Migratory Bird Treaty Act
NOI: Notice of Intent
NOT: Notice of Termination
NWP: Nationwide Permit
PCN: Pre-Construction Notification
PSL: Project Specific Location
SPCC: Spill Prevention Control and Countermeasure
SW3P: Storm Water Pollution Prevention Plan
TCEQ: Texas Commission on Environmental Quality
THC: Texas Historical Commission
TPDES: Texas Pollutant Discharge Elimination System
TPWD: Texas Parks and Wildlife Department
TxDOT: Texas Department of Transportation
T&E: Threatened and Endangered Species
USACE: U.S. Army Corp of Engineers
USFWS: U.S. Fish and Wildlife Service

Texas Department of Transportation
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PHARR DISTRICT

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)

FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
6			MILE 2
STATE	DISTRICT	COUNTY	
TEXAS	PHR	HIDALGO	SHEET NO.
CONTROL	SECTION	JOB	
0921	02	323	175

Date Printed: X-X-XX

SITE DESCRIPTION

PROJECT LIMITS:
FROM: LA HOMA RD.
TO: MOOREFIELD RD.

PROJECT SITE MAPS:

Project Location Map: See Title Sheet (Sheet 1), and Project Layout (Sheet 3)
Drainage Patterns: See Drainage Area Maps (Sheets 114-116)

Major Controls and Locations of Stabilization Practices: See SW3P Layouts (Sheets 177-179)

Surface Waters and Discharge Locations: See U&D Layouts (Sheets 122-127)

PROJECT DESCRIPTION:
Reconstruction of an existing two lane rural roadway to a four lane urban roadway consisting of grading, flexible base, lime treated subgrade, asphaltic concrete pavement flashing beacons, traffic signals, signing, pavement markings, and storm drain structures.

MAJOR SOIL DISTURBING ACTIVITIES:
The drainage system, consisting of drainage pipes, inlets, and manholes, will be installed. Excavation and Embankment will be utilitilzed to build the roadway through out the entire project.

TOTAL PROJECT AREA: 7 Acres

TOTAL AREA TO BE DISTURBED: 7 Acres (100%)

WEIGHTED RUNOFF COEFFICIENT:
Before Construction: 0.66
After Construction: 0.76

EXISTING CONDITION OF SOIL & VEGETATIVE
Grassy area existing between the existing Right-Of-Way and the existing roadway.

NAME OF RECEIVING WATERS:
Outfall #1 drains into the Mission Lateral

ENDANGERED SPECIES, DESIGNATED CRITICAL HABITAT AND HISTORICAL PROPERTY:
There are a potential presence of Species of Concern (SOC) within th eproject area that Includes: Ferruginous Pygmy Owl, Texas Botteri's Sparrow, Western Burrowing owl, Plain Spotted Skunk, Texas Indigo snake, Black striped snak, Texas Horned Lizard, Texas Tortoise, South Texas Siren (Large form and Siren SD 1), Black-spotted newt, Mexican treefrog, Sheep frog, White Lipped Frog and Mexican Mud-plantain.

State law prohibits the taking (incidental or otherwise) of state listed Species of Concern, where take is defined as its collection, hooking, hunting, netting, shooting, or snare by any means or devices.

The documentation satisfying TPDES Construction General Permit eligibility pertaining to the existence or of any protective action taken with regards to endangered species or designated critical habitat or historical property in this project area is contained in the project's Environmental Impact Study and can be viewed under the State Open Records Act at the address shown below:

TEXAS DEPARTMENT OF TRANSPORTATION
PHARR DISTRICT HEADQUARTERS
ATTN: ENVIRONMENTAL COORDINATOR
600 W. EXPRESSWAY 83
PHARR, TX 78577
PHONE: 956-702-6100

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- T TEMPORARY SEEDING
- ___ MULCHING (Hay or Straw)
- ___ BUFFER ZONES
- ___ PLANTING
- P SEEDING
- ___ SODDING
- T BIODEGRADABLE EROSION CONTROL SOCKS
- ___ PRESERVATION OF NATURAL RESOURCES
- ___ FLEXIBLE CHANNEL LINER
- ___ RIGID CHANNEL LINER
- ___ SOIL RETENTION BLANKET
- ___ COMPOST MANUFACTURED COMPOST
- ___ OTHER: (Specify Practice)

STRUCTURAL PRACTICES: (Select T = Temporary or P = Permanent, as applicable)

- T SILT FENCES
- T BIODEGRADABLE EROSION CONTROL SOCKS
- ___ HAY BALES
- T ROCK FILTER DAMS
- ___ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- ___ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- ___ DIVERSION DIKE AND SWALE COMBINATIONS
- ___ PIPE SLOPE DRAINS
- ___ PAVED FLUMES
- ___ ROCK BEDDING AT CONSTRUCTION EXIT
- T TIMBER MATTING AT CONSTRUCTION EXIT
- ___ PIPE MATTING OR EQUAL AT CONSTRUCTION EXIT
- ___ CHANNEL LINERS
- ___ SEDIMENT TRAPS
- ___ SEDIMENT BASINS
- ___ STORM INLET SEDIMENT TRAP
- ___ STONE OUTLET STRUCTURES
- P CURBS AND GUTTERS
- P STORM SEWERS
- ___ VELOCITY CONTROL DEVICES
- ___ OTHER: (Specify Practice)

STORM WATER MANAGEMENT:
Storm water drainage will be managed by storm drain networks. This storm drain network will carry drainage within the ROW and ultimately to the designated outfall.

STORM WATER MANAGEMENT ACTIVITIES:
The order of activities will be as follows:
1.- Install perimeter controls, clear R.O.W. on side where construction will take place.
2. Install Proposed trunk lines/inlets, Install silt fences, erosion control logs, and rock filter dams along roadway, storm sewer networks, and outfalls as shown on the SW3P layouts.
3. Construct proposed roadway.
4. Construct roadway section up to the first 1.5" layer of ACP.
5. Seed each section completed with temp. seeding from edge of pavement to right of way line.
6. Once all construction activity is complete, place permanent seeding from edge of pavement to right of way line.

All work shall be done according to plans or as instructed by the engineer.

NON-STORM WATER MANAGEMENT DISCHARGES:
Non-storm water discharges should be filtered, or held in retention basins, before being allowed to mix with storm water. These discharges consist of non-polluted ground water, spring water, foundation and/or footing drain water; and water used for dust control, pavement washing and vehicle wastewater containing no detergents.

OTHER REQUIREMENTS & PRACTICES

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways shall have priority followed by devices protecting storm sewer inlets.

INSPECTION: For areas of the construction site that have not been finally stabilized, area used for storage of materials, structural control measures, and locations where vehicles enter or exit the site, personnel provided by the permittee and familiar with the SW3P must inspect disturbed areas at least once every fourteen (14) calendar days and within twenty-four (24) hours of the end of a storm event 0.5 inches or greater.

WASTE MATERIALS: All waste materials will be collected and stored in a securely lidded dumpster. All trash and construction debris from the site will be deposited as necessary at a local dump. No construction waste material will be buried on site.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING): At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill Coordinator should be contacted immediately. Emptying of excess concrete should not be allowed on site. Likewise, washout of concrete trucks should not be performed on site. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.

SANITARY WASTE: All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

OFFSITE VEHICLE TRACKING: The Contractor shall be rquired, on a regular basis or as may be directed by the Engineer, to dampen haul roads for dust control, stabilize construction entrances and to remove excess dirt from the roadway.

MANAGEMENT PRACTICES: (Example Below - May be used as applicable, revised or expanded)
1. Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wet land, water body or stream bed.
2. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants.
3. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, or debris or other obstructions placed during construction operations that are not a part of the finished work.

OTHER:
1. Construction Materials List of materials stored on job site to be provided by Contractor.
2. The project SW3P File shall be located at the project field office or within the Contractor's mobile office at all times and shall contain the N.O.I., CGP, Signature Authorization, Certification/Qualification Statements, Inspection Reports, Required Maps, and the TPDES Permit, Part II. This File to be persented to authorized State and Federal Agents upon request.

Reserved Space For Seal

STATE OF TEXAS
DAMIEN B. TIJERINA
104828
LICENSED
PROFESSIONAL ENGINEER

5/2/2014

P.E.

Signature of Registrant & Date

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Texas Department of Transportation

TxDOT STORM WATER POLLUTION PREVENTION PLAN (SW3P)

REV. 11/12 SW3P.DGN

FED.RD. DIV.NO.	PROJECT NO.		SHEET NO.
6			176
STATE	DIST.	COUNTY	
TEXAS	PHARR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	02	323	MILE 2

STA. 9+87.40
END INCIDENTAL CONST.
(MATCH. EXIST. PAVEMENT)
CSJ:0921-02-323

STA. 5+78.30
BEGIN INCIDENTAL CONST.
(MATCH. EXIST. PAVEMENT)
CSJ:0921-02-323

STA. 10+10.59
BEGIN RECONSTRUCTION
(MATCH. EXIST. PAVEMENT)
CSJ:0921-02-323

POT 5+30.71
POT 5+78.30
POT 6+78.40
POT 10+00.00
N 8° 28' 14.08" E
S 83° 47' 28.30" E
S 81° 06' 21.99" E
6+00
7+00
8+00
9+00
10+00
11+00
12+00
13+00
14+00
15+00
16+00
IRRIGATION LINE
LA HOMA ROAD
PC 10+66.46
EXIT TY 2
AS DIRECTED BY
THE ENGINEER
SCF-1
INSTALLED
REMOVED
SCF-2
INSTALLED
REMOVED
SCF-3
INSTALLED
REMOVED
SCF-4
INSTALLED
REMOVED
TECL-1
INSTALLED
REMOVED
TECL-2
INSTALLED
REMOVED
TECL-3
INSTALLED
REMOVED
TECL-4
INSTALLED
REMOVED
CI-ST
SCF
RFD1
PROP. R.O.W.
EXIST. R.O.W. LINE
A-OUT
A-MH2
A-10
80.00'
MATCH LINE STA. 16+00

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
1122-2048	BIO ERSN LOGS (12")	LF	80
1122-2017	CONST EXITS (INST)(TY 2)	SY	78
1122-2019	CONST EXITS (REMOVE)	SY	78
1122-2037	TEMP SED CONT FENCE (INSTALL)	LF	60

LEGEND:

CI-ST	TEMP ERSN CONT LOGS (20 LF)
SCF	15 LF SED CONT FENCE ALONG ROADSIDE DITCH 500' USUAL SPACING
RFD1	ROCK FILTER DAM (TYPE 2)

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104828
LICENSED PROFESSIONAL ENGINEER
5/2/2014

THE COUNTY OF HIDALGO TEXAS

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L&G Engineering
Texas Registered Engineering Firm F-4105
Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
SW3P LAYOUTS
STA. 10+00 TO STA. 16+00

SCALE:
HOR. - 1"=100'
VER. -

SHEET 1 OF 3

DN: L.S.	FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN: D.B.T.	6	TX				177
DW: L.S.	STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW: D.B.T.	21	HIDALGO	0921	02	323	MILE 2
TR:						
CK TR:						

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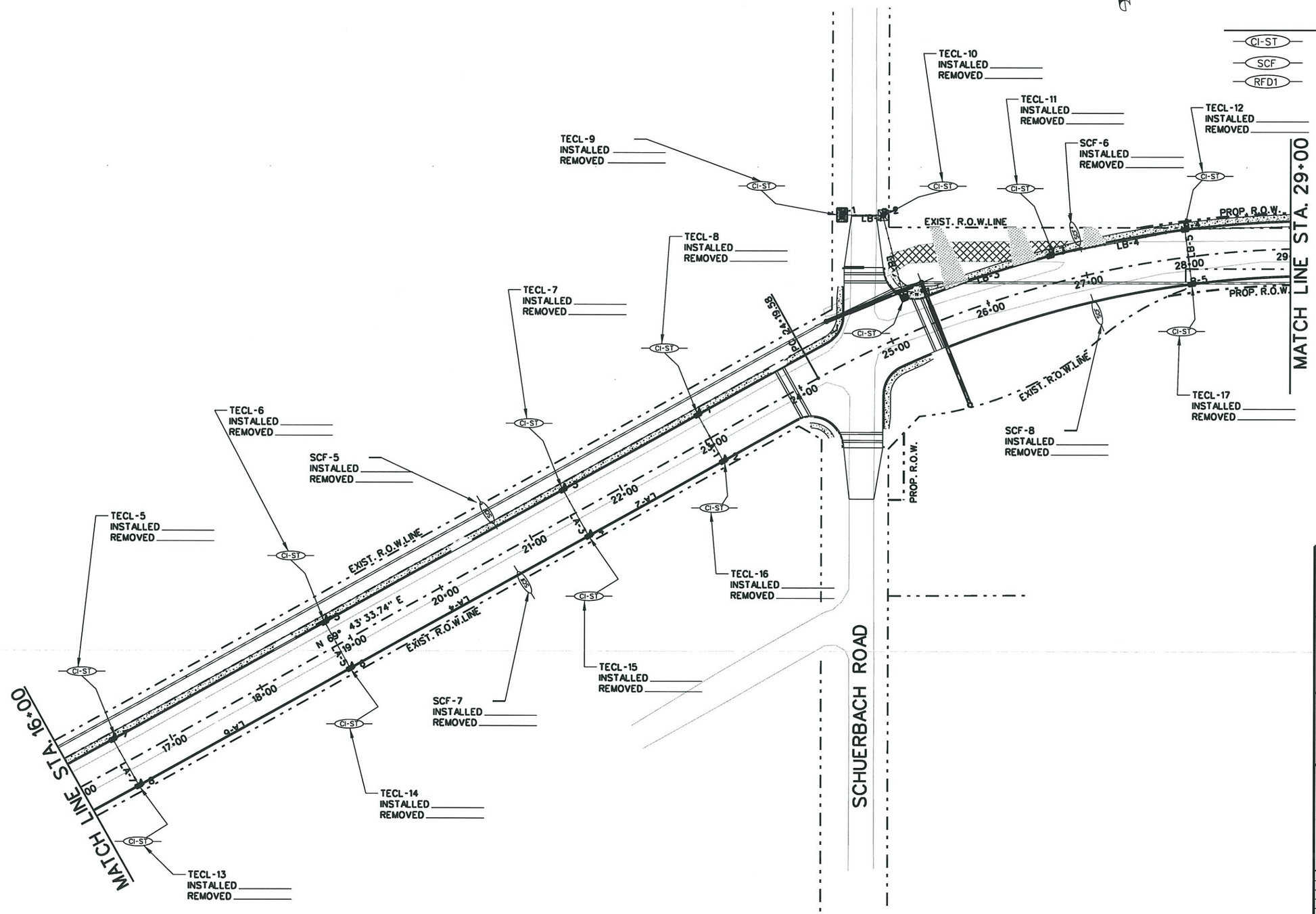
SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
1122-2048	BIO ERSN LOGS (12")	LF	280
1122-2037	TEMP SED CONT FENCE (INSTALL)	LF	60

LEGEND:

CI-ST	TEMP ERSN CONT LOGS (20 LF)
SCF	15 LF SED CONT FENCE ALONG ROADSIDE DITCH 500' USUAL SPACING
RFD1	ROCK FILTER DAM (TYPE 2)



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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
SW3P LAYOUTS
STA. 16+00 TO STA. 29+00

SCALE:
HOR. = 1"=100'
VER. =

SHEET 2 OF 3

DN: L.S.	CK DN: D.B.T.	DW: L.S.	CK DW: D.B.T.	TR:	CK TR:

FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
6	TX					178
STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.	
21	HIDALGO	0921	02	323	MILE 2	

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SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
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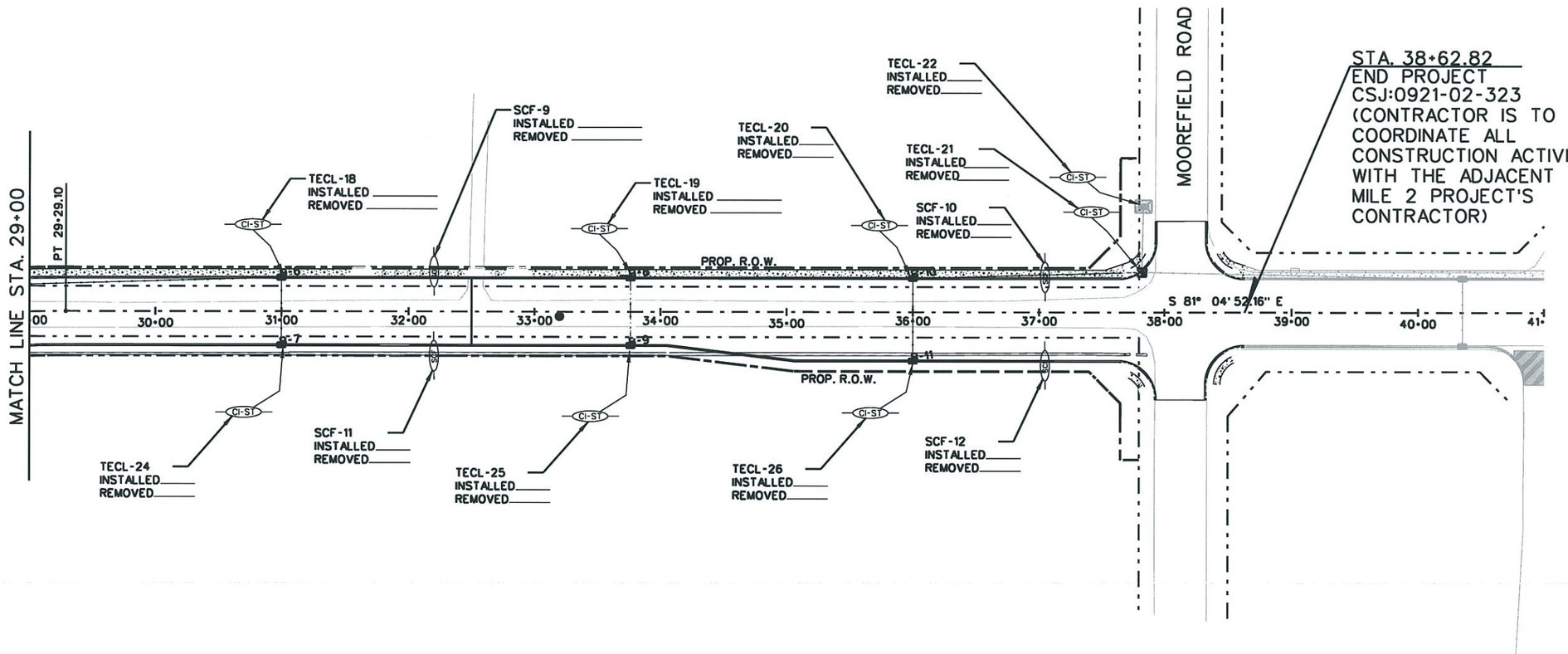
1122-2037	TEMP SED CONT FENCE (INSTALL)	LF	60

LEGEND:

CI-ST	TEMP ERSN CONT LOGS (20 LF)
SCF	15 LF SED CONT FENCE ALONG ROADSIDE DITCH 500' USUAL SPACING
RFD1	ROCK FILTER DAM (TYPE 2)



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5/2/2014

COUNTY OF HIDALGO TEXAS

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Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing

MILE 2 NORTH
SW3P LAYOUTS
STA. 29+00 TO STA. 38+62.82

SCALE:
HOR. - 1"=100'
VER. -

SHEET 3 OF 3

DN: L.S.		FED. RD. DIV. NO.	STATE	PROJECT NO.				SHEET NO.
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CK TR:								

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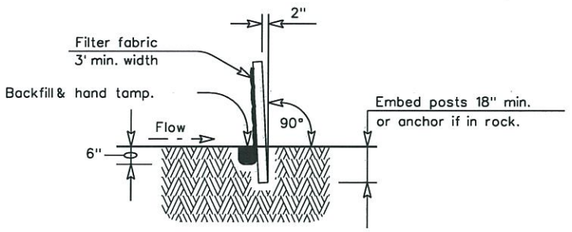
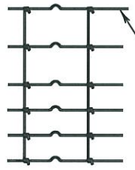
FILE:



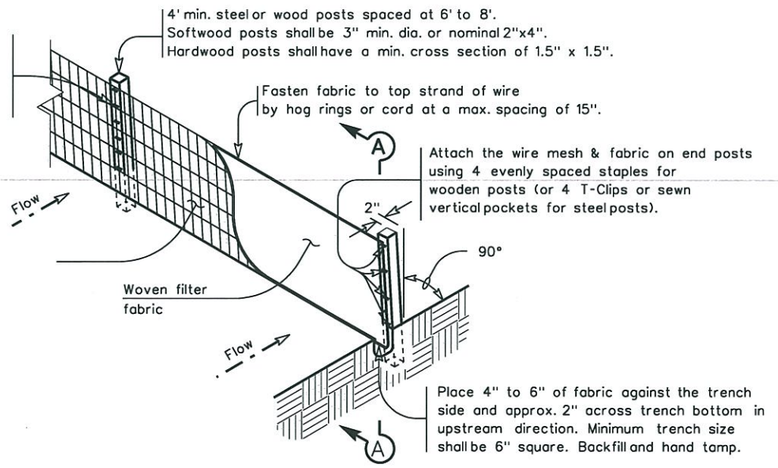
SECTION A-A

Galv. Hinge joint knot woven mesh (12.5 Ga. Min.) requires a minimum of five horizontal wires spaced at a max.12 inches apart and all vertical wires spaced at a max. 12 inches apart.



Hinge Joint Knot Woven Mesh (Option)

Connect the ends of successive reinforcement sheets or rolls a min. of 6 times with hog rings.



TEMPORARY SEDIMENT CONTROL FENCE

SCF

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

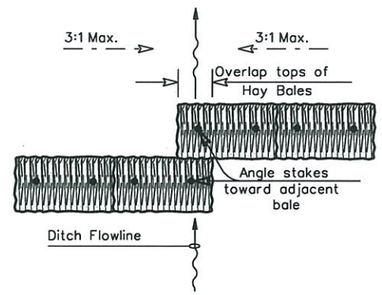
PLAN SHEET LEGEND

Sediment Control Fence — SCF

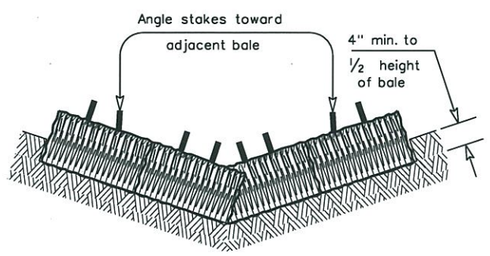
SEDIMENT CONTROL FENCE USAGE GUIDELINES

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.



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay — BH

BALED HAY USAGE GUIDELINES

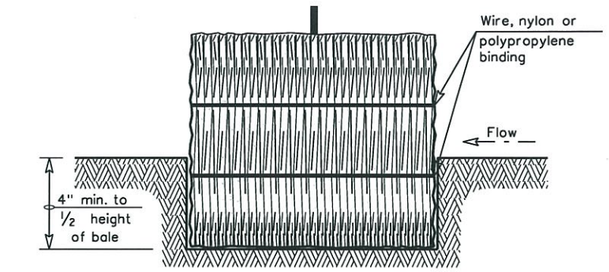
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate 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 ½ acre.

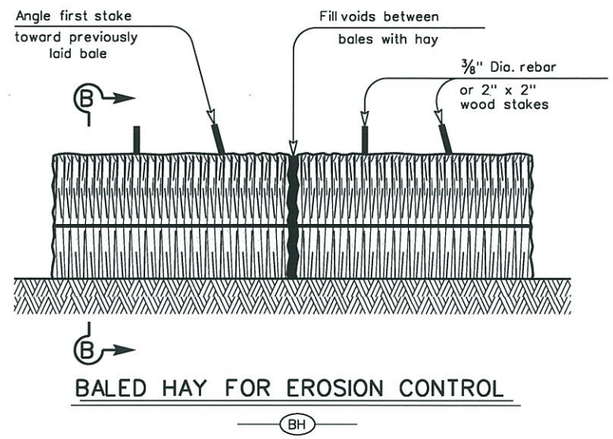
For Baled Hay installations in small ditches, the additional following considerations apply:

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

BH

GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible ½ 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 ⅜" Dia. rebar or 2" x 2" 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.

Texas Department of Transportation
Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & BALED HAY

EC(1)-09

FILE: ec109.dgn	DN: TxDOT	CK: AM	DW: TV	CK: BD
©TxDOT June 1993	CONT	SECT	JOB	HIGHWAY
2 REVISIONS	0921	02	323	MILE 2
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		180

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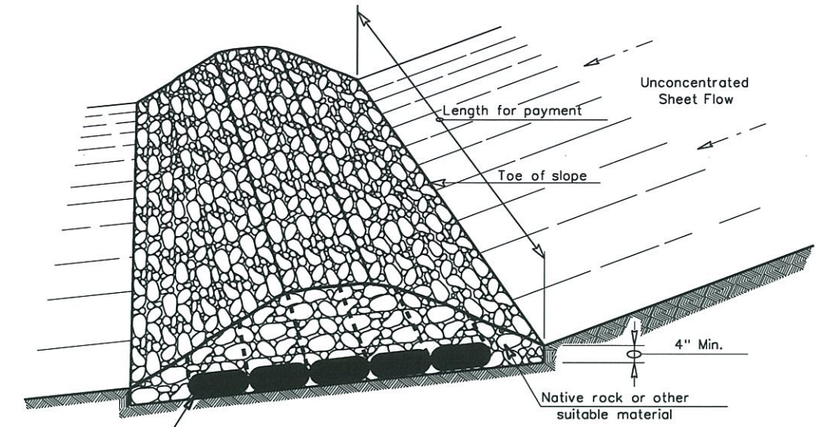
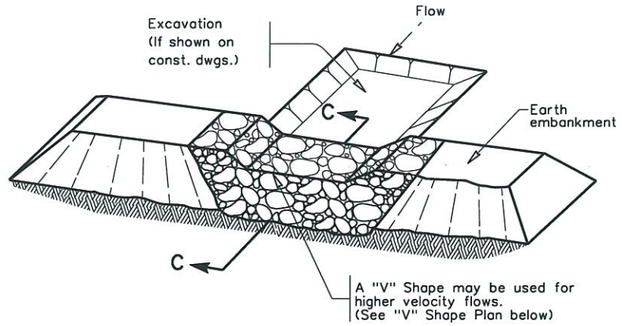


FILTER DAM AT TOE OF SLOPE

RFD1

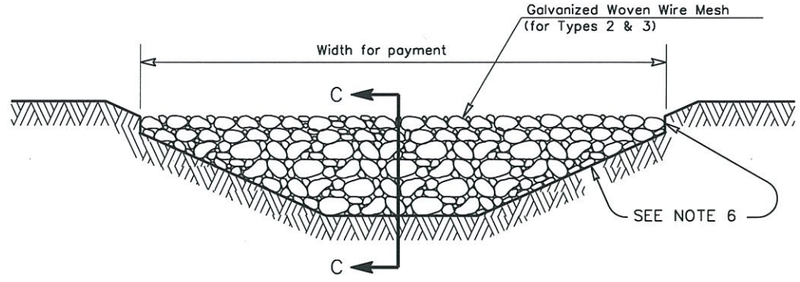
TYPE 1



FILTER DAM AT SEDIMENT TRAP

RFD1 — OR — RFD2

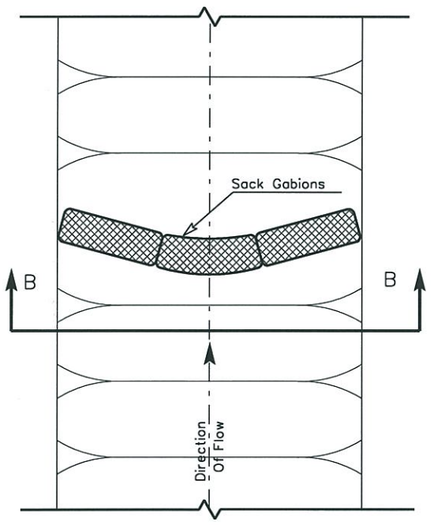
TYPE 1 OR TYPE 2



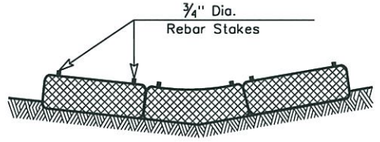
FILTER DAM AT CHANNEL SECTIONS

RFD1 — OR — RFD2 — OR — RFD3

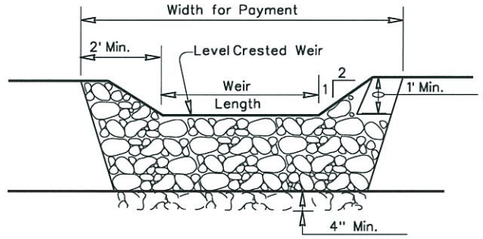
TYPE 1 OR TYPE 2



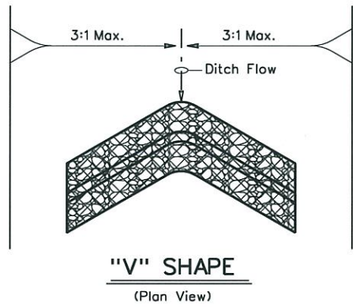
PLAN VIEW



SECTION B-B

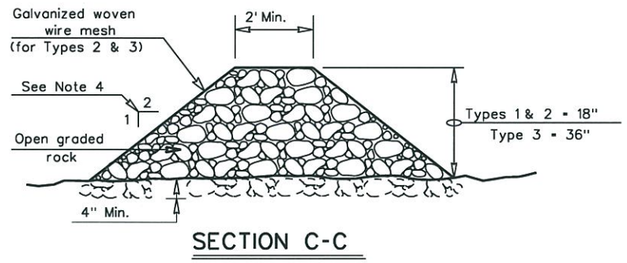


PROFILE



"V" SHAPE

(Plan View)



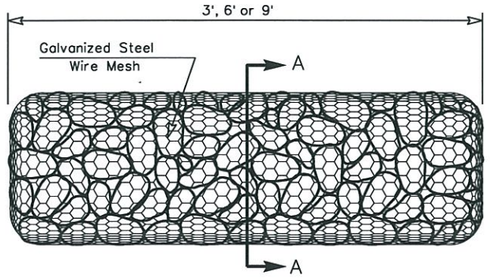
SECTION C-C

PLANS SHEET LEGEND

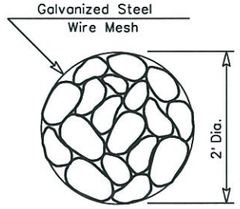
Type 1 Rock Filter Dam — RFD1

Type 2 Rock Filter Dam — RFD2

Type 3 Rock Filter Dam — RFD3



TYPE 4 (SACK GABIONS)



SECTION A-A

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 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 an erosion control dam.

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 ¾" dia. 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.

Texas Department of Transportation
Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-93

FILE: ec293.dgn	DN: TxDOT	CK: HEJ	DW: BD	CK:
© TxDOT June 1993	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	323	MILE 2
	DIST	COUNTY		SHEET NO.
	21	HIDALGO		181

DATE:
FILE:

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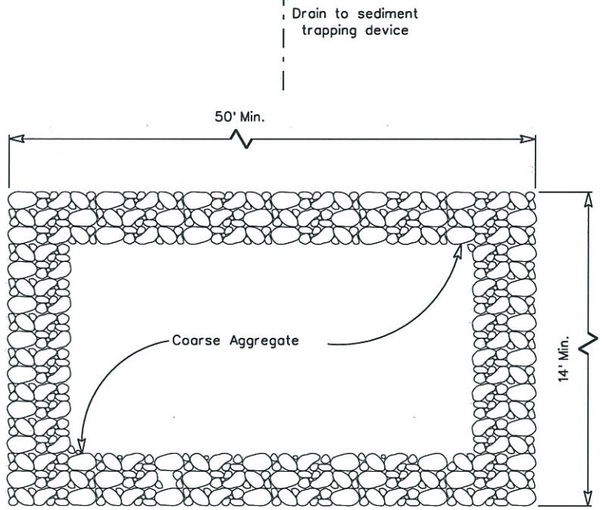
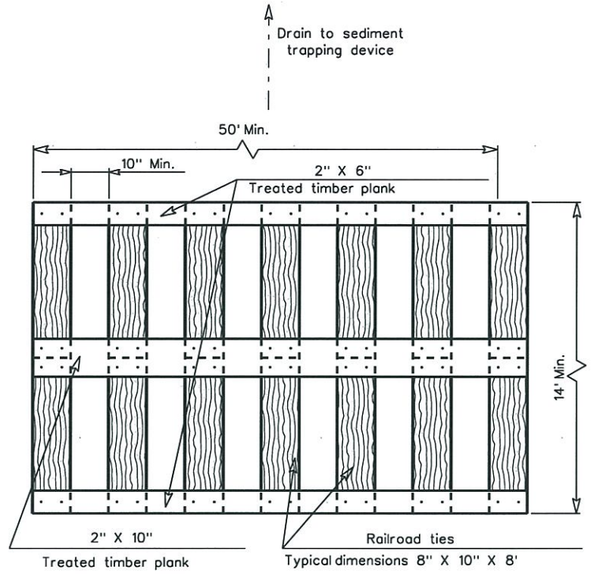


PLAN



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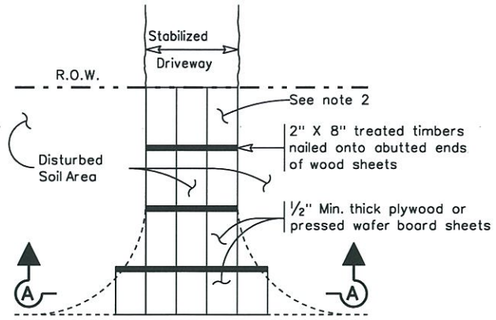
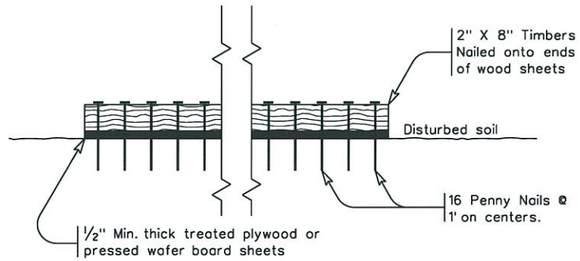
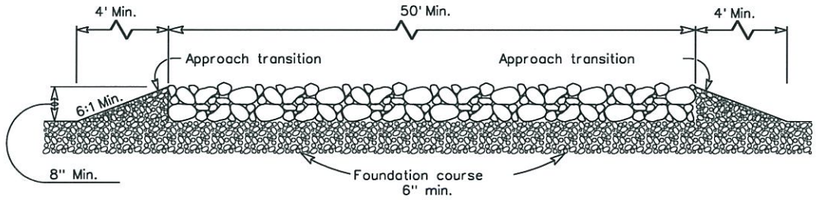


PLAN



SECTION A-A

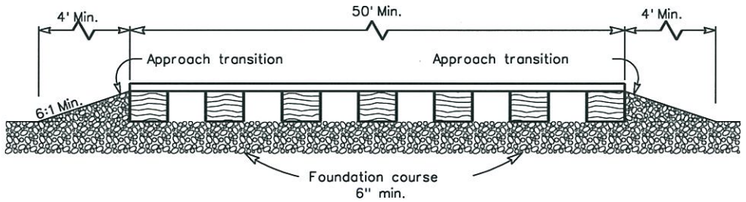


PROFILE

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.



PROFILE

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 ties with ½"x 6" 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 min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation
Design Division Standard

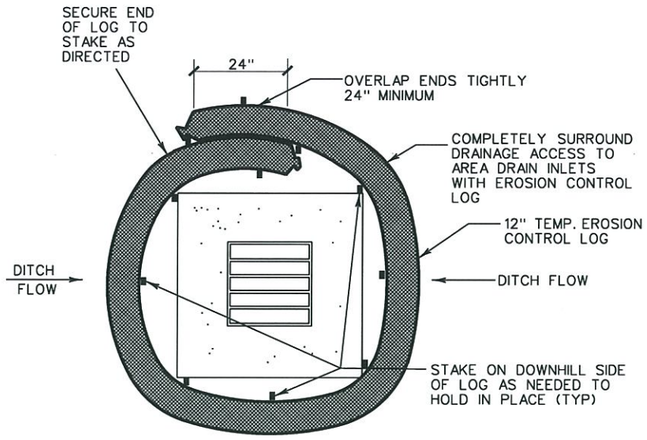
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-93

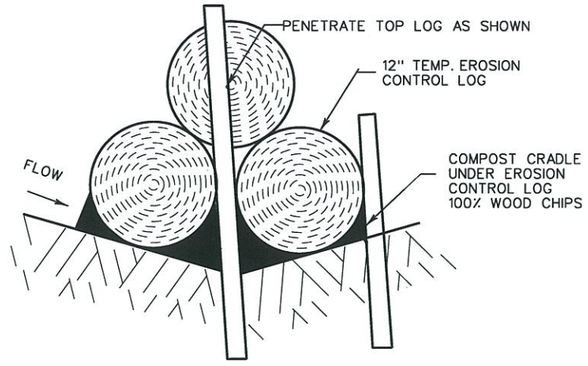
FILE: ec393.dgn	DN: TxDOT	CK: HEJ	DW: BD	CK:		
© TxDOT June 1993	CONT	SECT	JOB		HIGHWAY	
REVISIONS	0921	02	323		MILE 2	
	DIST	COUNTY			SHEET NO.	
	21	HIDALGO			182	

DISCLAIMER :
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



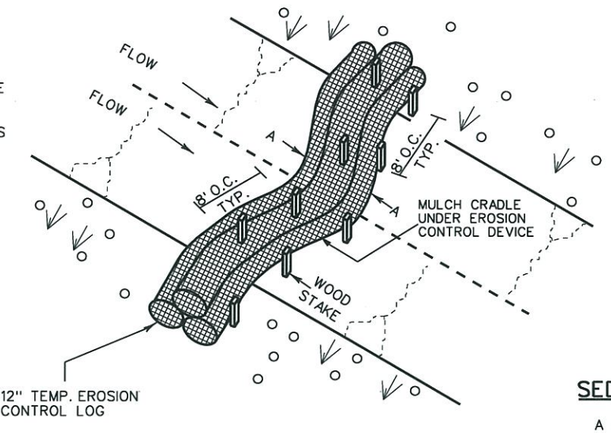
DROP INLET SEDIMENT TRAP
NTS

DI-ST



DITCH LINE SEDIMENT TRAP A-A

DL-ST



DITCH LINE SEDIMENT TRAP

DL-ST

PLANS SHEET LEGEND

DI-ST — DROP INLET SEDIMENT TRAP

DL-ST — DITCH LINE SEDIMENT TRAP

BOCI-ST — BACK OF CURB INLET SEDIMENT TRAP

ROW-ST — RIGHT OF WAY SEDIMENT TRAP

CI-ST — CURB INLET SEDIMENT TRAP

SEDIMENT BASIN & TRAP USAGE GUIDELINES

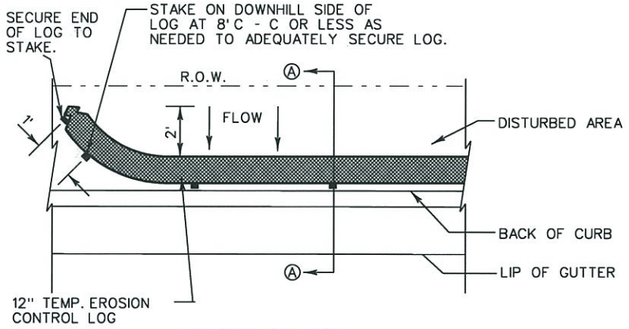
A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Traps: the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

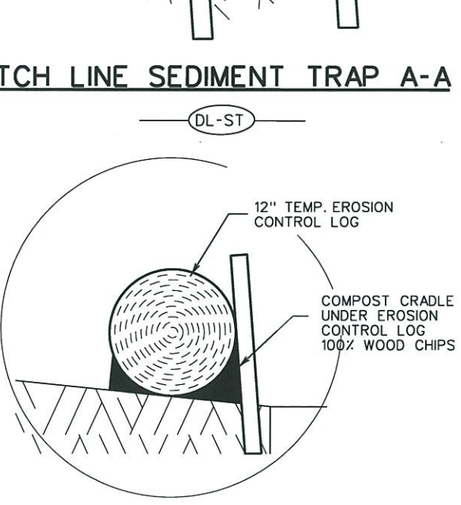
Sediment traps should be placed in the following locations:

1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

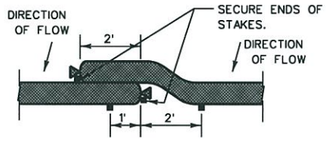
The trap should be cleaned when the capacity has been reduced by ½ or the sediment has accumulated to a depth of 1', whichever is less.
Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for seperately.



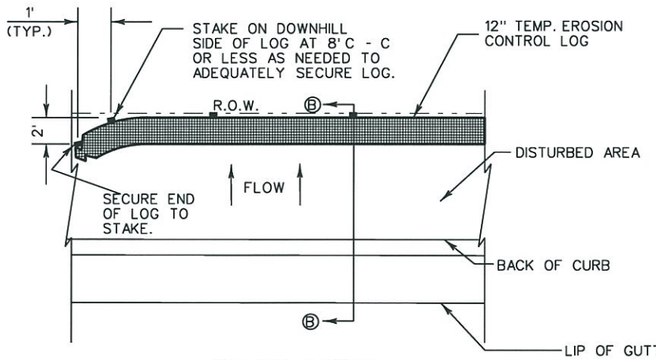
PLAN VIEW
NTS



COMPOST CRADLE



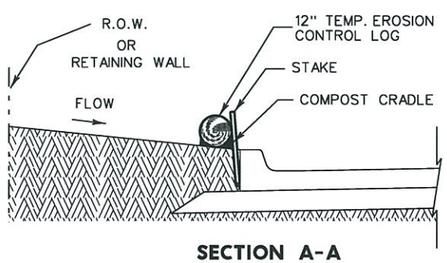
LAP DETAIL
NTS



PLAN VIEW
NTS

GENERAL NOTES

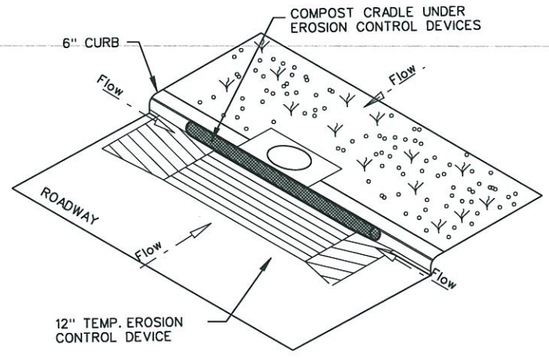
1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.



SECTION A-A

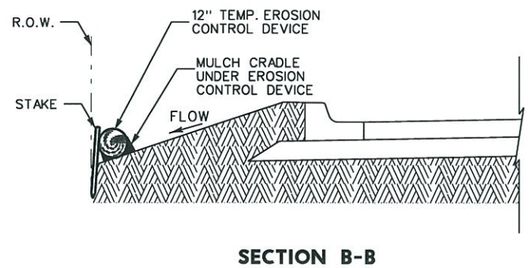
BACK OF CURB INLET SEDIMENT TRAP
NTS

BOCI-ST



CURB INLET SEDIMENT TRAP
NTS

CI-ST



SECTION B-B

RIGHT-OF-WAY SEDIMENT TRAP
NTS

ROW-ST

PHARR DISTRICT STANDARD

Texas Department of Transportation

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TEMPORARY EROSION CONTROL LOGS
TECL-06 (PHR)

FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
6			MILE 2
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	PHARR	HIDALGO	
CONTROL	SECTION	JOB	
0921	02	323	183

LEVELS DISPLAYED

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

AI-44798 **Purchasing Department 16. D. 2.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Comm. Joe Flores, HC-Pct. 3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveyors for (on call and as needed basis) for Precinct No. 3:

	QUINTANILLA, HEADLEY AND ASSOC	DOS LAND SURVEYING	CVQ LAND SURVEYORS
EVALUATOR 1	98	92	91
AVERAGE	98	92	91
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of _____ for the provision of professional surveying services for an (on call and as needed basis) for Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-339

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

BUDGETARY IMPACT:

ON CALL AND AS NEEDED BASIS

Attachments

SCORING GRID

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 12:32 PM
Budget & Management	Debbie Tamez	05/30/2014 01:23 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Rocio Villarreal Started On: 05/30/2014 10:34 AM

Final Approval Date: 05/30/2014

HIDALGO COUNTY PRECINCT NO 3

FOR

Professional Surveying Services

Scoring & Evaluation GRID

Prof Surveying Services

Total Scores	Quintanilla, Headley and Associates	DOS Land Surveying	CVQ Land Surveyors
Evaluator 1	98	92	91
Average	98	92	91
RANKING			

Scoring & Evaluation was completed by Pct No 3

AI-44820 **Purchasing Department** **16. D. 3.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Comm. Joe Flores-HC-Pct. 3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land-Sale and/or Exchange, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 3 (on an as needed basis) and as selected for negotiations by CC from the "POOL" of Appraisers by CC on 05/27/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Funding source to be determined once Pct 3 identifies projects. Services are on an "As Needed Basis".

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-339

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

BUDGETARY IMPACT:

Attachments

AGREEMENT

legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 04:15 PM
Budget & Management	Debbie Tamez	05/30/2014 04:49 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Rocio Villarreal Started On: 05/30/2014 03:19 PM

Final Approval Date: 05/30/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-14-266-06-03

THIS AGREEMENT is made effective the 3rd day of **June, 2014**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **"Appraisal Services for Projects within Hidalgo County Precinct No. 3" (on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, The Professional Services Procurement Act, Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County, The Fair Market Value

Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 3 as shown in Exhibit "B" attached hereto and entitled "Services and Fees to be Provided by the Appraiser." In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered

paragraph 20, hereof.

4. Progress. Upon acceptance of a work order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being

performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B"- Basis for Payment. If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting**. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** The County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by

the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo

County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 302 W. University Drive Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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.

21. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

25. Commitment of Current Revenues. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Appraiser.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON June 3, 2014.

COUNTY OF HIDALGO, TEXAS

By:_____

Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-006-12-11-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18, 2013
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2014-006-12-11-SGS

Acceptance Due Date: **DECEMBER 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all request for qualifications (RFQ) and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2014-006-12-11-SGS"HIDALGO COUNTY** (Including all funding sources, programs, and entities)-**"Professional Appraisal Services Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. **HIDALGO COUNTY PROPOSED HOLIDAYS**

2014 YEAR	
New Year's Day	01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14
New Years Eve	12/31/14

17. **~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
  All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539cHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ Nº 2014-006-12-11-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2014 and ending March 15, 2015.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, seven (7) copies and two (2) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2014-006-12-11-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

Evaluation Criteria & Evaluation Form

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

Internal Use Only: Commodity Code: 946-15

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

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 ☐ OTHER'S PROTECTIVE LIABILITY GEN'L AGGR LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-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

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

RFQ SUBMITTAL CHECK LIST

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2014-006-12-11-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "B"

Services and Fees to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 Ext. 4868	**Date Submitted:**	May 30, 2014
Re:	**Appraisal Proposal – Precinct No. 3**	**CC:**	Rocio Villarreal, CPPB / Contract Manager

Mrs. Villarreal:
As per conversation with Rocio Villarreal on May 30, 2014, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No.3 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

Appraisal Report Cost	**$2,250.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

May 30, 2014

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 3. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

Insurance Requirements

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2014

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:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Sentinel Ins Co, LTD	11000
INSURER B:	Hartford Accident & Indemnity Company	22357
INSURER C:	Hartford Ins Co of the Midwest	37478
INSURER D:	Berkley Assurance Company	
INSURER E:		
INSURER F:		

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			65UECZF5945	05/18/2014	05/18/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	65WBCAE1721	01/11/2014	01/11/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			VUMB003490	05/18/2014	05/18/2015	See Description	

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

Professional Liab- Claims Made:Agrgregate limit $1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim $7,500

The General Liability and Business Auto policies includes a blanket automatic additional insured and blanket automatic waiver of subrohgation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogastion status to the certificate holder only when there is a wriiten contract between certificate holder that requires it or such status;

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Leonel Garza-Appraisal Agreement for Pct 3

From : Steve Crain <scrain@atlashall.com> Sun, Jun 01, 2014 02:35 PM
Subject : RE: Leonel Garza-Appraisal Agreement for Pct 3
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, May 30, 2014 5:08 PM
To: Steve Crain
Cc: Martha Salazar
Subject: Leonel Garza-Appraisal Agreement for Pct 3

Mr. Crain:

Please review 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

AI-44804 **Purchasing Department 16. E. 1.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project architect, Mata Garcia Architects, LLP, for Commissioners' Court to award the Base Bid to responsible vendor submitting the lowest and best bid plus meeting all specifications, J-Con Construction, LLC in the amount of $1,350,000.00 for the project titled-Hidalgo County Precinct No. 4: "Construction of the Linn-San Manuel Emergency Services Facility" (Bid No. 2014-067-04-02-MSS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

Available balance as of 5-30-14 $622,175.19

Funding has been identified (By Budget Office) but pending transfer to 1301 account
Pending P.O. liquidations

Attachments

Architect's Award Recommendation

Precinct 4 Award Recommendation

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 01:56 PM
Budget & Management	Debbie Tamez	05/30/2014 02:26 PM
Manuel Chapa	Manuel Chapa	05/30/2014 05:06 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Moises Salazar Started On: 05/30/2014 11:52 AM

Final Approval Date: 05/30/2014

Mata + Garcia Architects LLP

Unexpected Solutions | Unmatched Service | Unforgettable Experience

Mr. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

County of Hidalgo: 2014-067-04-02-MSS-Hidalgo County Precinct No. 4 - Construction of the Linn-San Manuel Emergency Services Facility

April 3, 2014

Commissioner Palacios:

We recommend that the Linn-San Manuel Emergency Services Facility project contract be offered to J-Con Construction of Mission, Texas in the amount of $1,350,000.00 (Base Bid) and that Alternate No. 1 and Alternate No. 2 not be accepted. Once approved by commissioner's court, we can commence the negotiation phase with J-Con Construction.

We enclose a completed bid tabulation sheet with all of bids offered. Depending on the negotiation/project kick-off timeline, if J-Con Construction is awarded the project and construction starts May 1, 2014, we are looking at moving into the facility January 12, 2015.

We look forward to working with you and everyone at Precinct 4 to see this project completed.

Thanks,

Hector Rene Garcia
Architect / Partner

1314 Ivy Avenue, McAllen, Texas 78501 * Tel: 956.631.1945 * Fax: 956.631.1968
hector@matagarcia-architects.com

Zimbra **moises.salazar@co.hidalgo.tx.us**

Re: Linn-San Manuel Emergency Services Facility - Letter of Recommendation for Selection of General Contractor

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Apr 04, 2014 11:30 AM

Subject : Re: Linn-San Manuel Emergency Services Facility - Letter of Recommendation for Selection of General Contractor 2 attachments

To : moises salazar <moises.salazar@co.hidalgo.tx.us>

Cc : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Chris Collins <ccollins@matagarcia-architects.com>, clopez@matagarcia-architects.com, hector@matagarcia-architects.com, Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>, marcos lopez <marcos.lopez@co.hidalgo.tx.us>, gloria beltran <gloria.beltran@co.hidalgo.tx.us>, joseph palacios <joseph.palacios@co.hidalgo.tx.us>, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Good Morning Moises,

Please be advised that we have reviewed Mr. Garcia's recommendation and concur to award the construction contract to the lowest bidder meeting all requirements, J-Con Construction (please refer to attachment) . Please proceed with the submission to Commissioners Court for approval.

Veronica,

Please provide Moises with the account for the project (the amount is in the attachment), thank you!

HIDALGO COUNTY PURCHAISNG DEPARTMENT

BID TABULATION SHEET

PROJECT NO: 2014-067-04-02-MSS
DEPARTMENT: Hidalgo County Precinct No. 4
PROJECT TITLE: "Construction of the Linn-San Manuel Emergency Services Facility"

No.	Vendor	Base Bid	Alt. 1	Alt. 2 (DEDUCT)	Addm Incl.	BID BOND
1	J-Con Construction, Mission	**$ 1,350,000.00**	$ 76,000.00	$ (120,000.00)	Y	Y
2	Holchemont Ltd, McAllen	$ 1,483,000.00	$ 87,000.00	$ (203,000.00)	Y	Y
3	Gomez Construction, Harlingen	$ 1,528,102.00	$ 94,000.00	$ (103,800.00)	Y	Y
4	E-Con Group, Edinburg	$ 1,535,000.00	$ 74,500.00	$ (113,110.00)	Y	Y
5	Foremost Construction, Harlingen	$ 1,544,000.00	$ 80,000.00	$ (90,000.00)	Y	Y
6	NM Contracting, McAllen	$ 1,599,000.00	$ 74,800.00	$ (172,860.00)	Y	Y
7	HighMark Construction, McAllen	$ 1,665,000.00	$ 75,000.00	$ (115,000.00)	Y	Y
8	Summit Building Design, Laredo	$ 1,673,910.00	$ 90,470.00	$ (109,081.00)	Y	Y
9	Colair Inc., Mission	$ 1,769,990.00	$ 75,000.00	$ (110,340.00)	Y	Y
10	Five Star Construction, Mission	NO BID				
11	OC Construction, Edinburg,	NO BID				
12	Valley American Contractors, Brownsville	NO BID				

AI-44633 **Purchasing Department 16. F. 1.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Cmdr. D. Munoz, HC-HIDTA **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request from H.C. HIDTA Task Force, recommending that Commissioners Court consider and take action to exercise Hidalgo County's option to terminate as stated in the current agreement (under Article II-Voluntary Termination) with RGV Towers, LLC, for "Lease of Tower Space for HIDTA Task Force Project", by providing/forwarding a thirty (30) day written notice inasmuch as equipment was transferred to Starr County and thus the repeater and lease of radio tower are no longer needed or required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No further expenditures for this contract.

Attachments

Email-HIDTA

Current Contract

Draft Memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/28/2014 06:34 PM
Budget & Management	Debbie Tamez	05/29/2014 09:14 AM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Gricelda Villarreal Started On: 05/20/2014 04:20 PM

Final Approval Date: 05/30/2014

From: "Nelda Olivarez" <nolivarez@hidtataskforce.us>
To: "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "cris ayala" <cris.ayala@co.hidalgo.tx.us>, "Sonya Lopez" <slopez@hidtataskforce.us>
Sent: Thursday, May 15, 2014 3:50:00 PM
Subject: RGV TOWERS, LLC E-13-288-09-11 Expires 09/30/14

Good afternoon,

In 2012, HIDTA purchased a repeater & associated equipment (device that receives a signal on an electromagnetic transmission) and installed
it on a leased radio tower (E-13-288-09-11) to utilize with HIDTAs' two-way police radio communications system.

The mobile and portable radios used with said equipment were transferred to Starr County. As a result, the repeater and lease of radio tower
are no longer needed or required.

The above mentioned contract needs to be canceled. Who submits the cancel letter - the county (Purchasing) or HIDTA?

Thank you,

Nelda Olivarez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Office (956) 381-0444
Fax (956) 381-8722

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-13-288-09-11

August 28, 2013

RGV Towers, LLC
C/O Alan Yoder
PO BOX 3097
McAllen, Texas 78502

Via email: alan@sc2000.net
Cert. Mail: 7099 3220 0002 9744 7362
Effective from: October 1, 2013 thru September 30, 2014

Re: E-12-229-09-04
"Lease of Tower Space for HIDTA"

Dear Mr. Yoder:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's the third (3) term of nine (9), one (1) year extensions as provided in the current contract (with bid price increase and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Sept 10, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, September 6, 2013, via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 8-28-13

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626, Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

2. Approval of Request for Payment-Applications No. 7 in the amount of $35,625.00 from HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.

L. **AI-40419** Approval to exercise the option to renew/extend the second (2nd) term of nine (9) one (1) year terms as stipulated and provided in the contract under the specified rates, terms and conditions for-"Lease of Tower Space" with RGV Towers, LLC, for HIDTA. (E-12-229-09-04)

APPROVED

M. **AI-40529** Requesting ratification of approval of plans and specifications originally approved by Commissioners' Court on September 3, 2013 (AI-40391), inasmuch as final modifications were made to specifications to complete the procurement packet for the project: Hidalgo County Sheriff's Office -Modifications to Incorporate Motorola and 911 Equipment. (2013-258-09-25-MSS)

N. **AI-40535** 1. Acceptance and approval of Certificate of Completion for the project Hidalgo County Precinct No. 4 -"Hoehn Subdivision Solar Lights Project -EECBG" (2013 -173-MSS) as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department.

2. Requesting approval for final Payment Application No. 265 in the amount of $26,796.74 from Facility Solutions Group, awarded contractor for the Hidalgo County Precinct No. 4 "Hoehn Subdivision Solar Lights Project -EECBG project (2013-173-MSS -PO No. 693624) as certified for payment by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

O. **AI-40416** Annette C. Muniz, Chief Deputy, Hidalgo County Clerk's Office is formally requesting the removal of fixed assets in Exhibit A from the Hidalgo County's Inventory List. All supporting documentation is attached.

P. **AI-40187** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All funding sources, programs & entities) - "Punched & Drawn Biaxial Geogrid Reinforcement Material"- RFB No.: 2013-254-00-00-SGS. Including the re-advertising of project in the event No Bid responses are received and / or rejected and project is still required.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-12-229-09-04

Effective from: Oct. 1, 2012 thru Sept. 30, 2013

August 15, 2012

RGV Towers, LLC
C/O Alan Yoder
PO BOX 3097
McAllen, Texas 78502

Via email: alan@sc2000.net
Cert. Mail: 7099 3220 0002 9744 7010

Re: C-11-192-09-27
"Lease of Tower Space for HIDTA"

Dear Mr. Yoder:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's the first of nine (9), one (1) year extensions as provided in the current contract (with bid price increase and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 4, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Wednesday, August 22 , 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 8-16-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626, Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

COMMUNICATIONS TOWER RENTAL AGREEMENT
C-11-192-09-27

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Communications Tower Rental Agreement ("Agreement") is made and entered into this, 27th day of September, 2011 by and between RGV TOWERS, LLC., a Texas Limited Liability Corporation, herein referred to as "Lessor" and COUNTY OF HIDALGO, TEXAS herein referred to as "Lessee".

In consideration of the mutual promises, conditions, covenants and other good and valuable consideration of the parties hereto, it is covenanted and mutually agreed as follows:

I. LEASED SPACE ON TOWER

Lessor is the lessee of a parcel of land described in Exhibit "A" (the "Land"), which exhibit is incorporated herein for all purposes, upon which it owns and operates a communications tower ("Tower"), the Tower and Land collectively are referred to herein as the "Property". Upon and subject to all of the provisions of this Agreement, and in consideration of the Rent (as herein defined), and the representations, warranties, covenants, agreements, waivers and releases set forth herein, Lessor hereby leases Lessee and Lessee leases from Lessor on a non-exclusive basis (i) approximately four square feet in the equipment shelter at or near the base of the Tower; (ii) space on the Tower at the lesser of 440 feet or 20 feet below the greatest height allowed by governmental authority, to install, maintain and operate the communications equipment described in the attached Exhibit "B" (collectively the "Equipment") and incorporated herein for all purposes; and (iii) rights to access and utility easements, if any.

II. TERM

The term of this Agreement shall commence upon the completion of the installation of the Lessee's equipment in the Building, but not later than October 1, 2011, ("Commencement Date") and continue for a period of 12 months, ending not later than September 30, 2012 ("Term Expiration Date"); subject, however, to earlier termination as hereinafter provided.

Renewal. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "C" under the same terms and conditions set forth in this Agreement except that the rent amount for the Leased Space shall be established as proposed by Lessor in Exhibit "D" (the Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

PHARR TOWER

Voluntary Termination. Lessee may terminate this Agreement at any time for any reason or no reason upon giving thirty (30) days prior written notice to Lessor.

Commitment of Current Revenue. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of this Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903 (Vernon Supp. 1996).

III. RENT

Lessee agrees to pay rent to Lessor at PO Box 2973, McAllen, Hidalgo County, Texas, 78502, or at such other place as the Lessor may from time to time designate in writing, in lawful money of the United States of America, which shall be legal tender for the payment of all debts or dues, public and private, at the time of payment, payable in twelve monthly installments of Three hundred seventy-five and no/100 Dollars ($375.00), each, payable on or before the first day of each and every calendar month beginning on or before the 1st day of October, 2011, and continuing regularly and monthly on the same day of each month thereafter, until the Expiration Date, unless this Agreement is terminated early as provided hereunder. Lessee agrees that the amount of the Rent will be increased annually, with the first increase occurring on the first annual anniversary of the Commencement Date and thereafter on each subsequent annual anniversary of the Commencement Date, as provided for in the attached Exhibit "D".

IV. RIGHT TO INGRESS AND EGRESS

Lessor agrees that so long as Lessee is not in default of this Agreement or if in default has cured said default within the applicable cure period, and during the Term of the Agreement, Lessee shall have continuous non-exclusive ingress to and egress from the Property 24 hours a day, seven days a week for the purpose of maintenance and repairs to its equipment. It is further agreed, however, that Lessee will only permit its qualified employees or qualified and adequately insured contractors to work on, in or around the Property. In addition, a Certificate of Insurance with RGV Towers, LLC named as an additional insured with the below listed insurance requirements will be required for any contractor to climb or perform work on the tower.

V. LOCKED GATE

Lessee and Lessee's representatives agree to close and lock the Property entrance gate after entering or leaving the Property.

VI. LESSEE'S COVENANTS AND CONDITIONS

Lessee covenants and agrees:

1. That Lessee's Equipment, its installation, operation and/or maintenance will not:

   a. damage the Tower and Land, normal wear and tear excepted.

   b. unreasonably interfere with the operation of Lessor's radio equipment or the radio equipment of prior or subsequent lessees on the Tower. In the event Lessee's equipment causes interference with prior or subsequent lessees, Lessee will promptly take all reasonable and necessary steps to correct and/or eliminate the interference. If such interference cannot be eliminated within ten (10) days of notice from the Lessor that the interference exists and as a result, Lessor elects to terminate this Agreement, Lessee agrees to remove its Equipment from the Property and this Agreement shall thereupon be terminated with neither party having any further obligation to the other, except for Lessee's obligation to pay Rent through the date of this early termination of this Agreement.

   c. interfere with Lessor's performance of maintenance of the Tower or Property, the tower lighting system or monitoring equipment.

   d. violate any applicable rules or regulations of any Federal Agency, including but not limited to the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

   e. violate any applicable state, county, city or municipality codes, regulations, laws, rulings or ordinances.

2. That Lessee will ensure that its repeater systems on the Tower have a pass type duplexer unless connecting to the Lessor's Master Antenna System. (Note: Lessor will not allow trap-type duplexers on its Tower)

3. That Lessee assumes all responsibility for the licensing, operation and/or maintenance of its Equipment and any associated attachments.

4. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Property and on Lessee's Equipment, bodily injury and property damage insurance with a combined single limit of at least One Million and no/100 Dollars ($1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Property, all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Lessee shall provide a certificate of insurance evidencing the coverage required by this paragraph within 30 days of the Commencement Date.

5. That Lessee shall not change the frequency, power, character or amount of its equipment on

the Tower or on the Property without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

6. Intentionally Omitted

7. That, without the express prior written consent of Lessor, Lessee shall make no alteration, improvement, modification, or replacement in or to the Tower or Property.

8. That Lessee, at its sole cost and expense, shall attach or apply permanent identification: (a) to all its lines, coaxial, cable, and/or waveguides at the top and bottom of the line; (b) to any antenna(s) or equipment mounted on the Tower; and (c) to any equipment in or on the Property. Such permanent identification markings shall be of a kind, quality and nature such that the Lessor can at all times readily identify the owner of any equipment, line, cable, coaxial, waveguide or property attached to, on, in or around the Tower or Property.

9. That Lessee recognizes that a condition to granting of this Agreement and its continuation, is that no employee, representative or contractor of Lessee or any other person allowed to come upon said Property by Lessee, shall be permitted to hunt, fish, swim, camp or picnic on the Property and no dog, gun, firearm, fishing equipment, cameras (unless necessary to photograph accidents or where necessary to satisfy OSHA or other regulatory authority requirements), game-calling instruments, night hunting paraphernalia, bows and arrows will be permitted on the Property. Neither Lessee nor its agents, employees, contractors or invitees shall hunt for or remove artifacts, arrowheads, petrified rocks, stones, gems or like matters from the Property. If any of Lessee's representatives, contractors, or employees violate this provision, Lessor may give notice thereof to Lessee and, if Lessee does not voluntarily remove or exclude such party, Lessor shall have the right to eject such party from said Property and thereafter prohibit such party from entering upon said Property. Lessee further agrees that it will not keep or bring cattle or livestock onto the Property and that it will not permit its agents, employees or contractors to do so.

VII. LESSOR'S COVENANTS AND CONDITIONS

Lessor covenants and agrees:

1. That Lessor will use its best efforts to meet the marking and lighting requirements of the Tower and Building promulgated by the FAA or FCC. Lessor will hold Lessee harmless from any liability and indemnify Lessee against any fines caused by Lessor's failure to comply with marking or lighting requirements. Further, should Lessee be cited by either the FCC or FAA because this site is not in compliance and if Lessor does not cure the conditions within the time allowed by cure by the citing agency, Lessee may terminate this Agreement by written notice to Lessor with neither party having any further obligation to the other.

2. That Lessor, at its sole cost and expense, shall maintain and repair the Tower and Property, unless any such damage is caused or contributed to by acts or omissions of Lessee, Lessee's agents, customers, clients, employees or invitees, in which event Lessee hereby agrees to pay the full cost of

such repairs.

3. That during the Term of this Agreement, Lessor will use its best efforts to protect Lessee's frequency(ies) from interference caused by equipment of Lessor's other customers who place equipment on Lessor's Tower subsequent to this Agreement or modify pre-existing equipment.

4. That: (i) Lessor has full right to make and perform this Agreement; (ii) Lessor has a valid leasehold interest in the Land and will maintain such interest throughout the Term; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property.

5. Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property.

6. Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

VIII. LESSEE'S OBLIGATIONS ON TERMINATION

1. Lessee may remove Lessee's Equipment from the Tower or Property provided: (a) removal is made prior to the Expiration Date or earlier termination of this Agreement; (b) Lessee is not in default of any obligation or covenant under this Agreement at the time of removal, including payment of Rent; and (c) Lessee promptly repairs all damage to the Tower or Property caused by such removal.

2. Upon the Expiration Date or earlier termination of this Agreement, Lessee covenants and agrees to surrender the Tower and Property to Lessor in the same condition in which the Tower and Property existed on the Commencement Date, excepting only ordinary wear and tear and damage arising from any cause not required to be repaired by Lessee.

3. Upon termination of this Agreement, Lessee agrees to remove all antennas, transmission lines, communication equipment and all other property belonging to the Lessee. If Lessee fails to remove any of its antennas, transmission lines, communications equipment and/or other property, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rental of three times the per day Rental provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rental shall be due and payable daily.

IX. HOLDING OVER

If Lessee remains in possession of the Property after the Expiration Date or earlier termination of this Agreement, without the execution by Lessor and Lessee of a new Agreement, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rent of three times the per day Rent provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rent shall be due and payable daily. Lessor shall have the right to terminate a tenancy-at-sufferance immediately upon notice to Lessee. The inclusion of this Paragraph IX. shall not be construed or interpreted as Lessor's consent for Lessee to hold over, nor shall the provisions of this Paragraph IX. limit the remedies available to Lessor for such holding over, either under this Agreement, at law, or in equity.

X. HOLD HARMLESS

Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessee may reasonably require (and more fully described in the attached Exhibit "C", "D" and "E"). In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

To the extent provided for by the laws of the State of Texas, Lessee agrees to hold harmless Lessor, its employees, officers, directors, agents, owners and representatives against any and all claims, demands or actions arising in any manner directly or indirectly related to Lessee's activities or events performed by Lessee, its agents or employees pursuant to this Agreement.

XI. ACTS OF GOD

Lessor shall not be liable to Lessee for damages caused by acts of God, or other acts beyond the control of Lessor. Lessee likewise will not be liable to Lessor for damages caused by acts of God or other acts beyond the control of Lessee. If, due to acts of God or for any other reason, except for the negligent or unlawful acts or omissions of Lessor, Lessee's use of the tower is interrupted, Lessor shall be liable only for abatement of rent for the period of interruption.

XII. DEFAULT BY LESSEE

The following shall be considered Events of Default by the Lessee:

1. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

2. Other than the payment of Rent, the failure to cure, after written notice thereof, any breach of the covenants, promises, undertakings, terms and conditions contained in this Agreement.

3. The filing of a voluntary or involuntary petition under the bankruptcy laws, a composition or arrangement for the benefit of creditors, an assignment for the benefits of creditors, or any other act reasonably indicating equitable or legal insolvency.

4. Abandonment of the Property.

XIII. REMEDIES

This Agreement, the Term, and Lessee's leasehold interest in the Property hereby granted are subject to the limitation that if and whenever any Event of Default shall exist or occur, in addition to all other rights and remedies given hereunder or by law or equity, without further notice or demand, upon the occurrence of any Event of Default or at any time thereafter, at Lessor's option, Lessor may do any one or more of the following:

1. Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

2. After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

3. After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

XIV. IMPLIED ACCEPTANCE OF SURRENDER, NO CONVERSION

Exercise by Lessor of any one or more remedies granted to Lessor in this Agreement or otherwise available to Lessor at law or in equity shall not be deemed to be an acceptance by Lessor of surrender of the Property from Lessee, whether by implied agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Lessor and Lessee. Receipt by Lessor of Lessee's keys to the Property shall not constitute an acceptance of surrender of the Property. No alteration of security devices and no removal or other exercise of dominion by Lessor over the property of Lessee or others at the Property shall be deemed unauthorized or constitute a conversion. Lessee hereby authorizes and consents to Lessor's exercise of dominion over Lessee's property within the Building or Tower after the existence or occurrence of an Event of Default. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices and/or removal of power are

hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgement obtained in forcible detainer proceedings or other legal proceedings or without the necessity for legal proceedings, as Lessor may elect, and Lessor shall not be liable in trespass or otherwise.

XV. LESSEE'S LIABILITY FOR RENT

In the event Lessor elects to terminate this lease by reason of an Event of Default, or in the event Lessor elects to terminate Lessee's right to possession of the Property, Lessee shall be and remain liable to Lessor for all Rent accrued to the date of such termination of this Agreement. Lessee obligations for any unpaid rents, damages, costs and expenses shall survive any termination of the Agreement.

XVI. PAST DUE RENT

IN THE EVENT ANY RENT IS NOT PAID ON THE DUE DATE THEREFORE, LESSEE SHALL BE OBLIGATED TO PAY LESSOR INTEREST ON THE AMOUNT OF SUCH PAST DUE RENT FROM THE DUE DATE OF SUCH RENT UNTIL PAID AT THE LESSER OF (A) THE MAXIMUM LAWFUL RATE OF INTEREST WHICH MAY BE CHARGED OR PAID UNDER APPLICABLE LAW. Failure by Lessor to enforce the payment of such interest with respect to any past due Rent shall not constitute a waiver of Lessor's right to enforce the payment of such interest for any future past due Rent.

XVII. WAIVERS AND MODIFICATIONS

Neither the acceptance of Rent by Lessor nor any failure by Lessor to object or complain of any action, non-action, or default of Lessee shall constitute a waiver of Lessor's rights or remedies hereunder. No delay on the part of a Party in exercising any of such Party's rights, powers, privileges, or remedies hereunder shall operate as a waiver thereof, nor shall any specific waiver by a Party of any right, power, privilege, or remedy hereunder operate or be construed as a waiver of any other right, power, privilege, or remedy hereunder, nor shall any single or partial exercise of any rights, power, privilege or remedy hereunder (unless the Section of this Agreement which establishes any such right, power, privilege, or remedy provides otherwise).

XVIII. SALES OR USE TAX

The parties hereto stipulate that the rights herein granted relate to real property. In the event any sales or use tax should ever be payable on account of this lease agreement or the rental payments herein reserved, the Lessee hereby agrees to pay same as additional rent, or to furnish such documentation as is necessary or appropriate to establish that such rent payments are exempt from sales or use tax.

XIX. SUBORDINATION AND TRANSFER BY LESSOR

This Agreement may be made subject and subordinate to the lien of any mortgage, deed of trust or other instrument encumbering, now or hereafter placed on the Tower or the Property, provided that any such encumbering document shall contain a covenant that Lessee shall not be disturbed in its possession, use and enjoyment of the Property before or after any transfer of interest in title under such an encumbering document so long as Lessee is not in default under this Agreement, and providing that any purchaser, purchaser at foreclosure or deed in lieu of foreclosure, shall succeed to the rights and obligations of Lessor herein. The parties agree that nothing in this Agreement in any way prohibits or restricts Lessor from transfer, assignment, sale or other conveyance or encumbrance of the Property or Tower or any portion or interest therein.

XX. ATTORNMENT

In the event a third party acquires title to the Property or Tower, including by foreclosure or by acceptance of a deed in lieu of foreclosure of a lien, Lessee will become the Lessee of such successor in interest without change in the terms or other provisions of this Agreement so long as such successor in interest provides Lessee with a non-disturbance agreement. Upon request by such successor in interest, Lessee shall execute and deliver an instrument or instruments confirming the attornment herein provided.

XXI. ESTOPPEL CERTIFICATE

Upon request, Lessee shall execute and deliver to Lessor an estoppel certificate stating: (a) the Commencement Date; (b) that Lessee is not in possession of any written documents or instruments that would modify or amend this Agreement and this Agreement is in full force and effect (or, if there have been written modifications hereto, that this Agreement is in full force and effect, and stating the date and reflecting the substance of the modifications); (c) that the Rent under this Agreement has been paid; (d) that, to the best of Lessee's knowledge, there are no current defaults under this Agreement except as specified; and (e) such other matters reasonably requested by Lessor with regard to this Agreement.

XXII. NOTICE

All notices and other communications required or permitted hereunder and tender of payment of Rent and other payments due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage with return receipt requested, but as to timeliness of Rent payments, same shall only be considered to be effective when actually received. The address of the parties for all purposes hereof shall be as follows:

LESSOR: **RGV TOWERS, LLC**
C/O ALAN YODER
PO BOX 3097
MCALLEN, TEXAS 78502

LESSEE: **COUNTY OF HIDALGO, TEXAS**
ATTN: RAMON GARCIA, COUNTY JUDGE
1605 SOUTH CLOSNER
SUITE J
EDINBURG, TEXAS 78539

XXIII. AUTHORITY

Lessor and Lessee warrant and covenant to each other that each has taken all actions necessary to authorize the execution and delivery of the Agreement.

XXIV. ENVIRONMENTAL

At all times during the Term of this Agreement, Lessee covenants, represents, warrants and agrees that Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Tower or Property by Lessee, Lessee's agents, employees, invitees, licensees, or contractors. As used herein, the term "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Emergency Planning and Community Right to Know Act of 1986, as amended, the Texas Water Code, as amended, the Toxic Substance Control Act, as amended; all rules and regulations promulgated with respect thereto; and all other federal, state, and local laws, regulations, ordinances, rules, and bylaws, whether now existing, previously in force, or subsequently enacted.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Property in violation of any applicable law.

XXV. CONDEMNATION

If at any time during the Term of this Agreement, any part of the Property is taken by eminent domain, or is conveyed by voluntary deed under threat of condemnation, Lessor may elect to terminate this Agreement. If this Agreement is terminated pursuant to this Paragraph XXIII., Rent shall be payable up to the date that possession is taken by the condemning authority. All sums awarded or agreed upon between

the condemning authority and Lessor for the taking of the interest of the Lessor, whether as damages or as compensation, will be the property of the Lessor. All sums awarded or agreed upon between the condemning authority and Lessee for the taking of the interest of the Lessee, whether as damages or as compensation, will be the property of the Lessee.

XXVI. ASSIGNMENT

If Lessee is not in default under this Agreement, and with Lessee's prior notice to Lessor, Lessee may assign this Agreement only to a person or entity that is controlled by Lessee, has common ownership, or under common control with Lessee, provided such person or entity has first received FCC or state regulatory agency approval, and assumes all obligations of Lessee under this Agreement. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement and all obligations hereunder. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, with or without notice to Lessee, subject, however, to all of Lessee's rights under this Agreement. Upon such assignment, Lessor shall be relieved of all liabilities and obligations hereunder and Lessee shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

XXVII. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors, and assigns, provided, however, this provision shall in no way alter the prohibition in connection with assignment and subletting by Lessee.

XXVIII. TEXAS LAW TO APPLY

The Agreement shall be construed and governed by the laws of the State of Texas. The Parties further agree that this Agreement is performable in Hidalgo County, Texas, and venue for any action involving this Agreement may only be brought in Hidalgo County, Texas.

XXIX. AMENDMENTS

This Agreement may be amended only in writing executed by Lessor and Lessee.

XXX. ENTIRE AGREEMENT

The Agreement, together with any exhibits given or delivered pursuant to the Agreement, constitutes the entire agreement between the parties to this Rental Agreement. No party shall be bound by any communications between them on the subject matter of the Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of the Agreement, and (c) is agreed to by all parties to the Agreement. On execution of this Agreement, all prior agreements or

understandings between the parties shall be null and void.

XXXI. SEVERABILITY

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

XXXII. HEADINGS

The headings of the articles, paragraphs and sections of this Rental Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Agreement.

XXXIII. COUNTERPARTS

The Agreement may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The Agreement shall become operative on the date the last party has executed at least one counterpart of the Agreement (Execution Date).

APPROVED by Commissioners Court on this 27th day of September, 2011.

COUNTY OF HIDALGO, TEXAS

BY: _____
Ramon Garcia
Hidalgo County Judge

Approved by Commissioners' Court
on 9/27/11

Attest:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

RGV TOWERS, LLC

BY: _____
Alan Yoder
President

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY HIDTA TASK FORCE
"LEASE OF TOWER SPACE"

Vendor must submit a bid amount for ALL yearly terms.

Initial 1 year term:	
Description	**Bid Amount**
Cost per month	$ 375.00
Total cost for 1st of 1 year term (12 months)	$ 4,500.00
**Renewal Options: 2nd Year term: ***Nine (9), One (1) year terms:	
Description	**Bid Amount**
Cost per month	$ 386.25
Total cost for 2nd term of 1 year (12 months)	$ 4,635.00
3rd Year term:	
Cost per month:	$ 397.84
Total cost for 3rd term of 1 year (12 months)	$ 4,774.08
4th Year term:	
Cost per month	$ 400.00
Total cost for 4th term of 1 year (12 months)	$ 4,800.00
5th Year term:	
Cost per month	$ 420.00
Total cost for 5th term of 1 year (12 months)	$ 5040.00

6th Year term:	
Description	**Bid Amount**
Cost per month	$ 441 00
Total cost for 6th term of 1 year (12 months)	$ 5292 00
7th Year term:	
Cost per month	$ 463 00
Total cost for 7th term of 1 year (12 months)	$ 5,556 00
8th Year term:	
Cost per month	$ 486 00
Total cost for 8th term of 1 year (12 months)	$ 5832 00
9th Year term:	
Cost per month	$ 510 00
Total cost for 9th term of 1 year (12 months)	6,120 00
10th Year term:	
Cost per month	$ 535 00
Total cost for 10th term of 1 year (12 months)	$ 6,420 00
Grand Total	
Overall Total Cost for 10 years (120 months)	$ 52,969 08
FCC Antenna Site Registration #	1258600

OPENED
9:34 am
Witnessed

SUPEALA-01 YALONSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2013

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
Shepard Insurance Agency
5801 N 10th St Ste 300
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Ins Co.	19682
INSURER B : State Automobile Mutual Ins Co	25127
INSURER C : Hartford Casualty Ins. Co	29424
INSURER D : Texas Mutual Insurance Company	0060
INSURER E :	
INSURER F :	

INSURED
RGV Towers, LLC
P O Drawer 3097
McAllen, TX 78502

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65UENQD6324	3/5/2013	3/5/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP2280927 03	1/17/2013	1/17/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65HHUQD6660	3/5/2013	3/5/2014	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TS0001134027	7/29/2013	7/29/2014	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) policy includes a blanket automatic additional insured endorsement [provision] that provides addtional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

County of Hidalgo
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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

DRAFT

_____, 2014

RGV Towers, LLC

Re: Cancellation of Contract: E-13-288-09-11-"Lease of Tower Space for HIDTA Project"

Dear _____,

Pursuant to action taken by Hidalgo County Commissioner's Court on _____, please be advised this correspondence will serve as a formal notice of termination; Article II- Voluntary Termination of the current Tower Rental Agreement for Hidalgo County HIDTA Task Force, effective _____.

We sincerely appreciate your time and interest and hope you will continue to participate in the future.

Sincerely,

Gricelda Ayala, Buyer III
Hidalgo County Purchasing Department

AI-44803 **Purchasing Department 16. G. 1.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: N. Longoria/Dir. HC-WIC Prog. **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for acceptance and approval of "Second Amendment" to the current lease agreement with Jose I. Ramirez for the "Lease of Office Space in Roma, Texas," to reflect a modification to the renovated floor plan which increases the square footage to the final total of rental space to 3,302 sq. ft.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-441

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

BUDGETARY IMPACT:

Attachments

Amendment No. 2

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/30/2014 12:41 PM
Budget & Management	Debbie Tamez	05/30/2014 01:25 PM
Auditor's Office	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Rocio Villarreal Started On: 05/30/2014 11:04 AM

Final Approval Date: 05/30/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND **AMENDMENT** to Lease Agreement is made by and between the County Of Hidalgo, Texas and Jose I. Ramirez, effective _____day of _____, 2014:

WHEREAS, on January 14, 2014, Hidalgo County ("Lessee") entered into a Lease Agreement ("Lease Agreement") with Jose I. Ramirez ("Lessor") in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, Lessor has renovated the floor plan and increased the square footage in the Leased Premises by 240 square feet.

WHEREAS, the parties desire to amend the Lease Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual terms and agreements of this Second Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Lessor and Lessee hereby agree to the following amendment to the Lease Agreement:

1. The "Total Square Feet On Proposed Office Building," Contained on Exhibit B of the Lease, Agreement wherein it states "10,000 sq. ft. is deleted and the following is inserted in lieu thereof:

   Total Square Feet on Proposed Building 3,302 square feet.

2. Article 2.1 of the Lease Agreement is amended by adding the following as the second sentence in Article 2.1:

   Notwithstanding anything to the contrary herein, effective June 2, 2014, Lessee agrees to pay to Lessor, during the remainder of the term hereof, a monthly rental equal to Two Thousand Three Hundred Eleven and 40/100th Dollars ($2,311.40) per month.

3. Except as modified herein, all terms and conditions of the Lease Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LESSEE:

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSOR:

_____
Jose I. Ramirez, Owner

Approved as to Form:

ATLAS HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-13-213-01-14

THIS LEASE is made and entered into by and between Jose I. Ramirez, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence upon Lessee's written acceptance of the completion of construction of improvements to the Premises, which Lessor shall complete no later than one hundred twenty (120) days from the date of execution of this Lease, and continue for a period of five (5) years, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. Should Lessee not accept the construction within one hundred twenty (120) days following execution for the lease, Lessee shall have the ability to terminate the Lease. The "Commencement Date" is the date the

Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete and Lessee accepts same in writing. The "Termination Date" is the date sixty (60) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **One Thousand Seven Hundred Fifty Dollars ($1,750.00)** per month. In the event the

Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3202 Viola Drive, Mission, Texas 78574 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that

is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15)

days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws,

ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided

herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any

condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises

and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Jose I. Ramirez, Owner
3102 Viola Drive
Mission, Texas 78574

Lessee:

County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to

enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may

terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2014.

HIDALGO COUNTY

Ramon Garcia
By: Ramon Garcia, County Judge

Approved by Commissioners Court
on 1-14-14

VENDOR'S NAME

By: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

ALL LOT NUMBERED SIX (6), OF THE AMENDED MAP OF BUENA VISTA PLAZA SUBDIVISION, CONTAINING 5.2428 ACRES OUT OF PROCION 75 MIER JURISDICTION, NOW STARRR COUNTY, TEXAS,; RECORDED IN VOLUME 2, PAGE 310, OF THE MAP AND PLAT RECORDS OF STARR COUNTY, TEXAS.

PROPERTY ID: 72152

GEOGRAPHIC ID: 05450-00000-00600-0000100

EXHIBIT "B"
REQUEST FOR BID (RFB) &
BID PAGE

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **Hidalgo County WIC Program**
Request for Bids -***"Lease Of Office Space-City of Roma"***
Bid No: **2013-213-12-04-SMA**

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/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Roma"

Bid No: 2013-213-12-04-SMA

TABLE OF CONTENTS

Item	Description	No. of Pages
1.	Request for Bids, Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Requirements/Specifications	3
4.	Exhibit B, Bid Page	2
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 Lease Agreement	21

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

November 18, 2013
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County WIC Program

"Lease Office Space-City of Roma"

RFB No.: 2013-213-12-04-SMA

Bid No: 2013-213-12-04-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 x 4865

REQUEST FOR BIDS

Hidalgo County WIC Program

"Lease Office Space-City of Roma"

BID OPENING DATE: December 04, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

Form HCPD-03

1. Sealed bids will be received for ***"HIDALGO COUNTY WIC PROGRAM- LEASE of OFFICE SPACE-CITY OF ROMA"*** 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:2013-213-12-04-SMA-*HIDALGO COUNTY WIC PROGRAM-LEASE of OFFICE SPACE-CITY OF ROMA"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281,mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 04, 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"*RFB*-2013-213-12-04-SMA-*HIDALGO COUNTY WIC PROGRAM-LEASE of OFFICE SPACE-CITY OF ROMA*".
   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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"HIDALGO COUNTY WIC PROGRAM –LEASE of OFFICE SPACE-CITY OF ROMA"** 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 WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) 381-4646

17. SCHEDULE OF EVENTS

Bid Opening at 9:30 a.m.	**December 04, 2013**
Award of Contract	
Commence Work or Deliver Products	

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable):

- 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 hereunder, 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"LEASE of OFFICE SPACE- CITY OF ROMA"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Roma"

Bid No: 2013-213-12-04-SMA

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS

1) Said office space shall have the designated rooms or areas for conducting the following functions:
   a. Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab and screening room, lactation room, lounge area and two (2) storage rooms.

2) Said office space should be located in a major thoroughfare of Starr County in the city of Roma, Texas.

3) Building shall consist of a minimum of 2,500 square feet to a maximum of 3,800 square feet of available floor space to perform WIC services;

4) Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

5) Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees.

6) The public parking lot shall consist of at least twenty (20) parking spaces for clients, ten (10) spaces for employees with two (2) designated handicap parking spaces, with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;

7) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including outside maintenance and garbage pick-up.

8) Building shall be free from rodents & insects prior to occupancy by the WIC Program staff. Lessor will be responsible and at Lessor's expense for pest control throughout term of this contract/lease.

9) The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 45 days from the date of award;

10) Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance , also by keeping entire Building free of mold at all times;

11) An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

12) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

REQUIREMENTS and/or TERMS & CONDITIONS

1) The awarded bidder shall adhere to the following insurance requirements:
   a. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

   b. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** Plus also insure building for fire, accident and natural disaster;

   c. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

2) Bidder must charge by the square foot for the rental space;

3) Floors should have commercial or ceramic tile, no carpeting. Lessor is responsible for floor maintenance.

4) The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract.

5) Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

6) Building shall be in good working condition and be handicap accessible to provide services to all clients.

7) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8) The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;

9) Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action.

10) Bidder(s) must provide the legal description of the property along with your bid and include a proposed *"floor plan layout"* of your facility.

11) Hidalgo County is requesting all interested vendor(s) submitting bids must provide the following: Property ID# and/or Geographic ID# and the Legal Description as listed on your local Starr County Appraisal District for proposed property being submitted for this project.

TERM OF CONTRACT:

1) The initial term of contract/lease shall be for a period of five (5) years with the County's option to renew contract for an additional one (1) year term under the same rates, terms and conditions.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract3

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, NOVEMBER 25, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than NOVEMBER 27, 2013 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Roma"

BID No. 2013-213 12-04-SMA

Monthly charge for "Lease of Office Space-in the City of Roma" as requested, but not limited to, in the Specifications as listed Exhibit "A".

BID PRICE PER SQUARE FOOT: $ _____

TOTAL MONTHLY BID PRICE: $ _____

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: _____

PHYSICAL LOCATION OF PROPOSED BUILDING: _____

_____

_____

PROPERTY ID # and/or GEOGRAPHIC ID: (Local Appraisal District Info.) _____

_____

LEGAL DESCRIPTION OF PROPERTY: _____

_____

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Roma"

BID No. 2013-213 12-04-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable) _____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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 WIC Program

"Lease Office Space-City of Roma"

RFB No.: 2013-213-12-04-SMA

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 WIC Program

"Lease Office Space-City of Roma"

RFB No.: 2013-213-12-04-SMA

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

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Roma"

BID No. 2013-213 12-04-SMA

Monthly charge for "Lease of Office Space-in the City of Roma" as requested, but not limited to, in the Specifications as listed Exhibit "A".

BID PRICE PER SQUARE FOOT: $ .70

TOTAL MONTHLY BID PRICE: $ 1,750.00

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 10,000 Sq. Ft.

PHYSICAL LOCATION OF PROPOSED BUILDING: 2891 E. Grant St. Roma TX 78574

PROPERTY ID # and/or GEOGRAPHIC ID: (Local Appraisal District Info.) 0092152

LEGAL DESCRIPTION OF PROPERTY: Parcel 6 Buena Vista Plaza E Hwy 83 Roma

Note = Nuestra Clinica Del Valle will be sharing 2,850 sq ft of the same Building. This will save you money on Utilities.

OPENED
12/4/13
9:35am
Witnessed

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

Re: HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE FOR CITY OF ROMA-BID NO 2013-213-12-04-SMA

From : JOSE RAMIREZ <joeiramirez@yahoo.com> Wed, Dec 04, 2013 02:19 PM

Subject : Re: HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE FOR CITY OF ROMA-BID NO 2013-213-12-04-SMA

To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Reply To : JOSE RAMIREZ <joeiramirez@yahoo.com>

Hi Sandra,
The building is 10,000 sq. ft. total.
You will get 2,500 sq. ft. of the 10,000 sq. ft. that is what the bid was for.

Thank You

Joe Ramirez
Cell: 956-624-6956

On Wednesday, December 4, 2013 2:09 PM, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us> wrote:
Mr. Ramirez,

Upon reviewing you bid response, your total square feet on proposed office building, you indicated 10,000 sq. ft.
I need clarification from those 10,000sq. ft. how many sq. ft is WIC Program utilizing?

--
Thank you,
Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Roma"

BID No. 2013-213 12-04-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Jose I. Ramirez

ADDRESS: 3102 Viola Dr.

CITY/STATE/ZIP CODE: Mission TX 78574

PHONE & FAX NO'S: 956-205-2706

CELLULAR NO: 956-624-6956

E-MAIL ADDRESS: Joejramirez@yahoo.com

AUTHORIZED SIGNATURE: Jose I. Ramirez

PRINTED NAME: Jose I. Ramirez

TITLE Owner

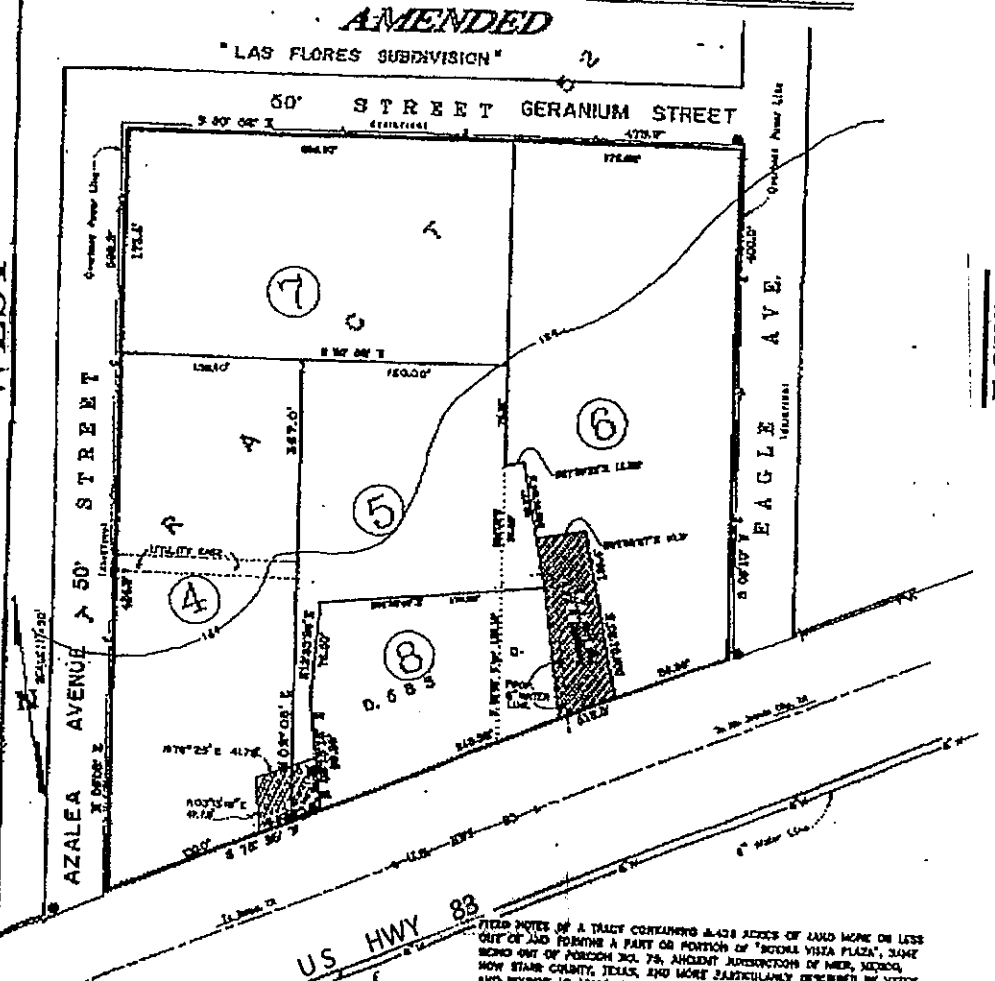
NORTH

EXHIBIT A

BUENA VISTA PLAZA

AMENDED

"LAS FLORES SUBDIVISION"



WEST

EAST

FIELD NOTES OF A TRACT CONTAINING 3.438 ACRES OF LAND MORE OR LESS OUT OF AND FORMING A PART OR PORTION OF "BUENA VISTA PLAZA", SAME BEING OUT OF PORCION NO. 73, ABSTRACT JURISDICTION OF MEXICO, NOW STARR COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN ON THE NORTH R.O.W. EASEMENT OF U.S. HIGHWAY NO. 83 IN PORCION NO. 73, SAID JURISDICTION, FOR THE SOUTHWEST CORNER HEREOF, THE SOUTHWEST CORNER OF LOT NO. 4 OF SAID BUENA VISTA PLAZA, AS RECORDED IN THE MAP RECORDS OF THE STARR COUNTY CLERK;

THENCE, N00°00'E., 848.3 FEET TO A SET IRON PIN, THE NORTHWEST CORNER OF LOT NO. 7, FOR THE NORTHWEST CORNER HEREOF;

THENCE, S89°35'E., 473.8 FEET TO A FOUND IRON PIN, THE NORTHEAST CORNER OF LOT NO. 8, FOR THE NORTHEAST CORNER HEREOF;

THENCE, S00°10'W., 460.8 FEET TO A FOUND IRON PIN ON THE NORTH R.O.W. EASEMENT OF U.S. HIGHWAY 83, THE SOUTHEAST CORNER OF SAID LOT NO. 8, FOR THE SOUTHEAST CORNER HEREOF;

THENCE, WITH SAID NORTH R.O.W. EASEMENT OF U.S. HIGHWAY 83, S78°25'W., 473.5 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE METES AND BOUNDS 3.438 ACRES OF LAND MORE OR LESS.

THE STATE OF TEXAS
COUNTY OF STARR:

KNOWN TO ALL MEN BY THESE PRESENTS:

THAT, JOSE L. & ALEJANDRA RAMIREZ, BEING THE OWNERS OF THE PARCEL OF LAND SHOWN ON THIS PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED, MARKED OUT AND PLATTED AND TO BE KNOWN AS "BUENA VISTA ANNEXED", BY PORCION NO. 73, ABSTRACT JURISDICTION OF MEXICO, NOW STARR CO., TEXAS, AND DO HEREBY ADD AND DEDICATE FOR PUBLIC USE, FOREVER ALL STREETS, ALLEYS AND EASEMENTS SHOWN ON SAID PLAT.

JOSE L. RAMIREZ — ALEJANDRA RAMIREZ

THE STATE OF TEXAS:
COUNTY OF STARR:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE L. & ALEJANDRA RAMIREZ KNOWN TO ME TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF November, 1995

NOTARY PUBLIC, STATE OF TEXAS
EXP. DATE 2/1/97

THE STATE OF TEXAS
COUNTY OF STARR:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION BY THE CRONKHITE, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

ELOY VERA, P.E.
REG. PROFESSIONAL ENGINEER #41734
REG. PUBLIC SURVEYOR #2048

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 9th DAY OF November, 1995.

NOTARY PUBLIC, STATE OF TEXAS
EXP. DATE 10-05-98

THE STATE OF TEXAS:
COUNTY OF STARR:

I, THE UNDERSIGNED, CLERK OF THE COUNTY OF STARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS COUNTY WHEREON MY APPROVAL IS REQUIRED.

COUNTY JUDGE
STARR COUNTY, TEXAS

FILED FOR RECORD THIS 27th DAY OF Dec., 1995.

VOL. 2 PAGE 310

COUNTY CLERK
STARR COUNTY, TEXAS

I, THE UNDERSIGNED ATTORNEY, HEREBY EXPRESS MY OPINION THAT JOSE L. & ALEJANDRA RAMIREZ ARE THE FEE SIMPLE OWNERS OF THE PROPERTY ENCOMPASSED WITHIN THIS SUBDIVISION.

ATTORNEY

THE STATE OF TEXAS:
COUNTY OF STARR:

I, THE UNDERSIGNED, MAYOR OF THE CITY OF ROMA, HEREBY CERTIFY THAT THIS SUBD. PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREON MY APPROVAL IS REQUIRED.

MAYOR - FERNANDO PEÑA
CITY OF ROMA, TEXAS

I, THE UNDERSIGNED, BEING THE LIENHOLDER OF PART OF THE LAND SHOWN ON THE ABOVE PLAT, HEREBY APPROVE OF THIS SUBDIVISION PLAT.

CITIZENS STATE BANK

I, THE UNDERSIGNED, BEING THE LIENHOLDER OF PART OF THE LAND SHOWN ON THE ABOVE PLAT, HEREBY APPROVE OF THIS SUBDIVISION PLAT.

INTERNATIONAL BANK OF COMMERCE

NOTES:

THESE ARE CONDOMINIUM LOTS.

THIS TRACT OF LAND IS NOT IN A FLOOD PRONE AREA AS PER HUD MAP NO. 480693 0011 A

FUTURE LOTS CAN BE SUBDIVIDED WITHOUT THE CONSENT OF THE OTHER LOT OWNERS.

THE OWNERS OF THIS TRACT OF LAND HEREBY CERTIFY THAT ALL PURCHASERS ARE NOTIFIED THAT A SEPTIC TANK PERMIT IS REQUIRED AND THAT SAID SEPTIC TANK SYSTEM WILL MEET ALL REQUIREMENTS AS STATED IN THE LATEST ISSUE OF "CONSTRUCTION STANDARDS FOR ON-SITE SEWERAGE FACILITIES" AS PUBLISHED BY THE TEXAS DEPARTMENT OF HEALTH.

THE AVERAGE PERCOLATION RATE IS 15 MINUTES.

BUILDING SETBACKS WILL BE AS FOLLOWS: FRONT — 20', SIDE — 6', BACK — 10'.

IF AT ANY TIME, THIS SUBDIVISION SHALL BECOME A PART OF ANY CITY OR SOUTH COUNTY, THEN ALL WATER, SEWERAGE AND STORM SEWER LINES, AND ALL FACILITIES RELATED THERETO AND EXISTING THEREIN AND ALL WATER RIGHTS ASSOCIATED WITH THE PROPERTY SHALL BECOME THE PROPERTY OF STARR COUNTY.

In accordance with Section 232.0035 (D.) 2 of the local Government Code, we are certifying that water and sewer facilities are unnecessary for this subdivision under model rules adopted under Section 16.343 of the Water Code. On the basis that this subdivision is for commercial use only.

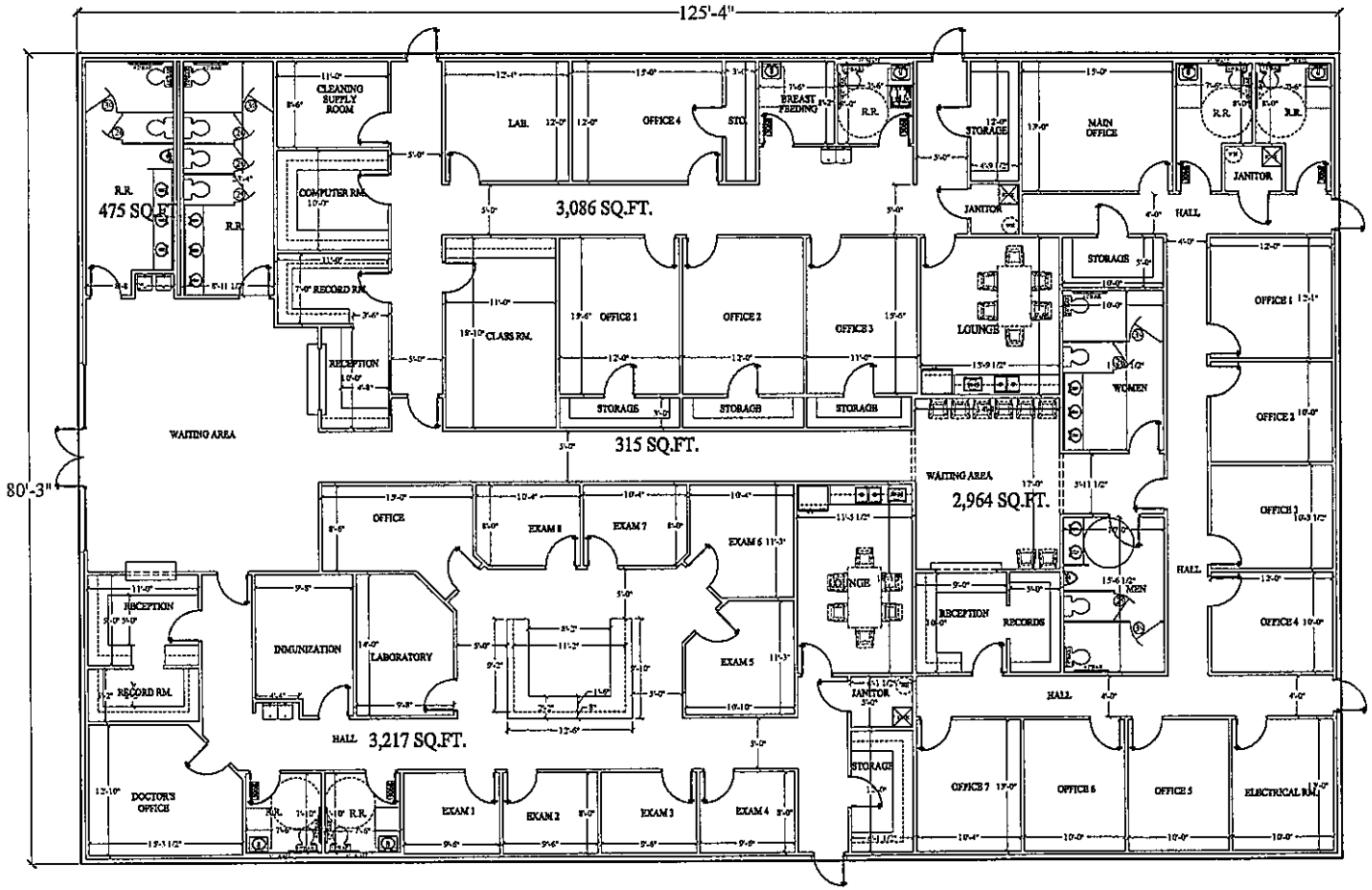
SOUTH

REVISIONS	BY

VERA ENGINEERING, INC.
6 1/2 MILES WEST HWY. 83
RIO GRANDE CITY, TEXAS
512 / 487 - 2717

Date Oct 2, 1995
Scale 1" = 50'
Drawn
Job J.T. Buena
Sheet 1
Of

LandBidUSA.com



LOTS 6, 7 & 8
STONE CREST SUBD.
EDINBURG, TX.

THIS DRAWING MAY NOT BE REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION BY Ramon Almaguer Designs

This plan is property of Ramon Almaguer Designs and owners stated on plans. These plans are limited to a one-time construction of this project, other construction is strictly prohibited without the written permission from Ramon Almaguer Designs.

Please Note:

Ramon Almaguer Designs assumes no liability for any structure constructed from this plans. It is the responsibility of the purchaser of this plans to perform the following before actual construction commences.

1. Builder or contractor must verify ALL DIMENSIONS prior to proceeding with construction.

2. Builder or contractor must verify compliance with all local building codes of the area where the structure is to be constructed and located.

3. Plans indicate locations only; engineer/agents should incorporate actual site conditions.

DESIGNED FOR:
JOE RAMIREZ

RAD
Ramon Almaguer Designs
COMMERCIAL & RESIDENTIAL DESIGNS
2408 BROCK, STE. 11
MISSION, TX. 78572
Of. (956) 583 0664
Cell. (956)221-3293

CONTRACTOR:

DATE:
12-16-13

IF MY SIGNATURE DOES NOT APPEAR IN "RED" THE USE OF REPRODUCTION OF THIS PLAN OR MAP MAY BE AN INFRINGEMENT OF THE FED. COPYRIGHT ACT.
TO REPORT COPYRIGHT VIOLATIONS FAIL (956) 231 3293

PAGE No.
1/1

PLAN No.
13-120

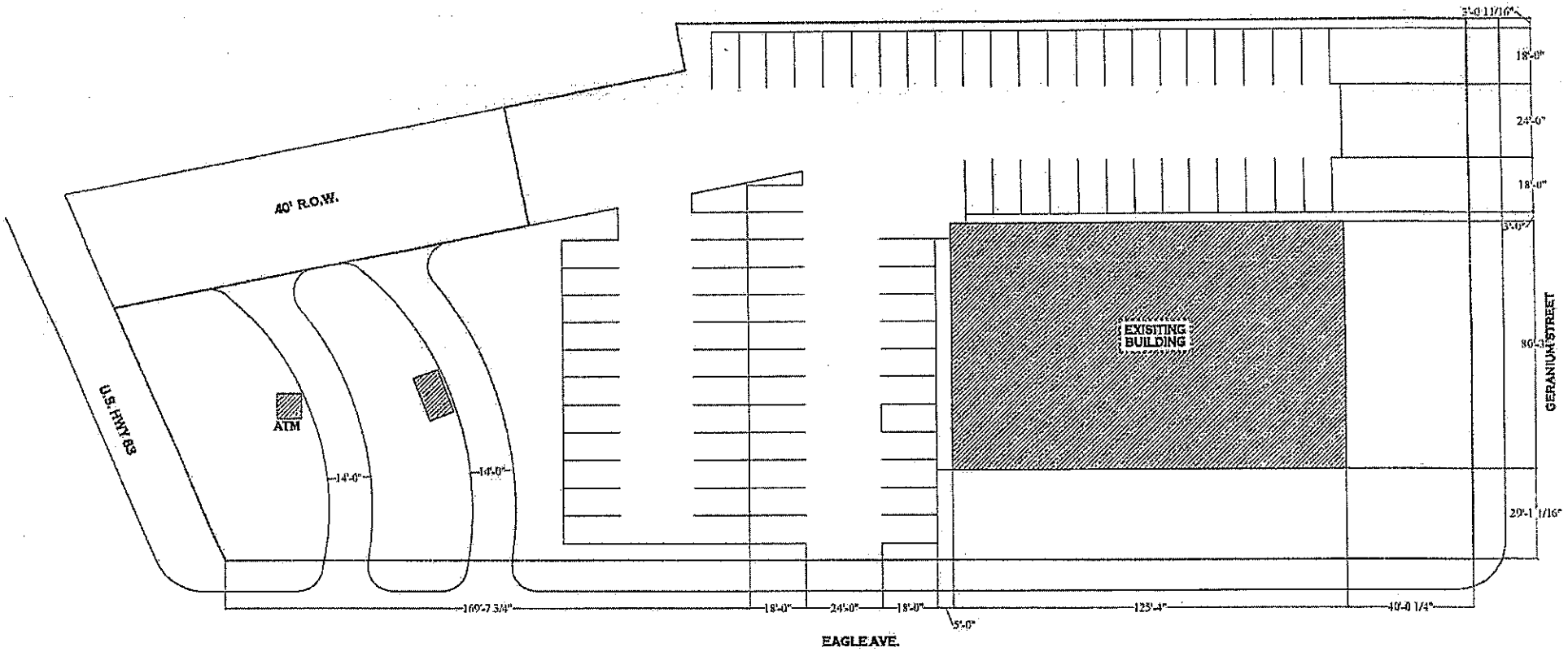

40' R.O.W.
U.S. HWY 89
ATM
14'-0"
14'-0"
EXISITING BUILDING
GERANIUM STREET
EAGLE AVE.
169'-7 3/4"
18'-0"
24'-0"
18'-0"
5'-0"
125'-4"
40'-0 1/4"
5'-0 11/16"
18'-0"
24'-0"
18'-0"
5'-0"
80'-1"
20'-1 1/16"

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/19/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER		CONTACT NAME: Eleanor V. Cantu	
Eleanor Cantu(1942532) 1027 Wisteria Ave Mcallen TX 78504-3511		PHONE (A/C, No, Ext): 956-618-2922 FAX (A/C, No): 956-618-2906 E-MAIL ADDRESS: ecantu1@farmersagent.com PRODUCER CUSTOMER ID:	
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC #
JOE, RAMIREZ 2891 E GRANT ST ROMA TX 78584		INSURER A: Truck Insurance Exchange	21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2891 E GRANT ST, ROMA, TX, 78584

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[ ] PROPERTY		605082669	03/02/2013	03/02/2014	[X] BUILDING	$ 954,000
	CAUSES OF LOSS	DEDUCTIBLES				[ ] PERSONAL PROPERTY	$
	[ ] BASIC	BUILDING 10,000				[ ] BUSINESS INCOME	$
	[ ] BROAD	CONTENTS 10,000				[ ] EXTRA EXPENSE	$
	[X] SPECIAL					[ ] RENTAL VALUE	$
	[ ] EARTHQUAKE					[ ] BLANKET BUILDING	$
	[ ] WIND					[ ] BLANKET PERS PROP	$
	[ ] FLOOD					[ ] BLANKET BLDG & PP	$
							$
							$
	[ ] INLAND MARINE		TYPE OF POLICY				$
	CAUSES OF LOSS						$
	[ ] NAMED PERILS		POLICY NUMBER				$
							$
	[ ] CRIME						$
	TYPE OF POLICY						$
							$
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN						$
							$
							$
							$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo shall be named as additional insured on all Commercial General Liability polices.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2014

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: Eleanor V Cantu	
Eleanor Cantu(1942532) 1027 Wisteria Ave Mcallen TX 78504-3511	PHONE (A/C, No, Ext): 956-618-2922	FAX (A/C, No): 956-618-2906
	E-MAIL ADDRESS: ecantu1@farmersagent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Truck Insurance Exchange	21709
INSURED JOSE I. RAMIREZ 2891 E GRANT ST (Lot 6 Buena Vista Plaza) ROMA TX 78584	INSURER B : Farmers Insurance Exchange	21652
	INSURER C : Mid Century Insurance Company	21687
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			605082669	03/02/2013	03/02/2014	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 500,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2891 E GRANT ST, ROMA, TX 78584 (legal: Lot 6 Buena Vista Plaza)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 14, 2014
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 for the exception of Commissioner Joe Flores.

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 for the exception of Item 10.E to be pulled for discussion.

5. Open Forum

Joseph Cyrus spoke of his concern over the lack of training to be honest and stated he has witnessed corruption within the county.

Virginia Townsend stated that county employees should not be electioneering while on the job.

Opal Billman feels the judge of the 275th District Court stole their property and stated the county and state should be responsible to ensure the courts function within the realm of the law.

Judge Garcia requested a moment of silence for a man whom he described as a pilar of the community, Mr. Ciro Trevino.

6. County Judge's Office:

1. **AI-42421** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County WIC Program-Lease of Office Space-City of Roma- RFB No. 2013-213-12-04-SMA

Mr. Eufracio questioned the commencement dates. Mr. Crain, Legal Counsel, explained that there is only one commencement date and stated that the commencement date is when Hidalgo County finally accepts the premises after remodeling takes place.

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: 4 - 0 - Unanimously

C. Sheriff's Office

1. **AI-42422** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Sheriff's Office Legend and Non-Legend Pharmaceuticals- RFB No. 2013-145-12-27-SMA.

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: 4 - 0 - Unanimously

13. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-42533** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. **AI-42505** C-0664-13-I; Iris Judith Serna, Rogelio Castillo Saldana v. County of Hidalgo

E. **AI-42603** CL-13-3882-A; TCPSP Corp. v. Hon. Jesus Morales (JP 1,2)

F. **AI-42554** Subrogation Claim Against Noe Vela-Castillo

AI-44808 **Closed Session 17. C.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087:
1. Project Soft Touch - Tax Abatement
2. Project Alaska - Tax Abatement

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 02:27 PM
Budget & Management	Debbie Tamez	05/30/2014 05:07 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Erika Reyna Started On: 05/30/2014 01:34 PM

Final Approval Date: 05/30/2014

AI-44741 **Closed Session 17. D.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 01:45 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Monica Badillo Started On: 05/28/2014 10:55 AM

Final Approval Date: 05/30/2014

AI-44778 **Closed Session 17. E.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 11:27 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Monica Badillo Started On: 05/29/2014 11:14 AM

Final Approval Date: 05/30/2014

AI-44758 **Closed Session 17. F.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yvonne Castelan

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 04:58 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/28/2014 02:28 PM

Final Approval Date: 05/30/2014

AI-44763 **Closed Session 17. G.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Aurelio Vaca and Guadalupe Vaca

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 09:26 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:10 AM

Final Approval Date: 05/30/2014

AI-44765 **Closed Session 17. H.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

CL-13-2016-D; Mario Herrera & Roxana Gonzalez v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 09:27 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:19 AM

Final Approval Date: 05/30/2014

AI-44767 **Closed Session 17. I.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Reney Sanchez & Julian Bautista Parents of Julian Bautista, Jr., a minor

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 09:29 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:36 AM

Final Approval Date: 05/30/2014

AI-44769 **Closed Session 17. J.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Reney Sanchez & Julian Bautista Parents of Fernando Bautista, a minor

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 11:25 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:49 AM

Final Approval Date: 05/30/2014

AI-44809 **Open Session 18. C.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087:
1. Project Soft Touch - Tax Abatement
2. Project Alaska - Tax Abatement

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 05:07 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Erika Reyna Started On: 05/30/2014 01:39 PM

Final Approval Date: 05/30/2014

AI-44742 **Open Session 18. D.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5115-13-B; Jose Ruben Balli v. Hidalgo County Sheriff's Department

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 01:45 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Monica Badillo Started On: 05/28/2014 10:55 AM

Final Approval Date: 05/30/2014

AI-44779 **Open Session 18. E.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 11:27 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Monica Badillo Started On: 05/29/2014 11:15 AM

Final Approval Date: 05/30/2014

AI-44759 **Open Session 18. F.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yvonne Castelan

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/28/2014 04:59 PM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/28/2014 02:29 PM

Final Approval Date: 05/30/2014

AI-44764 **Open Session 18. G.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Aurelio Vaca and Guadalupe Vaca

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 09:26 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:14 AM

Final Approval Date: 05/30/2014

AI-44766 **Open Session 18. H.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

CL-13-2016-D; Mario Herrera & Roxana Gonzalez v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 09:27 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:32 AM

Final Approval Date: 05/30/2014

AI-44768 **Open Session 18. I.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Reney Sanchez & Julian Bautista Parents of Julian Bautista, Jr., a minor

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/29/2014 09:29 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:46 AM

Final Approval Date: 05/30/2014

AI-44771 **Open Session 18. J.**

CC - REGULAR

Meeting Date: 06/03/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Reney Sanchez & Julian Bautista Parents of Fernando Bautista, a minor

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 11:26 AM
Purchasing Department	Monica Badillo	05/30/2014 05:22 PM

Form Started By: Aida Alvarez Started On: 05/29/2014 08:52 AM

Final Approval Date: 05/30/2014