AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 23, 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-46579** Introduction of Randy Sweeten, newly appointed Chairman of the Hidalgo County Regional Mobility Authority.

B. **AI-46609** Approval of Proclamation to proclaim September 25, 2014 as National Day of Remembrance For Murder Victims

C. **AI-46642** Approval of Proclamation declaring September as National Childhood Cancer Awareness Month

D. **AI-46593** 1. Discussion, Consideration and Approval regarding Interlocal Agreement between Hidalgo County and Weslaco Independent School District to broadcast Commissioners Court meetings.

2. Discussion, Consideration and Approval regarding Interlocal Agreement between Hidalgo County and Pharr, San Juan, Alamo Independent School District to broadcast Commissioners Court meetings.

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-46486** Requesting permission by Paragon Promotionz to host their 2nd Annual Benefit the Children Car, Truck and Bike Show at the courthouse square parking lot on September 27, 2014 from 2:00pm to 10:00pm. Proceeds for this event will be donated to CASA to help children of Hidalgo County with school supplies, uniforms, and other school necessities.

D. **AI-46594** Discussion and possible action on an Order authorizing the Proposed Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).

E. **AI-46492** Right of Way:
Approval of Pipeline Permit Open Cut - Oxy USA Inc, * Crossing 0.70 miles north of 14 Mile Rd on that unnamed road west of the Eyhorn Landfill Subdivision No. 1. * Crossing 0.40 miles from the unnamed road on the west side of the Eyhorn Landfill Subdivision No.1 and being on the unnamed road north of the same Eyhorn Landfill Subdivision No.1 * Crossing 1.62 miles west of FM 2844 on 16 Mile Rd. (Pct. 3)

F. **AI-46637** Approval to accept Bank of America settlement cashier check from Gloria A. Sturgis in the amount of $1,670.67 to settle auto accident with County vehicle. (Constable Precinct 4)

8. **Constables:**

A. **AI-46408** Constable Pct. 1 - LBSP (1284):
Discussion and approval of grant extension for the Local Border Security Program 2014 grant (LBSP-14) expiring on August 31, 2014; to be extended until February 28, 2015.

B. **AI-46483** Constable Pct. 4:
1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Government Code and Sec. 262.024(a)(9)(C) of the Local Government Code for: One (1) 2008 Ford F-150 XL Super Cab police interceptor model vehicle and equipment (light bars, stalker radar and speakers) for the total amount of $9,430.00.

2. Authorization for Purchasing Department to process a requisition and issue a purchase order and County Treasurer's to cut a check made payable to: Texas Facilities Commission after completion of County Auditor's review procedures.

9. **Sheriff's Office:**

A. **AI-46465** Operation Stonegarden (1284):
Authorization and approval to de-obligate $6,000.00 of Sheriff's Office Operation Stonegarden 2013 mileage funds to allocate to Constable Pct. 4.

B. **AI-46394** State Criminal Alien Assistance Program (SCAAP) Grant (1284):
Authorization and approval to accept the State Criminal Alien Assistance Program (SCAAP) 2014 Grant in the amount of $27,922.00.

C. **AI-46293** Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,374.25.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2015 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,374.25.

D. **AI-46509** Approval of Sheriff/Constable Fee Schedule for Year 2015.

10. **Health & Human Services Department - Eddie Olivarez**

A. **Health Care Funding District:**

1. **AI-46304** a. Public Hearing to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2015 and how the revenue derived from those payments is to be spent.

b. Consideration and possible approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.

c. Consideration and possible approval for the Hidalgo County Tax Accessor/Collector to collect the mandatory payment required by Hidalgo

County Health Care Funding District.

d. Consideration and approval to assess mandatory payment & set assessment date.

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

B. Indigent Health Care Program:

1. Discussion, consideration, and action regarding Hidalgo County Indigent Health Care Program and 1115 Waiver 2015 Budget.

11. Fire Marshal's Office - Juan Martinez:

A. AI-46480 Approval to reimburse Deputy Fire Marshal, Eric Sanchez, for Fire Service Instructor I exam in the amount of $85.00 (requisition #00263010) with authority for county treasurer to issue payment after reviewing and auditing procedures are completed.

B. AI-46481 Approval to reimburse Deputy Fire Marshal, Medardo Villarreal, for Fire Inspector I exam in the amount of $85.00 (requisition #00263014) with authority for county treasurer to issue payment after reviewing and auditing procedures are completed.

12. Adult Probation - Arnold K. Patrick:

A. AI-46289 DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $2,757.00
2. Approval of appropriation of DWI grant program income (GPI) in the total amount of $2,757,00.

13. Urban County - Diana Serna:

A. AI-46542 Requesting approval to rescind action taken by County Commissioners' Court on November 26, 2013. Agenda Item # (A1-41818) authorizing to negotiate a professional engineering service contract with the highest ranked firm DOS Logistics, Inc. for a UCP- City of Weslaco, FY 26 (2013) Water/Sewer Improvements project.

B. AI-46261 Hold a Public Hearing to consider public comments for Hidalgo County Urban County Program's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

C. **AI-46262** 1) Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed budget and program amendment for FYs (2005 thru 2014) The proposed amendment will delete and include new streets for Precinct No. 3 funding, amend project descriptions for the City of Granjeno Park Improvements Project, delete Water/Sewer Improvements and create a Public Service (General) activity for the City of Peñitas.

2) Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 3 for FYs (2005 thru 2014).

D. **AI-46451** The Urban County Program is requesting authorization to cancel a construction materials observation and testing services contract with Raba Kistner consultants, Inc. in the amount of $6,306.85 for year 2011 Water/Sewer Improvements project in the City of Weslaco. The project is 100% completed and no testing services were provided.

E. **AI-46489** 1. The City of Edcouch is requesting consideration and action to award and enter into a construction contract with the second (2nd) lowest bidder R & R Paving, LLC for a Street Improvements project in the amount of $191,217.60 utilizing UCP - City of Edcouch, FY 26 (2013) street improvement funds.

2. Urban County Program (in compliance with County of Hidalgo Procurement Policies and Texas Local Government Code 262) is requesting consideration and action to award and enter into a construction contract with the lowest responsible bidder 2GS, LLC for a Street Improvements project in the amount of $188,368.00 utilizing UCP - City of Edcouch, FY 26 (2013) street improvement funds.

F. **AI-46503** Requesting authorization to remove Advocacy Resource Center of Housing, Inc (ARCH), a non-profit organization participating in the Emergency Solutions Grant Program (ESG) from the 2014-2015 Annual Action Plan (Year 27). The UCP Annual Action Plan was approved by County Commissioner's Court on May 5, 2014 and submitted to the U.S. Department of Housing & Urban Development (HUD).

G. **AI-46532** Approval of land acquisition of Parcel #16 for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

14. **TX. Agri-Life Extension Services:**

A. **AI-46501** Texas Master Gardener, Norma Linda Sanchez, would like to address the court with a few words on the retirement of Mrs. Barbara Storz.

15. **Veterans Services - Emilio de los Santos:**

A. **AI-46287** Resolution Advocating Hyperbaric Therapy and Other Medical Treatments.

16. **Head Start Program - Teresa Flores:**

A. **AI-46401** Discussion/Approval to Submit the Following 2015 Budget Applications:
1. Department of Health and Human Services (DHHS)
2. Texas Department of Agriculture (TDA)

B. **AI-46402** Discussion/Approval of the 2014-2015 Training and Technical Assistance (T/TA) Program Plan

C. **AI-46400** Discussion/Approval of the Hidalgo County Head Start Program Revised Area Distribution for 2014-2015

D. **AI-46490** Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2014

E. **AI-46436** Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

F. **AI-46423** Discussion/Approval of the Hidalgo County Head Start Program Reimbursement for Program Related Mileage Policy

G. **AI-46403** Discussion/Approval of the 2013-2014 Program Information Report (PIR)

17. **Public Defender's Office - Jaime Gonzalez:**

A. **AI-46296** Public Defender's Juvenile Section (1282):
1. Requesting approval to accept the attached FY15 Multi-year Continued Discretionary Grant Award Contract #212-25-D09, in the amount of $79,946 from the Texas Indigent Defense Commission for the period of October 1, 2014 to September 30, 2015.
2. Approval of the Certification of Revenues as certified by the County Auditor.
3. Approval of interdepartmental transfer from County Wide Admin-Contingency to transfers out to fund a portion of the cash match.
4. Approval of appropriation of grant funds in the amount of $79,946.00 and the local cash match in the amount of $202,218.00.
5. Approval of salary schedule.

18. **WIC - Norma Longoria:**

A. **AI-46359** WIC ADM Grant (1292):
1. Approval to accept the FY 2015 WIC Adm Grant award in the amount of $10,983,089.00 commencing October 1, 2014 - September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY2015 commencing October 1, 2014 September 30, 2015.
3. Approval of Certification of Revenues in the amount of $10,270,000.00 as certified by the County Auditor for the FY 2015 WIC Admin Grant.
4. Approval of appropriation of funds in the amount of $10,270,000.00 for the

FY2015 WIC Adm Grant.
5. Approval of the following personnel actions:

Action	*Slot#*	*Position Title*	*Current/Proposed Budgeted Salary*
Delete	0018	Nutritionist I	$41,280.00
Delete	0058	Clerk V	$35,391.00
Delete	0094	Courier	$27,881.00
Delete	0122	Clerk II	$23,864.00
Delete	0128	Clerk II	$23,864.00
Delete	0133	Clerk I	$19,121.00
Delete	0150	Clerk I	$19,199.00
Delete	0153	Clerk I	$19,121.00
Delete	0154	Clerk II	$23,083.00
Delete	0157	Clinic Aide II	$23,083.00
Delete	0173	Clerk I	$19,121.00
Delete	0190	Custodian I	$23,807.00
Delete	0218	Nutritionist I	$41,280.00
Create	0248	Clinic Manager	$44,583.00
Create	0249	Clinic Manager	$44,583.00

6. Approval of the FY2015 WIC Adm Grant salary schedule.

WIC BF Grant (1292):
1. Approval to accept the FY 2015 WIC BF Peer Counselor Grant award in the amount of $799,302.00 commencing October 1, 2014 - September 30, 2015 pending receipt contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2015 commencing October 1, 2014- September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2015 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds for the FY2015 WIC BF Peer Counselor Grant.
5. Approval of the FY 2015 the WIC BF Peer Counselor Grant salary schedule.

Registered Dietician (1292):
1. Approval to accept the FY 2015 WIC: Registered Dietician Grant award in the amount of $57,255.00, commencing October 1, 2014 - September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Registered

Dietician Program for FY 2015 commencing October 1, 2014 - September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY2015 WIC Registered Dietician Grant.
4. Approval of appropriation of funds for the FY 2015 WIC Registered Dietician Grant.
5. Approval of the FY 2015 WIC Registered Dietician Grant salary schedule.

Lactation Services Grant (1292):
1. Approval to accept the FY 2015 WIC Lactation Services Grant in the amount of $80,000.00, commencing October 1, 2014- September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Services Program for FY2015 commencing October 1, 2014- September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY2015 WIC Lactation Services Grant.
4. Approval of appropriation of funds for the FY 2015 WIC Lactation Services Grant.
5. Approval of the FY2015 WIC Lactation Services Grant salary schedule.

WIC Obesity Grant (1292):
1. Approval to accept the FY 2015 WIC Obesity Prevention Grant in the amount of $20,000.00, commencing October 1, 2014- September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Obesity Prevention Program for FY 2015 commencing October 1, 2014 - September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2015 WIC Mini Obesity Prevention Grant.
4. Approval of appropriation of funds for the FY2015 WIC Mini Obesity Prevention Grant.

WIC Lactation Service Center Grant (1292):
1. Approval to accept the FY 2015 WIC: Lactation Service Center Grant in the amount of $275,000.00, commencing October 1, 2014- September 30, 2015, pending receipt of contract documents.
2. Requesting authorization to continue the provision of the WIC Lactation Service Center Grant for FY 2015 commencing October 1, 2014 - September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2015 WIC Lactation Service Center Grant.
4. Approval of appropriation of funds for the FY2015 WIC Lactation Service Center Grant.
5. Approval of the FY2015 WIC Lactation Service Center Grant salary schedule.

B. **AI-46572** Requesting approval to apply for the Community Based Solutions to Reduce Chronic Disease Project sponsored by NWA funding through the CDC. Deadline to complete online application is September 26, 2014.

19. **Colonia Access Program - John Paul Lugo:**

A. **AI-46299** Pct.#1 - Pct.#4 BCAP Round III (1312)
1. Approval to deobligate $1,516,747.90 from 3rd Call Border Colonia (Fund 1312).
2. Approval to appropriate $1,516,747.90 into 3rd Call Border Colonia (Fund 1312) for the following precincts in relation to Round III Colonia projects:

Pct.#1 BCAP Round III	$901,499.41
Pct.#2 BCAP Round III	$244,283.00
Pct.#4 BCAP Round III	$223,750.95
BCAP RIII Contingency Road Allocation	$147,214.54
TOTAL	$1,516,747.90

20. **Planning Department - Raul Sesin:**

A. **AI-46430** Final Approval
1. La Victoria Phase 2 Subdivision – Pct. 1 (Paul Daniec)

21. **Budget & Management - Sergio Cruz:**

A. **AI-46257** 2015 Budget Process:
1. Presentation of Fiscal Year 2015 Proposed Budget to be filed with the County Clerk and County Auditor as per Local Government Code - Section 111.066. (Adoption of the 2015 Budget will be held on September 30, 2014 at 9:30 a.m. in the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Texas.)
2. Presentation of Tax Assessor-Collector's Fiscal Year 2015 Special Funds Budget filed with the County Budget Officer as per Local Government Code - Section 111.096

B. **AI-46268** Second Public Hearing to discuss proposed 2014 Tax Rate.
(Adoption of the 2014 Tax Rate will be held on September 30, 2014 at 9:30 a.m. in the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Texas.)

C. **AI-46452** Discussion, consideration and possible action in relation to proposed revisions to the Travel Policy, Guidelines, and Procedures.

D. **AI-46418** Poll Workers (1100):
Approval to increase the wage rate to the Poll Workers (Elections/ Alternate Clerks & Elections Judges) as follows:

Action	**Current Wage Rate (Non-training)**	**Proposed Wage Rate (Non-training)**

Elections/ Alternate Clerks	$8.00 per hour	$10.10 per hour
Elections Judges	$9.00 per hour	$12.00 per hour

E. **AI-46643** Approval to submit IRS Form 8821 designating Sergio Cruz, County Budget Officer, as Hidalgo County Appointee authorized to receive/inspect tax information for listed tax matters, with authorization for County Judge to sign the required document.

F. **Budget Appropriations:**

1. **AI-46543** Health Department (1293):
Approval to deobligate cash match funds from the Health Department Grants (fund 1293) for FY 2015 and appropriate into Countywide Administration-Contingency (fund 1100) in the amount of $50,000.00.

2. **AI-46421** Pct. 3 R&B (1200):
Approval of 2014 appropriation of funds from the R&B unreserved fund balance for Pct 3 Rd Maint (fund 1200, program 005) in the amount of $26,746.70 to fund various operating expenditures.

22. **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-46554** A. Clarification purposes: On CC of 09-09-14 Purchasing reported that the method of procurement used in the solicitation of 2006 delinquent tax collection services project was through a RFQ w/P. However, the correct method of solicitation of Engagement of a Law Firm for the Collection of Delinquent Ad Valorem Taxes" was an RFP w/Q Request for Proposals with Qualifications);

B. Acceptance and approval of the amended and restated Interlocal Agreement (as drafted by legal counsel) between Hidalgo County and HC-Drainage District No. 1 to include the procurement process by Hidalgo County for the: Engagement of a Law Firm for the Collection of Delinquent and Related Services; and,

C. As directed by CC members on HCCC meeting of 09-09-14, acceptance and approval of "updated 2006 version" Request for Proposal w/Qualifications (RFP/Q) procurement packet including, legal notices, terms, conditions, Exhibits A (i.e.qualifications, requirements, scope of services) and B (selection criteria/scoring sheet) for: Engagement of a Legal Services for the Collection of Delinquent Ad Valorem Taxes and Other Related Services; OR, in the alternative,

D. Discussion and applicable action to AMEND the 2006 (updated) version of the RFP/Q as it relates to modification to Exhibit B (Evaluation Criteria/Scoring Sheet) only to reflect the new assessment of evaluation points as attached here to with emphasis on increasing the fee score from 20 to 30 as recommended by CC representatives at meeting held on 09-19-14 at Purchasing Department;

E. Restating authority to advertise the procurement of: Engagement of Law Firm for Collection of Delinquent Ad Valorem Taxes and Other Related Services as previously approved at HCCC meeting of 07-20-14

F. Discussion and action for the designation, assignment or appointment of Grading/Scoring Committee of the responses received for the "Request for Proposal w/Qualifications (RFP/Q) procurement packet for the Engagement of Law Firm for the Collection of Delinquent Ad Valorem Taxes and Other Related Services" project with acceptance date of Wednesday, October 15, 2014;

B. Pct. 1

1. **AI-46449** Acceptance and approval of Amendment (as document prepared by legal counsel) to Contract #C-14-017-03-05 with Roy's Hauling Services, Inc. to include the hauling services from pit locations of Progreso and/or La Joya of County's other awarded caliche vendor due to vendor's refusal to supply the caliche product to County.

2. **AI-46583** Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department for: Hidalgo County Precinct No. 1 -"Sioux Road Paving and Drainage Improvements Project (from Tower Road to Val Verde Road)"-RFB No. 2014-362-10-15-MSS.

C. Pct. 2

1. **AI-46608** Requesting approval of Supplemental Agreement No. 1 for Raba Kistner, Contract No. C-13-351-01-21 resulting in a revision of the project limits from (City Limits to I Rd) to (Fir St to I Rd) with an estimated cost increase of $ for services under Work Authorization No. 10 for the Pct 2 Owassa Rd Project (I Rd West to Fir St).

2. **AI-46446** Approval to purchase herein listed heavy equipment through County's membership/participation with NJPA contract awarded vendors, in the amounts quoted including delivery and administration fees not to exceed $ 132,150.73 for: One 2014 Cat Model CT660 Dump Truck from Holt Texas, LTD DBA Holt Cat National Joint Powers Alliance Contract # 060311-CAT

3. **AI-46573** Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $25,000:

Invoice No.	Vendor	Amount
214-12373	Frontera Materials, Inc.	$ 41,774.50

D. Pct. 3

1. **AI-46415** Presentation for discussion, consideration, and action on a recommendation by project Engineer L & G Engineering to award to lowest bidder meeting all specifications: IOC Company LLC in the amount of $1,569,523.71 Bid No. 2014-153-07-16-YSS “Mile 2 North Roadway Reconstruction Project.”

E. Pct. 4

1. **AI-46616** Discussion and possible approval of real property exchange closing documents in accordance with **"Order Confirming Sale'** approved by Commissioners' Court on AI#45878 presented on August 25, 2014 with **Guerra Brothers Master Partnership.**

F. WIC

1. **AI-46586** WIC PROGRAM-McAllen, Texas:
a. Ratification of the order and activation of an energy services provider account with HC's awarded vendor, Reliant (the State of Texas GLO Energy Management Program) for the WIC Program leased office space located at 3001 N. 23rd , Ste. 2, McAllen, Texas;

WIC PROGRAM-Roma, Texas:
b. Requesting authority for Margarita Gonzalez, WIC Program, to set up account with contracted energy company Reliant Energy, for the lease of office space located at 2891 E Grant St., Roma, Texas;

c. Acceptance and approval of a short-term Amendment to the current lease between HCs WIC Program and Jose I. Ramirez with the amendment term commencing 06-02-14 through 12-31-14 in order to reimburse Lessor, Jose I. Ramirez for all incurred expenses for energy services, garbage disposal and city services (utilities) including the authorization for order, activation and conversion of all utilites and/or City services to WIC Program name/account;

d. Acceptance and approval of all invoices (from June 2014-December 2014) for the reimbursement of the following utility expenses to Lessor, Jose I. Ramirez including, but not limited to Our Energy; City of Roma; and Garbage Collection Co. with authority to issue reimbursement.

G. **Facilities Management:**

1. AI-46565 Requesting approval to exercise County's authority to terminate contract with Loftin Equipment Company for the Service/Repair and Maintenance of County Generators by issuing a thirty (30) day termination notice as stipulated in the contract No. C-11-297-03-13.

H. **Budget & Management**

1. AI-46582 Presentation for discussion, consideration and action to renew current contract for a period of one (1) year with Blue Cross Blue Shield of Texas and Dearborn National for the "Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment" for 2015. Presentation by Alamo Insurance Group, the County's health insurance consultant.

I. **Sheriff's Office**

1. AI-46329 a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

b. Requesting approval of a "Sole Source Declaration" for Strong Watch Corporation"

c. Requesting approval to purchase (2) FOTM mobile surveillance systems, customized for Hidalgo County Sheriff's Dept operational requirements in an amount not to exceed $344,900.00, which includes a discount of $25,000.00 but not limited to shipping, installation and training.

23. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.074 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-46646 Duties & Evaluation of Hidalgo County Executive Officer

D. AI-46559 CL-14-3467-A; Rafael Clemente & Nancy Vidal ind. and a/n/f(s) of Richard Clemente v Hidalgo County

E. **AI-46589** CL-14-3390-B; Araceli De Anda v. Hidalgo Co. Constable Pct. 2 Martin Cantu; Juan J. Ramos dba El Valle Warehouse

F. **AI-46632** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

G. **AI-46544** Claim of Elizabeth Mireles

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-46647** Duties & Evaluation of Hidalgo County Executive Officer

D. **AI-46560** CL-14-3467-A; Rafael Clemente & Nancy Vidal ind. and a/n/f(s) of Richard Clemente v Hidalgo County

E. **AI-46590** CL-14-3390-B; Araceli De Anda v. Hidalgo Co. Constable Pct. 2 Martin Cantu; Juan J. Ramos dba El Valle Warehouse

F. **AI-46633** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

G. **AI-46545** Claim of Elizabeth Mireles

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

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

27. **Adjourn**

AI-46579 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Introduction of Randy Sweeten, newly appointed Chairman of the Hidalgo County Regional Mobility Authority.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact
Introduction of...newly appointed chairman

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 10:37 AM
Obdett Calzada	Debbie Tamez	09/19/2014 11:21 AM
Manuel Chapa	Manuel Chapa	09/19/2014 01:27 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: SANDRA DELEON Started On: 09/18/2014 09:08 AM

Final Approval Date: 09/19/2014

AI-46609 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation to proclaim September 25, 2014 as National Day of Remembrance For Murder Victims

BACKGROUND

Attachments

letter

Proclamation-Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 10:31 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Monica Badillo Started On: 09/18/2014 04:53 PM

Final Approval Date: 09/19/2014

The Rio Grande Valley
Families & Friends Of Murdered Children, Inc.
"For those who have died by homicide forever dancing in our hearts and seeking justice"

Robert Garcia, President ● Phone: (956) 566-2036 ● E-mail: RGVPOMC@msn.com
●www.rgvffomc.com ● Mail Address: 3105 White Wing Ave., TX 78539

Ramon Garcia, Hidalgo County Judge
302 W. University Dr.
Edinburg, TX 78539

RE: Proclamation Support

Dear Honorable Judge Ramon Garcia:

National Parents Of Murdered Children (POMC) established September 25th as a **National Day of Remembrance for Murder Victims** as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 (S. Res. 326), and the U.S. House of Representatives on May 14, 2007 (H. Res. 223) to honor the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the Nation is an important way of promoting public awareness.

As a contact person for National POMC we would be honored if you would issue a County of Hidalgo Judge proclamation to commemorate **2014 September 25th National Day of Remembrance for Murder Victims** in our (jurisdiction). We have enclosed/attached sample language for your consideration in drafting a proclamation.

Your proclamation is an important component of these efforts to educate Homicide Survivors and the public about resources for victim assistance and rights, advocacy and community safety.

We appreciate your consideration of our request, and know that Judge Garcia proclamation will enhance our efforts to promote **September 25th as a National Day of Remembrance for Murder Victims.**

Sincerely,
Robert Garcia, MS

ENCLOSURE/ATTACHMENT: Sample Proclamation Language

PROCLAMATION DECLARING SEPTEMBER 25, 2014
NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS

WHEREAS, the National Parents Of Murdered Children (POMC) established September 25th as a National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 and the U.S. House of Representatives on May 14, 2007

WHEREAS, POMC believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the Nation is an important way of promoting public awareness and remembering our loved ones;

WHEREAS, POMC Chapters and other organizations such as the Rio Grande Valley-Families and Friends Of Murdered Children will be holding an event to commemorate the Day of Remembrance for Murder Victims on Thursday September 25, 2014; and

WHEREAS, the murder of a loved one robs the victims family of a mother, father, sister, brother, son, daughter, husband, wife, partner, grandparent, aunt, uncle, extended family member, friend, neighbor or colleague, and creates an overwhelming challenge to fill the void their absence creates; and

WHEREAS, survivors of homicide victims use their tragedies to tell stories of pain and anger inflicted by a homicide. They have rejected paths of retaliation, shame and isolation and instead lean toward learning and teaching lessons of compassion and peace; and

WHEREAS, survivors of homicide victims transform their pain and anger into power and action; by honoring the memory of their loved ones impacted by homicide. Through leadership, grief support and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state and national level.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim September 25, 2014 as National Day of Remembrance for Murder Victims in Hidalgo County.

Approved this 23rd day of September 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-46642 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation declaring September as National Childhood Cancer Awareness Month

BACKGROUND

in order to raise awareness, remember those children who have lost the battle and encouraging the community's support in the commitment to fighting childhood cancer

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 03:44 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Monica Badillo Started On: 09/19/2014 03:38 PM

Final Approval Date: 09/19/2014

PROCLAMATION DECLARING SEPTEMBER 2014 AS
CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, Each year, pediatric cancer interrupts the childhood and limits the potential of thousands of young Americans and it is estimated that almost 16,000 of our daughters and sons under the age of 20 will be diagnosed with cancer this year; it remains the leading cause of disease-related death for children; and

WHEREAS, this month - in honor of these young patients, their loved ones, and all those who support them - Doctors Hospital at Renaissance rededicate ourselves to combating this devastation.

WHEREAS, critical research has led to real progress in the fight against pediatric cancer and improvements in treatment and increased participation in clinical trials have helped decrease mortality rates for many types of childhood cancer by more than 50 percent over the past 30 years.

WHEREAS, these gains remind us of the importance of supporting scientific advances, and give us hope for a future free from cancer in all its forms.

WHEREAS, during National Childhood Cancer Awareness Month, our Nation comes together to remember all those whose lives were cut short by pediatric cancer, to recognize the loved ones who know too well the pain it causes, and to support every child and every family battling cancer each day.

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court does hereby proclaim September 2014 as National Childhood Cancer Awareness Month and encourages all Americans to join us in reaffirming our commitment to fighting childhood cancer.

Approved this the 23rd day of September, 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-46593 **County Judge's Office 6. D.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Julia Sulllivan/Yolanda Chapa **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion, Consideration and Approval regarding Interlocal Agreement between Hidalgo County and Weslaco Independent School District to broadcast Commissioners Court meetings.

2. Discussion, Consideration and Approval regarding Interlocal Agreement between Hidalgo County and Pharr, San Juan, Alamo Independent School District to broadcast Commissioners Court meetings.

BACKGROUND

Interlocal Agreement for the broadcast of Commissioners Court meetings on Public, Educational, and Government access (PEG) television stations.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No cost to county.

Attachments

ICA

ICA

EMAIL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 03:51 PM
Obdett Calzada	Debbie Tamez	09/19/2014 11:23 AM
Manuel Chapa	Manuel Chapa	09/19/2014 05:09 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Monica Badillo Started On: 09/18/2014 03:01 PM

Final Approval Date: 09/19/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
PSJA INDEPENDENT SCHOOL DISTRICT AND
COUNTY OF HIDALGO, TEXAS

THIS AGREEMENT is made on this the ____ day of _____, 2014, by and between the **PSJA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is an independent school district located in Hidalgo County, Texas;

WHEREAS, County is a county of the State of Texas;

WHEREAS, County desires to broadcast recordings of the Hidalgo County Commissioners Court Meetings on the television in an effort to allow the public more opportunities to view said meetings;

WHEREAS, District has the capabilities and desire to assist County in providing more viewing opportunities to the public;

NOW THEREFORE, for and in consideration of the tasks performed by District and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, District and County hereby agree to the following:

1. District agrees to broadcast recorded regular and special Hidalgo County Commissioners Court Meetings (collectively referred to hereafter as "Recordings") at no cost to the County.

2. County shall provide the Recordings to District in a mutually agreeable media format.

3. Recordings shall be broadcasted in their entirety on Fridays at 10:00 a.m., and District shall not pre-empt any scheduled broadcast of the Recordings.

4. All arrangements for on-air broadcast of the Recordings are subject to the regulations of the Federal Communications Commission (FCC), other laws governing broadcasting, and standard broadcasting practice.

5. District and County hereby agree that the term of this Agreement shall be for one (1) year and may be extended at the sole discretion of County for an additional one (1) year term, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first. Additionally, County reserves the right to extend the Agreement for an additional ninety (90) day grace period at the expiration of any term. Either party may terminate this Agreement by providing thirty (30) days written notice. In the event that District terminates this Agreement, District shall continue to provide the services herein until either an Agreement is entered into with a new provider and/or at the expiration of ninety (90) days, whichever earlier.

6. As a condition of this Agreement, District shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof related to the broadcasting of the Recordings.

7. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or District under Texas law and without waiving any available defenses under Texas law.

8. 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.

9. This Agreement shall not be assignable in whole or in part by either party without prior written consent of the other party.

10. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: Ramon Garcia, County Judge 300 W. University St. Edinburg, TX 78539
If to District:	PSJA Independent School District Attn: Dr. Daniel King, Superintendent 601 E. Kelly St. Pharr, TX 78577

11. 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.

12. No waiver by an party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. 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.

14. The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.

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

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

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

PSJA INDEPENDENT
SCHOOL DISTRICT

_____
Dr. Daniel King, Superintendent

Approved by Commissioners Court on: _____

Approved as to form:

Office of Criminal District Attorney
Rene Guerra

By: _____
Name:
Assistant District Attorney

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN WESLACO INDEPENDENT SCHOOL DISTRICT AND COUNTY OF HIDALGO, TEXAS

THIS AGREEMENT is made on this the 8 day of September 2014, by and between the **WESLACO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is an independent school district located in Hidalgo County, Texas;

WHEREAS, County is a county of the State of Texas;

WHEREAS, County desires to broadcast recordings of the Hidalgo County Commissioners Court Meetings on the television in an effort to allow the public more opportunities to view said meetings;

WHEREAS, District has the capabilities and desire to assist County in providing more viewing opportunities to the public;

NOW THEREFORE, for and in consideration of the tasks performed by District and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, District and County hereby agree to the following:

1. District agrees to broadcast recorded regular and special Hidalgo County Commissioners Court Meetings (collectively referred to hereafter as "Recordings") at no cost to the County.

2. County shall provide the Recordings to District in a mutually agreeable media format.

3. Recordings shall be broadcasted in their entirety on Fridays at 10:00 a.m., and District shall not pre-empt any scheduled broadcast of the Recordings.

4. All arrangements for on-air broadcast of the Recordings are subject to the regulations of the Federal Communications Commission (FCC), other laws governing broadcasting, and standard broadcasting practice.

5. District and County hereby agree that the term of this Agreement shall be for one (1) year and may be extended at the sole discretion of County for an additional one (1) year term, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first. Additionally, County reserves the right to extend the Agreement for an additional ninety (90) day grace period at the expiration of any term. Either party may terminate this Agreement by providing thirty (30) days written notice. In the event that District terminates this Agreement, District shall continue to provide the services herein until either an Agreement is entered into with a new provider and/or at the expiration of ninety (90) days, whichever earlier.

6. As a condition of this Agreement, District shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof related to the broadcasting of the Recordings.

7. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or District under Texas law and without waiving any available defenses under Texas law.

8. 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.

9. This Agreement shall not be assignable in whole or in part by either party without prior written consent of the other party.

10. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: Ramon Garcia, County Judge 300 W. University St. Edinburg, TX 78539
If to District:	Weslaco Independent School District Attn: Dr. Ruben Alejandro, Superintendent 319 W. Fourth Street Weslaco, TX 78596

11. 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.

12. No waiver by an party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. 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.

14. The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.

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

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

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

WESLACO INDEPENDENT
SCHOOL DISTRICT

Dr. Ruben Alejandro, Superintendent

Approved by Commissioners Court on: _____

Approved as to form:

Office of Criminal District Attorney
Rene Guerra

By: _____
Name:
Assistant District Attorney

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

Re: For Tuesday's Commissioners Court Agenda

From : Julia Sullivan <julia.sullivan@co.hidalgo.tx.us> Thu, Sep 18, 2014 04:24 PM
Subject : Re: For Tuesday's Commissioners Court Agenda
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Cc : Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>

External images are not displayed. Display images below

Yes, Legal drafted the Interlocals and we've been working with Michael Garza all along.
Thank you.

Julia Benitez Sullivan
Public Affairs Director
(956) 292-7026

The County of Hidalgo, Texas
Office of Hidalgo County Judge Ramon Garcia
Public Affairs Division
302 W. University Dr.
Edinburg, TX 78539

From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
To: "Julia Sullivan" <julia.sullivan@co.hidalgo.tx.us>
Cc: "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>
Sent: Thursday, September 18, 2014 3:05:41 PM
Subject: Re: For Tuesday's Commissioners Court Agenda

Has legal reviewed this? You want on for the 23rd mtg, right?

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Julia Sullivan" <julia.sullivan@co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Yolanda Chapa" <yolanda.chapa@co.hidalgo.tx.us>
Sent: Wednesday, September 17, 2014 10:38:30 AM
Subject: For Tuesday's Commissioners Court Agenda

Interlocal Agreement for the broadcast of Commissioners Court meetings on Public, Educational, and

Government access (PEG) television stations.

A. Discussion, Consideration and Approval regarding Interlocal Agreement between Hidalgo County and Weslaco Independent School District to broadcast Commissioners Court meetings.

B. Discussion, Consideration and Approval regarding Interlocal Agreement between Hidalgo County and Pharr, San Juan, Alamo Independent School District
to broadcast Commissioners Court meetings.

Julia Benitez Sullivan
Public Affairs Director
(956) 292-7026

The County of Hidalgo, Texas
Office of Hidalgo County Judge Ramon Garcia
Public Affairs Division
302 W. University Dr.
Edinburg, TX 78539

AI-46486 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting permission by Paragon Promotionz to host their 2nd Annual Benefit the Children Car, Truck and Bike Show at the courthouse square parking lot on September 27, 2014 from 2:00pm to 10:00pm. Proceeds for this event will be donated to CASA to help children of Hidalgo County with school supplies, uniforms, and other school necessities.

BACKGROUND

Organization will obtain appropriate general liability insurance and all food vendors will have their food permits from the City of Edinburg.

Attachments

Flyer

Letter

Certificate of Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/12/2014 04:08 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Veronica Ortiz Started On: 09/12/2014 08:05 AM

Final Approval Date: 09/19/2014

For more information call
956-219-4652

2nd Annual

BENEFIT THE CHILDREN

Car, Truck n Bike Show

Entry fee is $20
Spectators $2 donation

Live music
&
Food vendors

Set up time 2-4pm
Show 4-10pm

September 27TH, 2014 ☆ ☆ Edinburg Town Square

September 9, 2014

To whom it may concern:

I, Anita Salas owner and event coordinator of Paragon Promotionz am writing this letter to ask for your permission to use the Hidalgo County Courthouse parking lot September 27, 2014 to host the 2nd Annual Benefit the Children Car, Truck and Bike Show. This event will be to benefit the children of Hidalgo County with school supplies, uniforms and other necessities they may still need for school for this 2014-2015 school year. I have worked with CASA of Hidalgo County before which is the charity I strongly support throughout the year with events and will be donating the proceeds of this event to them so they can distribute to the families and children in need of these supplies. The event will be held from 4pm to 10pm with live music, food, vendors and fun for the entire family to enjoy. All food vendors will have their food permits from the City of Edinburg and attach is my insurance policy as requested. I appreciate your time and support to make this event a success and a difference in today. For any further questions and information please feel free to contact me at (956) 219-4652. Once again thank you for your time and support on this matter.

Sincerely,

Anita Salas

PARAGON PROMOTIONZ

EDINBURG, TEXAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2014

PRODUCER

East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelper.com

THIS CERTIFICATION 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.

INSURED

Paragon Promotionz
Anita Salas
p.o box 4214
edinburg, TX 78540

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Lloyds Syndicate 2623	AA-1128623 82%
INSURER B:	Lloyds Syndicate 623	AA-1126623 18%
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	**GENERAL LIABILITY**				EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY	EH-771312-L688578	09/27/2014	09/28/2014	MED EXP (Any one person)	$ 5,000
		[ ] CLAIMS MADE [ ] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
		[X] Host Liquor Liability	EH-771312-L688578	09/27/2014	09/28/2014	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ INCLUDED
		[X] POLICY [ ] PRO-JECT [ ] LOC				DEDUCTIBLE	$ 1,000
		[ ] Retail Liquor Liability					$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
		[ ]				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

CERTIFICATE HOLDER

County of Hidalgo Texas
100 N Closner Blvd
edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER ~~WILL ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
County of Hidalgo Texas 100 N Closner Blvd edinburg, TX 78539
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

© ISO Properties, Inc., 2004

AI-46594 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Romeo Cantu **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action on an Order authorizing the Proposed Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).

BACKGROUND

Attachments

request

A

B

ORDER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 11:00 AM
Manuel Chapa	Manuel Chapa	09/19/2014 05:17 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Monica Badillo Started On: 09/18/2014 03:10 PM

Final Approval Date: 09/19/2014

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

200 S. 10th Street, Suite 1500
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

September 15, 2014

Monica Badillo
Commissioners' Court Administrator
Hidalgo County
2818 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. Badillo:

Our firm would like to be placed on the agenda for the Hidalgo County Commissioners Court Regular Meeting and the Hidalgo County Drainage District #1 Board Meeting scheduled for September 23, 2014.

The agenda item is as follows:

Hidalgo County Commissioner Court Meeting

Discussion and possible action on an Order authorizing the Proposed Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).

If you have any questions, please feel free to contact me.

Sincerely,

Romeo Cantu
Communications Director/Litigation Manager
rcantu@pbfcm.com

Hidalgo County Tax Resale
Exhibit "A"

EXHIBIT "A"

Item	Original Tax Sale Date	Tax Suit	Legal Description	School District	Current Market Value (HCAD)	Minimum Bid
1	9/4/2012	T-303-10-C HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. MARGARITO OCHOA, ET. AL.	DESCRIPTION: TRACT 1: LOT 1, BLOCK 8, LAKEVIEW SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED OCTOBER 6, 1965 FROM RALPH H. KING TO MARGARITO OCHOA, RECORDED IN VOLUME 1177, PAGE 607, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L255001008000100 DESCRIPTION: TRACT 2: LOT 2, BLOCK 8, LAKEVIEW SUBDIVISION NO. 1, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED NOVEMBER 6, 1962 FROM RALPH H. KING TO MARGARITO OCHOA, RECORDED IN VOLUME 1047, PAGE 157, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L255001008000200 DATE OF JUDGMENT: 2/9/2012 ADJUDGED VALUE: Tract 1: $21,314.00 Tract 2: $24,628.00	LA JOYA ISD	$21,314.00	**$2,131.40**

2	10/1/2013	T-039-05-C DONNA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. ALBINO TORRES, ET AL	TRACT 1: LOT 19, BLOCK 4, SCHROEDER SUBDIVISION, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S215000004001900 TRACT 2: LOT 17, BLOCK 4, SCHROEDER SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S215000004001700 TRACT 3: IMPROVEMENTS ONLY SITUATED ON THE EAST 120 FEET OUT OF WEST 148.27 FEET OUT OF LOT 1, CLARK SUBDIVISION, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C540098000000101 DATE OF JUDGMENT: 4/18/2013 ADJUDGED VALUE: TRACT 1: $46,121.00 TRACT 2: $9,900.00 TRACT 3: $12,533.00	DONNA ISD	$67,836.00	**$6,783.60**
3	11/5/2013	T-433-03-A LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENNEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE vs. BLAS CERDA, ET AL	SHARE 2, PARTITION OF THE ESTATE OF DON ANACIANO CERDA, BEING ALL OF TRACTS 64, 71 & 72, SHARE 17, OF LOS EJIDOS DE REYNOSA VIEJO GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OF PLAT THEREOF, RECORDED IN VOLUME 13, PAGE 32, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L605000000006402 DATE OF JUDGMENT: 4/7/2005 ADJUDGED VALUE: $13,131.00	LA JOYA ISD	$32,055.00	**$3,205.50**

4	12/3/2013	T-364-10-A HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #2 vs. MAXIMINO CORTEZ, ET. AL.	DESCRIPTION: LOT 14, BLOCK 35, A.C. CARLSON SUBDIVISION, AN ADDITION TO THE CITY OF ELSA, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED MAY 2, 1962 FROM L.C. OLIVAREZ TO MAXIMINO CORTEZ, RECORDED IN VOLUME 1369, PAGE 779, DEED RECORDS, HIDALGO COUNTY, TEXAS. LOT 15, BLOCK 35, A.C. CARLSON EDINBURG SUBDIVISION, AN ADDITION TO THE CITY OF ELSA, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JANUARY 27, 1958 FROM HECTOR GONZALEZ, ET . UX. TO MAXIMINO CORTEZ, RECORDED IN VOLUME 908, PAGE 248, DEED RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C180000035001400 DATE OF JUDGMENT: 11/14/2012 ADJUDGED VALUE: $29,042.00	EDCOUCH-ELSA ISD	$29,452.00	**$2,945.20**
5	12/3/2013	T-456-11-F HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3, AND HIDALGO COUNTY ROAD DISTRICT #15 vs. E. J. SALDANA	DESCRIPTION: TRACT 1: THE EAST HALF OF LOT 16, LOS TERRAZOS SUBDIVISION, HIDALGO COUNTY, TEXAS , ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED DATED FEBRUARY 27, 1998 FROM ROBERT M. CARAVEO TO E. J. SALDANA, RECORDED ON FEBRUARY 27, 1998 IN DOCUMENT NUMBER 658356, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L640000000001601 DATE OF JUDGMENT: 3/15/2012 ADJUDGED VALUE: $55,619.00	EDINBURG CISD	$56,501.00	**$5,650.10**

6	12/3/2013	T-1966-11-G DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA AND SOUTH TEXAS COLLEGE, ET AL vs. CARLOTA Z. CACERES, ET AL	LOTS 10, AND 11, BLOCK 2, ORIGINAL TOWNSITE, CITY OF DONNA, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1334, PAGE 335, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: D680000002001000 DATE OF JUDGMENT: 8/6/2013 ADJUDGED VALUE: $47,737.00	DONNA ISD	$38,349.00	**$3,834.93**
7	12/3/2013	T-0961-12-I LA JOYA INDEPENDENT SCHOOL DISTRICT, CITY OF PALMVIEW AND SOUTH TEXAS COLLEGE, ET AL vs. HILDA LEAL, A/K/A HILDA MARIA LEAL A/K/A MARIA LEAL A/K/A MARIA H. LEAL A/K/A MARIA HILDA WEAL	1.13 ACRES, MORE OR LESS, OUT OF LOTS 8 AND 9, BLOCK 2, MISSION GROVE ESTATES, HIDALGO COUNTY, TEXAS, SAID 1.13 ACRES DESCRIBED IN DEED DATED OCTOBER 27, 1981 FROM OSCAR FLORES AND WIFE MATILDE FLORES TO HILDA LEAL, RECORDED IN VOLUME 1753, PAGE 148, DEED RECORDS OF HIDALGO COUNTY, TEXAS ; SAVE AND EXCEPT HOWEVER, 0.037 ACRE, MORE OR LESS, DESCRIBED IN DEED DATED MAY 26, 2004 FROM HILDA LEAL TO THE STATE OF TEXAS, RECORDED IN DOCUMENT NO. 1359332, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, LEAVING HEREIN A RESIDUE OF 1.093 ACRE, MORE OR LESS. ACCOUNT NO.: M500000002000810 DATE OF JUDGMENT: 8/15/2013 ADJUDGED VALUE: $116,231.00	LA JOYA ISD	$51,697.00	**$5,169.70**

Hidalgo County Tax Resale
Exhibit "B"

EXHIBIT "B"

Item	Original Tax Sale Date	Tax Suit	Legal Description	School District	Current Market Value (HCAD)	Minimum Bid
8	2/4/2014	T-1059-97-B LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS COMMUNITY COLLEGE vs. EULALIA NUNEZ DE FLORES, ET AL.	28.66 ACRES, ,MORE OR LESS, OUT OF TRACT 303, PARTITION OF PORCIONES 38, 39 AND 40, HIDALGO COUNTY, TEXAS, DESCRIBED AS 32.05 ACRES, MORE OR LESS, OUT OF SHARE EIGHTY-EIGHT IN A FINAL DECREE DATED NOVEMBER 27, 1922, FROM W.L. HART ETAL TO ALEJANDRO F. FLORES, IN VOLUME 146, PAGE 128, DEED RECORDS OF HIDALGO COUNTY, TEXAS; SAVE & EXCEPT HOWEVER, THE FOLLOWING: A. THAT CERTAIN 0.25 ACRES TRACT DESCRIBED IN VOLUME 623, PAGE 391, DEED RECORDS OF HIDALGO COUNTY, TEXAS; B. THAT CERTAIN 0.11 ACRES TRACT DESCRIBED IN VOLUME 630, PAGE 184, DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND C. THAT CERTAIN 3.03 ACRES TRACT DESCRIBED IN VOLUME 990, PAGE 209, DEED RECORDS OF HIDALGO COUNTY, TEXAS; LEAVING HEREIN A RESIDUE OF 28.66 ACRES, MORE OR LESS. ACCOUNT NO.: 1003800000030303 DATE OF JUDGMENT: 8/14/2013 ADJUDGED VALUE: $118,999.00	DONNA ISD	$118,761.00	**$41,566.35**
9	2/4/2014	T-443-03-B LA JOYA INDEPENDENT SCHOOL DISTRICT, HIDALGO-KENEDY COUNTY EDUCATION DISTRICT NO. 10, HIDALGO COUNTY AND SOUTH TEXAS	THE SOUTH 5 ACRES OF THE NORTH 15 ACRES OF LOT 12, BEING THE SAME PROPERTY AS THE NORTH 5 ACRES OF THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF SAID LOT 12, C. A. CONNOR & COMPANY, INC., SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 11, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. C7900-00-000-0012-20) ACCOUNT NO.: C790000000001220	LA JOYA ISD	$36,000.00	**$12,600.00**

		COMMUNITY COLLEGE vs. MICHAEL ROSS	DATE OF JUDGMENT: 10/24/2007 ADJUDGED VALUE: $26,600.99			
10	2/4/2014	T-002-05-B WESLACO INDEPENDENT SCHOOL DISTRICT, DONNA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. ESTEBAN GARCIA	TRACT 1: LOT 39, MUNIZ SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 24, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. M7030-00-000-0039-00) ACCOUNT NO.: M703000000003900 DATE OF JUDGMENT: 6/25/2007 ADJUDGED VALUE: $12,945.00	DONNA ISD	$14,170.00	**$4,959.50**
11	2/4/2014	T-798-06-F LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. JUANA CAMPOS MARTINEZ A/K/A JUANA M. CAMPOS A/K/A JUANA C. CAMPOS A/K/A JUANA C. MARTINEZ	1.00 ACRE, MORE OR LESS, SITUATED IN TRACT 239, PORCION 40, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN DEED DATED APRIL 1, 1998 FROM ADRIAN FLORES, ET AL. TO JOSE N. RAMIREZ, IN COUNTY CLERK'S FILE #667627, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. 10038-00-000-0239-11) ACCOUNT NO.: 1003800000023911 DATE OF JUDGMENT: 4/3/2007 ADJUDGED VALUE: $92,231.00	LA JOYA ISD	$55,917.00	**$19,570.95**
12	2/4/2014	T-883-06-A CITY OF MISSION vs. ARMANDO PENA AND ESPERANZA PENA	ALL OF LOT 7, BLOCK 13, VALLE HERMOSO SUBDIVISION, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 8, PAGE 39, MAP RECORDS OF HIDALGO COUNTY, TEXAS (ACCOUNT NO. V0700-00-013-0007-00). ACCOUNT NO.: V070000013000700 DATE OF JUDGMENT: 9/16/2009 ADJUDGED VALUE: $42,268.00	MISSION CISD	$37,126.00	**$12,994.10**

13	2/4/2014	T-247-07-C PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT, CITY OF ALAMO, CITY OF SAN JUAN AND SOUTH TEXAS COLLEGE, ET AL vs. THE KNOWN AND UNKNOWN HEIRS OF BERNARDO T. TREVINO (DECEASED), ET AL	LOT 3, BLOCK 88, ORIGINAL TOWNSITE ADDITION, AN ADDITION TO THE CITY OF ALAMO, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 3359, PAGE 450, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. A2100-00-088-0003-00) ACCOUNT NO.: A210000088000300 DATE OF JUDGMENT: 2/13/2012 ADJUDGED VALUE: $29,133.00	PSJA ISD	$29,621.00	**$10,241.35**
14	2/4/2014	T-300-08-C EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. ARTHURO SALINAS A/K/A ARTURO SALINAS	1.50 ACRES, MORE OR LESS, BEING A PORTION OF THE EAST 10.00 ACRES OF THE NORTH 15.00 ACRES (LESS 0.42 ACRES OF RAILROAD RIGHT OF WAY) OF FARM TRACT 429, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CONTRACT FOR DEED DATED DECEMBER 1980, FROM ARTURO G. SALINAS ETUX TO OSCAR M. GONZALEZ ETUX, IN VOLUME 2392, PAGE 774, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. W3800-00-429-0000-06) ACCOUNT NO.: W380000429000006 DATE OF JUDGMENT:2/11/2013 ADJUDGED VALUE: $32,571.00	EDCOUCH-ELSA CISD	$32,571.00	**$11,399.85**
15	2/4/2014	T-678-08-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 vs. ANGIE A. HERNANDEZ	DESCRIPTION: LOT 32, LOMA BONITA SUBDIVISION, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 1298036 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. L5180-00-000-0032-00) ACCOUNT NO.:L518000000003200 DATE OF JUDGMENT: 1/27/2010 ADJUDGED VALUE: $26,220.00	EDINBURG CISD	$26,220.00	**$9,177.00**

16	2/4/2014	T-1242-08-E HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. GUMARO FLORES, ET AL	DESCRIPTION: A 0.50 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE NORTH ONE HALF (1/2) LOT 10, BLOCK 18, TEXAN GARDENS PORCIONES 79 & 80, HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED THAT DEED FROM PABLO GONZALEZ ET UX. TO GUMARO FLORES ET UX. DATED MARCH 16,1994 RECORDED IN DOCUMENT NUMBER 375878, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (ACCOUNT NO. T2200-00-018-0010-05) ACCOUNT NO.: T220000018001005 DATE OF JUDGMENT: 2/2/2012 ADJUDGED VALUE: $17,365.00	LA JOYA ISD	$17,365.00	**$6,077.75**
17	2/4/2014	T-575-09-H EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. PEDRO MONTOYA, ET AL	2.0 ACRES, MORE OR LESS, BEING THE EAST 2 ACRE OF THE WEST 5 ACRES, OF LOT 15, SEMINARY HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS AS DESCRIBED IN VOLUME 1668, PAGE 312. DEED RECORDS OF HIDALGO COUNTY, TEXAS (ACCOUNT NO. S2400-00-000-0015-10) ACCOUNT NO.: S240000000001510 DATE OF JUDGMENT: 10/28/2009 ADJUDGED VALUE: $16,960.00	EDINBURG CISD	$25,526.00	**$8,934.10**
18	2/4/2014	T-071-10-I HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #5 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. CANDELARIO GODINA, JR., ET AL	DESCRIPTION: LOT 33, ARIEL HINOJOSA SUBDIVISION, UNIT NO. 2, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED SEPTEMBER 1, 1981 FROM ARIEL HINOJOSA, ET. UX. TO CANDELARIO GODINA AND LYDIA M. GODINA, RECORDED IN VOLUME 1749 PAGE 579, REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. (ACCOUNT NO. H3650-02-000-0033-00) ACCOUNT NO.: H365002000003300 DATE OF JUDGMENT: 11/15/2011	LA JOYA ISD	$11,394.00	**$3,987.90**

			ADJUDGED VALUE: $11,394.00			
19	2/4/2014	T-1094-10-F HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #5 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. EDIKA PENA, ET AL	DESCRIPTION: LOT 15, RAMIREZ SUBDIVISION, UNIT NO. 3, AN ADDITION TO THE CITY OF PALMVIEW, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN DOCUMENT NUMBER 854574, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (ACCOUNT NO. R0550-03-000-0015-00) ACCOUNT NO.: R055003000001500 DATE OF JUDGMENT: 3/15/2012 ADJUDGED VALUE: $48,494.00	LA JOYA ISD	$46,367.00	**$16,228.45**
20	2/4/2014	T-1571-10-F HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 vs. ARNOLDO VILLARREAL, ET. AL.	DESCRIPTION: TRACT 1: LOT TWO HUNDRED SEVENTY EIGHT (278), SOUTH TOWER ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JANUARY 29, 1993 FROM BAR INVESTMENTS, INC. TO ARNOLDO VILLARREAL AND ROSA VILLARREAL, RECORDED ON MARCH 23, 1993 IN DOCUMENT NUMBER 311445, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (ACCOUNT NO. S4770-00-000-0278-00) ACCOUNT NO.: S477000000027800 DATE OF JUDGMENT: 8/23/2013 ADJUDGED VALUE: $16,848.00	DONNA ISD	$16,848.00	**$5,896.80**
21	2/4/2014	T-989-11-J HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND LA JOYA INDEPENDENT SCHOOL DISTRICT	DESCRIPTION: LOT 11, J.O. SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT DEED OF GIFT RECORDED ON AUGUST 29, 1997 IN DOCUMENT NUMBER 620101, OFFICIAL	LA JOYA ISD	$16,455.00	**$5,759.25**

		vs. GUILLERMO OCHOA III, ET AL	RECORDS, HIDALGO COUNTY, TEXAS. (ACCOUNT NO. J1830-01-000-0011-00) ACCOUNT NO.: J183001000001100 DATE OF JUDGMENT: 2/21/2013 ADJUDGED VALUE: $16,455.00			
22	2/4/2014	T-2090-11-J EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF EDINBURG AND SOUTH TEXAS COLLEGE, ET AL vs. NATIVIDAD RAMOS JR., AKA NATIVIDAD RAMOS	LOT 4, UNIVERSITY NORTH SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 2767, PAGE 233, OFFICIAL RECORDS OF HIDALGO COUNTY,TEXAS.(ACCOUNT NO. U100001000000400) ACCOUNT NO.: U100001000000400 DATE OF JUDGMENT: 5/30/2013 ADJUDGED VALUE: $30,675.00	EDINBURG CISD	$30,232.00	**$10,581.20**
23	2/4/2014	T-2123-11-E EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF EDINBURG AND SOUTH TEXAS COLLEGE, ET AL vs. GUADALUPE VASQUEZ, ET AL	WEST 1.00 ACRE, MORE OR LESS, OF THE EAST 10.50 ACRES OF THE NORTH 20.00 ACRES OF LOT 2, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, AN ADDITION TO HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 1, PAGE12, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. T2100-00-242-0002-02) ACCOUNT NO.: T210000242000202 DATE OF JUDGMENT: 6/25/2013 ADJUDGED VALUE: $45,720.00	EDINBURG CISD	$45,720.00	**$16,002.00**
24	2/4/2014	T-0324-12-E EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF EDINBURG AND SOUTH TEXAS COLLEGE, ET AL vs. JESSICA CAVAZOS	0.52 ACRE, MORE OR LESS, BEING THE SOUTH 143.08 FEET OF THE WEST 158.80 FEET OF THE NORTH 320.0 FEET OF LOT 12, OUT OF THE WEST 1.4 OF SECTION 248, TEXAS MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. S3500-00-000-0001-05) ACCOUNT NO.: S350000000000105	EDINBURG CISD	$41,944.00	**$14,680.40**

			DATE OF JUDGMENT: 6/25/2013 ADJUDGED VALUE: $36,247.00			
25	2/4/2014	T-0949-12-H LA JOYA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. NICOLASA HERNANDEZ, ET AL	2.200 ACRES, MORE OR LESS, BEING TRACT 24B, LOS EJIDOS DE REYNOSA GRANT, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN A DECREE OUT OF SHARE NUMBER TWENTY-FIVE DATED JANUARY 23, 1935 FROM RAMON VELA, ET AL TO CORNELIO OCHOA, ET AL, IN VOLUME 408, PAGE 8, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. L6050-00-000-0024-40) ACCOUNT NO.: L605000000002440 DATE OF JUDGMENT: 4/22/2013 ADJUDGED VALUE: $24,215.00	LA JOYA ISD	$24,215.00	**$8,475.25**
26	2/4/2014	T-0976-12-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND MCALLEN INDEPENDENT SCHOOL DISTRICT vs. ENRIQUE TAGLE, ET AL	DESCRIPTION: LOTS 21 AND 22 IN BLOCK 4 IN MONTERREY ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT DEED RECORDED ON OCTOBER 3, 1960, VOLUME 989, PAGE 26, DOCUMENT NUMBER 18047, DEED RECORDS, HIDALGO COUNTY, TEXAS. (ACCOUNT NO. M6050-00-004-0021-00) ACCOUNT NO.: M605000004002100 DATE OF JUDGMENT: 12/4/2012 ADJUDGED VALUE: $16,500.00	MCALLEN ISD	$16,500.00	**$5,775.00**
27	2/4/2014	T-2802-12-E DONNA INDEPENDENT SCHOOOL DISTRCT AND SOUTH TEXAS COLLEGE, ET AL vs. CARLOTA LUNA FLORES, (DECEASED)	LOT 30, BALLI SUBDIVISION NO. 2, BEING A RESUBDIVISION OF NORTH 1/2 OF SOUTH 1/2 OF LOT 2, BLOCK 31, LA DONNA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 17, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. B0450-02-000-0030-00) ACCOUNT NO.: B045002000003000 DATE OF JUDGMENT: 8/20/2013 ADJUDGED VALUE: $10,500.00	DONNA ISD	$10,500.00	**$3,675.00**

28	2/4/2014	T-0357-13-D HIDALGO COUNTY, CITY OF LA JOYA AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. RICARDO CANTU, JR., ET AL	DESCRIPTION: TRACT 1: ALL OF LOT 2, SANTOS SUBDIVISION, AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 20, PAGE 105, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. S1900-00-000-0002-00) ACCOUNT NO.: S190000000000200 DATE OF JUDGMENT: 8/8/2013 ADJUDGED VALUE: $6,721.00	LA JOYA ISD	$6,721.00	**$2,352.35**
29	2/4/2014	T-0357-13-D HIDALGO COUNTY, CITY OF LA JOYA AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. RICARDO CANTU, JR., ET AL	DESCRIPTION: TRACT 2: ALL OF LOT 4, SANTOS SUBDIVISION, AN ADDITION TO THE CITY OF LA JOYA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 20, PAGE 105, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. S1900-00-000-0004-00) ACCOUNT NO.: S190000000000400 DATE OF JUDGMENT: 8/8/2013 ADJUDGED VALUE: $6,246.00	LA JOYA ISD	$6,246.00	**$2,186.10**
30	3/4/2014	T-1158-06-F MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND CITY OF MISSION vs. GRICELDA GARZA	LOT 102, ABBOTT MANOR PHASE I, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS, AS SHOWN BY THE PLAT THEREOF RECORDED IN VOLUME 34, PAGE 7, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS (ACCOUNT NO. A0220-01-000-0102-00). ACCOUNT NO.: A022001000010200 DATE OF JUDGMENT: 10/15/2008 ADJUDGED VALUE: $45,778.00	MISSION CISD	$13,648.00	**$4,776.80**

31	3/4/2014	T-333-07-F LA JOYA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE vs. GENOVEVA G. ROSALES A/K/A GENOVEVA G. GUERRA	LOTS 23 & 24, CASA DE LOS VECINOS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP AND PLAT THEREOF RECORDED IN VOLUME 21, PAGE 177, MAP RECORDS, HIDALGO COUNTY, TEXAS. (ACCOUNT NO. C2110-00-000-0023-00) ACCOUNT NO.: C211000000002300 DATE OF JUDGMENT: 8/24/2007 ADJUDGED VALUE: $18,623.00	LA JOYA ISD	$26,778.00	**$9,372.30**
32	3/4/2014	T-1322-07-F DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA, SOUTH TEXAS COLLEGE, ET AL vs. JOSEFA F. PEREZ, A/K/A JOSEFA MENDOZA PEREZ A/K/A JOSEFA M. PEREZ	ACCT. NO. M4100-00-002-0002-00; LOT 2, BLOCK 2, MIDDLE-DONNA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 2718, PAGE 162, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M410000002000200 DATE OF JUDGMENT: 1/9/2009 ADJUDGED VALUE: $14,965.00	DONNA ISD	$13,089.00	**$4,581.15**
33	3/4/2014	T-1485-07-G WESLACO INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. CAROLINA GAYTAN AKA CAROLINA G. HERRERA, ET AL	ACCT. NO. M4050-00-003-0022-00; LOT 22, BLOCK 3, MID-WAY VILLAGE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 19, PAGE 15, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M405000003002200 DATE OF JUDGMENT: 6/25/2013 ADJUDGED VALUE: $26,691.00	WESLACO ISD	$26,322.00	**$9,212.70**
34	3/4/2014	T-106-08-B HIDALGO COUNTY vs. MIGUEL GARZA, JR., A/K/A MIGUEL A. GARZA, JR.	DESCRIPTION: A 0.282 ACRE TRACT, OUT OF A 2.015 ACRE TRACT, OUT OF LOT 11, OF THE MANCIAS PARTITION, OUT OF PORCION 46, HIDALGO COUNTY, TEXAS, SAID 0.282 ACRE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN A DEED DATED DECEMBER 5, 1984 IN VOLUME 2067, PAGE 197 IN THE OFFICIAL RECORDS	LA JOYA ISD	$7,369.00	**$2,579.15**

		A/K/A MIGUEL ARCANGEL GARZA JR., ET AL	OF HIDALGO COUNTY, TEXAS. (ACCT. NO. 10046-00-000-0074-20) ACCOUNT NO.: 1004600000007420 DATE OF JUDGMENT: 3/4/2013 ADJUDGED VALUE: $9,546.00			
35	3/4/2014	T-292-08-E EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT, CITY OF EDCOUCH AND SOUTH TEXAS COLLEGE, ET AL vs. TEXAS MARTINEZ VENTURES, INC. ET AL	ACCT. NO. Y0500-00-004-0006-00; THE WEST 170.00 FEET OF LOT 6, BLOCK 4, YATES ADDITION, CITY OF EDCOUCH, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 5, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS . ACCOUNT NO.: Y050000004000600 DATE OF JUDGMENT: 3/26/2013 ADJUDGED VALUE: $22,950.00	EDCOUCH-ELSA ISD	$22,950.00	**$8,032.50**
36	3/4/2014	T-1089-08-I MCALLEN INDEPENDENT SCHOOL DISTRICT, CITY OF MCALLEN AND SOUTH TEXAS COLLEGE, ET AL vs. THE KNOWN AND UNKNOWN HEIRS OF LUCIA V. & ERNESTO AMAR (DECEASED), ET AL	ACCT. NO. M6050-00-002-0010-00; LOTS 10 AND 11, BLOCK 2, MONTERREY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 2462, PAGE 33, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M605000002001000 DATE OF JUDGMENT: 6/15/2010 ADJUDGED VALUE: $43,303.00	MCALLEN ISD	$42,471.00	**$14,864.85**
37	3/4/2014	T-1448-08-E MCALLEN INDEPENDENT SCHOOL DISTRICT, CITY OF MCALLEN AND SOUTH TEXAS COLLEGE, ET AL vs. THE KNOWN AND UNKNOWN HEIRS OF ELIA DE LEON (DECEASED), ET AL	ACCT. NO. S4350-00-001-0019-00; LOT 19, BLOCK 1, SOUTH MCALLEN ADDITION, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR OF PLAT THEREOF, RECORDED IN VOLUME 5, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S435000001001900 DATE OF JUDGMENT: 6/21/2012 ADJUDGED VALUE: $9,500.00	MCALLEN ISD	$9,500.00	**$3,325.00**

38	3/4/14	T-1063-09-E PROGRESO INDEPENDENT SCHOOL DISTRICT, CITY OF PROGRESO AND SOUTH TEXAS COLLEGE, ET AL vs. NETNET, LLC.	ACCT. NO. C1370-00-000-0031-00; 0.136 ACRES, MORE OR LESS, OUT OF THE EAST 9.89 ACRES OF LOT 28 LLANO GRANDE SUBDIVISION, HIDALGO COUNTY, TEXAS, BEING LOT 31, CAPETILLO, AN UNRECORDED SUBDIVISION, AS DESCRIBED IN DEED DATED FEBRUARY 10, 1984, FROM DOMINGO MORENO ETUX TO JOSE R. MORENO ETUX, IN VOLUME 1942, PAGE 687, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C137000000003100 DATE OF JUDGMENT: 9/20/2012 ADJUDGED VALUE: $47,856.00	PROGRESO ISD	$37,479.00	**$13,117.65**
39	3/4/14	T-1257-09-E HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. THE KNOWN AND UNKNOWN HEIRS OF ARISELA CANO AND ANY OTHER PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY	DESCRIPTION: TRACT 1: A 0.157 OF AN ACRE TRACT OF LAND, MORE OR LESS, PART OF TRACT 183, LOS EJIDOS DE REYNOSA VIEJO, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN CLERK'S FILE NUMBER 601296, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. L6050-00-000-0183-10) ACCOUNT NO.: L605000000018310 DATE OF JUDGMENT: 9/5/2013 ADJUDGED VALUE: $16,434.00	LA JOYA ISD	$15,940.00	**$5,579.00**
40	3/4/14	T-055-10-D HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 vs. ROBERTO RODRIGUEZ	LEGAL DESCRIPTION: LOT THIRTY- THREE (33), PIQUITO DE ORO SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED DECEMBER 31, 1987 FROM JOSE A. HERNANDEZ, ET UX TO ROBERTO RODRIGUEZ, RECORDED IN VOLUME 2647, PAGE 117 REAL PROPERTY RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. P6960-00-000-0033-00) ACCOUNT NO.: P696000000003300 DATE OF JUDGMENT: 9/22/2011 ADJUDGED VALUE: $11,664.00	DONNA ISD	$14,256.00	**$4,989.60**

41	3/4/14	T-353-10-G DONNA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE vs. ALBERTO MACIAS, ET AL	ACCT. NO. W1850-00-000-0001-13; 3.048 ACRES, MORE OR LESS, BEING A PORTION OF LOT 1, PORTION NO. 1 OF THE PARTITION OF RACHAEL WEBBER ESTATE, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN DEED DATED OCTOBER 10, 1994, FROM MARIA ANGELITA CASTILLO TO ALBERTO MACIAS ETAL, IN CLERK'S FILE #413680, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: W185000000000113 DATE OF JUDGMENT: 4/26/2012 ADJUDGED VALUE: $13,702.00	DONNA ISD	$25,166.00	**$8,808.10**
42	3/4/14	T-1204-10-G HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 vs. THE KNOWN AND UNKNOWN HEIRS OF EPIMENIO PALOMO A/K/A EPIGMENIO PALAMO, (DECEASED) AND ANY OTHER KNOWN OR UNKNOWN PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY, ET AL	DESCRIPTION: LOT 8, BLOCK 8, COLONIA GARZA SUBDIVISION, CITY OF MERCEDES, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN THAT DEED RECORDED ON DECEMBER 11, 1962, VOLUME 1050, PAGE 19, DEED RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. C7000-00-008-0008-00) ACCOUNT NO.: C700000008000800 DATE OF JUDGMENT: 6/27/2013 ADJUDGED VALUE: $13,335.00	MERCEDES ISD	$13,335.00	**$4,667.25**
43	7/1/14	T-1034-13-B HIDALGO COUNTY, CITY OF LA JOYA AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. ANNA MARIA	DESCRIPTION: TRACT 1: A 1.04 ACRE TRACT OF LAND, MORE OR LESS, OUT OF TRACT 5, ABUNDIO GARZA PARTITION OF LANDS, OUT OF TRACT 7, PORCION 47, AND TRACTS 251, 251-A AND 251-B, LOS EJIDOS DE REYNOSA VIEJO GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 34, MAP RECORDS, HIDALGO COUNTY, TEXAS,	LA JOYA ISD	$17,659.00	

		LIMAS GARCIA	AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT WARRANTY DEED RECORDED ON AUGUST 19, 2002, DOCUMENT NUMBER 1112771, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS GARZA, ABUNDIO W366.2'-N123.3'-S568.7' LOT 5 1.04AC NET. (ACCT: G180000000000501) ACCOUNT NO.: G180000000000501 DATE OF JUDGMENT: 1/24/2014 ADJUDGED VALUE: $17,659.00			**$6,180.65**
44	3/4/14	T-637-11-B HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #05 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. THE KNOWN AND UNKNOWN HEIRS OF ANTONIO GARCIA AND ANY OTHER PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY	DESCRIPTION: TRACT 1: THE WEST 1/2 OF LOT 34, AMENDED TRIPLE "D" HOME PLACE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON FEBRUARY 28, 1992, IN VOLUME 3215, PAGE 253, DOCUMENT NUMBER 251759, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CARRIED OVER IN TAX ROLLS AS TRIPLE D HOME PLACE LT 34-B. ACCOUNT NO.: T760000000003401 DATE OF JUDGMENT: 10/3/2012 ADJUDGED VALUE: $5,433.00	LA JOYA ISD	$8,149.00	**$2,852.15**
45	3/4/14	T-637-11-B HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #05 AND LA JOYA INDEPENDENT SCHOOL DISTRICT	DESCRIPTION: TRACT 2: THE EAST 25 FEET OF LOT 35, AMENDED TRIPLE "D" HOME PLACE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON FEBRUARY 28, 1992, IN VOLUME 3215, PAGE 253, DOCUMENT NUMBER 251759, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CARRIED OVER IN TAX ROLLS AS TRIPLE D	LA JOYA ISD	$2,716.00	**$950.60**

		vs. THE KNOWN AND UNKNOWN HEIRS OF ANTONIO GARCIA AND ANY OTHER PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY	HOME PLACE E25'-LOT 35-A. ACCOUNT NO.: T760000000003500 DATE OF JUDGMENT: 10/3/2012 ADJUDGED VALUE: $2,716.00			
46	3/4/14	T-762-11-G HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3 vs. JORGE CINCO, ET AL	TRACT 1: LOT 11, W1/2 UNIT 2, JACKSONS NEW WORLD DEV #2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CONTRACT FOR DEED RECORDED ON FEBRUARY 3, 1999 IN DOCUMENT NUMBER 745636, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: J225002000001102 TRACT 2: LOT 12, UNIT 2, JACKSONS NEW WORLD DEV #2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CONTRACT FOR DEED RECORDED ON FEBRUARY 3, 1999 IN DOCUMENT NUMBER 745636, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: J225002000001200 DATE OF JUDGMENT: 9/12/2012 ADJUDGED VALUE TRACT 1: $32,170.00 ADJUDGED VALUE TRACT 2:$10,194.00 *COMBINED	EDINBURG CISD	$31,467.00	**$11,013.45**
47	3/4/14	T-1034-11-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE	DESCRIPTION: LOT 6, BLOCK 5, L.D. MORGAN SUBDIVISION, CITY OF ELSA, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 9, PAGE 40, MAP RECORDS, HIDALGO COUNTY, TEXAS AND CARRIED ON THE TAX ROLLS AS L D MORGAN ADDITION BLK 5 LT 6.	EDCOUCH-ELSA ISD	$6,188.00	**$2,165.80**

		DISTRICT #1 vs. GILBERTO GARCIA	ACCOUNT NO.: L005000005000600 DATE OF JUDGMENT: 3/6/2012 ADJUDGED VALUE: $6,188.00			
48	3/4/14	T-1051-11-G HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND MCALLEN INDEPENDENT SCHOOL DISTRICT vs. THE KNOWN AND UNKNOWN HEIRS OF DARIO GARCIA AND ANY OTHER PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY, ET AL	DESCRIPTION: LOT 10 IN BLOCK 3, SOUTH MCALLEN, ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT DEED WITH VENDOR'S LIEN RECORDED ON NOVEMBER 18, 1996 IN DOCUMENT NUMBER 562942, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S435000003001000 DATE OF JUDGMENT: 10/30/2012 ADJUDGED VALUE: $15,438.00	MCALLEN ISD	$15,438.00	**$5,403.30**
49	3/4/14	T-0868-12-H EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF EDINBURG AND SOUTH TEXAS COLLEGE, ET AL vs. CLAUDE JEAN-PROST, ET AL	ACCT. NO. H0350-02-000-0005-00 (9426-106-002-5); LOT 5, HACIENDA DEL BRONCO UNIT NO. 2, AN ADDITION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 20, PAGE 15, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: H035002000000500 DATE OF JUDGMENT: 3/18/2013 ADJUDGED VALUE: $37,800.00	EDINBURG CISD	$37,800.00	**$13,230.00**
50	3/4/14	T-1769-12-H EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CITY OF EDINBURG AND SOUTH TEXAS COLLEGE, ET AL vs. AMADO VELA,	ACCT. NO. M4750-00-002-0011-00; LOT 11, BLOCK 2, MIRASOL SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 19, PAGE 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M475000002001100 DATE OF JUDGMENT: 6/24/2013 ADJUDGED VALUE: $12,000.00	EDINBURG CISD	$12,000.00	**$4,200.00**

		(DECEASED), ET AL				
51	5/6/14	T-209-08-B HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 vs. ISAAC RAMOS	DESCRIPTION: LOT 1, BLOCK 10, WESLACO ORIGINAL TOWNSITE, HIDALGO COUNTY, TEXAS AND ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS. (ACCT. NO. W2300-00-010-0001-00) ACCOUNT NO.: W230000010000100 DATE OF JUDGMENT: 4/13/2011 ADJUDGED VALUE: $8,040.00	WESLACO ISD	$8,040.00	**$2,814.00**
52	5/6/14	T-1877-09-C DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. GUAJARDO BROS	ACCT. NO. L0450-00-144-0000-03; LOT 2, RESUBDIVISION OF BLOCK 144, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION 'B', A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 2, PAGE 51, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L045000144000003 DATE OF JUDGMENT: 2/3/2014 ADJUDGED VALUE: $180,500.00	DONNA ISD	$180,500.00	**$63,175.00**
53	5/6/14	T-760-11-H HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 vs. HOLFINA TRUST A/K/A HOLFINA TRUST OF SCHANN LIECHTENSTEIN, ET AL	DESCRIPTION: ALL OF LOT 4, BLOCK 31, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CORRECTION WARRANTY DEED RECORDED ON JULY 19, 1976 IN VOLUME 1492, PAGE 413, DOCUMENT NUMBER 19621, DEED RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. T2200-00-031-0004-00) ACCOUNT NO.: T220000031000400 DATE OF JUDGMENT: 9/18/2012 ADJUDGED VALUE: $80,000.00	LA JOYA ISD	$80,000.00	**$28,000.00**

54	5/6/14	T-976-11-C HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND MCALLEN INDEPENDENT SCHOOL DISTRICT vs. RAFAEL MARTINEZ, ET AL	DESCRIPTION: TRACT 1: LOT 3, BLOCK 6, COLLEGE HEIGHTS SUBDIVISION, AN ADDITION TO THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 5, MAP RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C630000006000300 DATE OF JUDGMENT: 1/9/2014 ADJUDGED VALUE: $21,000.00	MCALLEN ISD	$15,750.00	**$5,512.50**
55	5/6/14	T-1164-11-E HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND MCALLEN INDEPENDENT SCHOOL DISTRICT vs. FIDEL TORREZ A/K/A FIDEL TORRES, ET AL	DESCRIPTION: LOTS 18 AND 19, BLOCK 4, MONTERREY SUBDIVISION TO MCALLEN, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M605000004001800 DATE OF JUDGMENT: 1/28/2014 ADJUDGED VALUE: $16,500.00	MCALLEN ISD	$16,500.00	**$5,775.00**
56	5/6/14	T-1631-12-J HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #2 vs. THE KNOWN AND UNKNOWN HEIRS OF JOHN OCIE ROBERTS, (DECEASED), AND ANY OTHER KNOWN OR UNKNOWN PERSON HAVING A	DESCRIPTION: TRACT 2: A 8.149 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCKS 166, 186, 187, 203, AND 204, LLANO GRANDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED UNDER TRACT 3 BY METES AND BOUNDS IN THAT WARRANTY DEED RECORDED ON OCTOBER 17, 2006, DOCUMENT NUMBER 1675908, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS; SAVE AND EXCEPT THE NORTHWEST 1 ACRE OF LOT 166 FOR IMPROVEMENTS, LEAVING A RESIDUE OF 7.15 ACRES NET, AND CARRIED ON THE TAX ROLLS AS LLANO GRANDE LOTS 166, 186, 187, 203 & 204 EXC	PROGRESO ISD	$107,250.00	**$37,537.50**

		CLAIM AND/OR INTEREST TO THE PROPERTY	NW 1.0AC-LOT 166 FOR IMP 7.15AC NET. ACCOUNT NO.: L502500000016620 DATE OF JUDGMENT: 1/9/2014 ADJUDGED VALUE: $85,800.00			
57	5/6/14	T-1631-12-J HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #2 vs. THE KNOWN AND UNKNOWN HEIRS OF JOHN OCIE ROBERTS, (DECEASED), AND ANY OTHER KNOWN OR UNKNOWN PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY	DESCRIPTION: TRACT 3: A 4.32 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCKS 204, 216, AND 217, LLANO GRANDE SUBDIVISION, AN ADDITION TO THE CITY OF PROGRESO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGE 27, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED UNDER TRACT 1 BY METES AND BOUNDS IN THAT WARRANTY DEED RECORDED ON OCTOBER 17, 2006, DOCUMENT NUMBER 1675908, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS LLANO GRANDE SD LT204-S100'-E100'-W233', LOT 216-E100'-W233' & LT217-E100'-W232' & E100.84'-W332.84'-S200' 4.32AC. ACCOUNT NO.: L502500000020405 DATE OF JUDGMENT: 1/9/2014 ADJUDGED VALUE: $70,019.00	PROGRESO ISD	$70,019.00	**$24,506.65**
58	5/6/14	T-2815-12-B DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. ADRIAN SANTOS, ET AL	DESCRIPTION: TRACT 1: LOT 10, SUNGROVES PARK SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CLERK'S FILE # 796284, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S692500000001000 DATE OF JUDGMENT: 1/16/2014 ADJUDGED VALUE: $15,449.00	DONNA ISD	$14,835.00	**$5,192.25**

59	7/1/14	T-0903-13-F HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND DONNA INDEPENDENT SCHOOL DISTRICT vs. YVONNE E. TREVINO	DESCRIPTION: LOT TWENTY-NINE (29), GARDEN HOMES SUBDIVISION, AN ADDITION TO THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 9, MAP RECORDS, HIDALGO COUNTY, TEXAS.(ACCT: G070000000002900) ACCOUNT NO.: G070000000002900 DATE OF JUDGMENT: 11/20/2013 ADJUDGED VALUE: $55,311.00	DONNA ISD	$53,919.00	**$18,871.65**
60	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 2: ACCT. NO. C1760-00-000-0033-00; LOT 33, CARLOS ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, PLAT RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000003300 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $18,995.00	LA JOYA ISD	$18,995.00	**$6,648.25**
61	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 3: ACCT. NO. C1760-00-000-003500; LOT 35, CARLOS ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, PLAT RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000003500 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $21,659.00	LA JOYA ISD	$21,659.00	**$7,580.65**
62	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND	TRACT NO. 4: ACCT. NO. C1760-00-000-0036-00; LOT 36, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF	LA JOYA ISD	$21,597.00	**$7,558.95**

		HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000003600 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $21,597.00			
63	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 5: ACCT. NO. C1760-00-000-0037-00; LOT 37, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000003700 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $21,698.00	LA JOYA ISD	$21,698.00	**$7,594.30**
64	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 6: ACCT. NO. C1760-00-000-0038-00; LOT 38, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000003800 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $22,641.00	LA JOYA ISD	$22,641.00	**$7,924.35**
65	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 7: ACCT. NO. C1760-00-000-0039-00; LOT 39, CARLOS ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, PLAT RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000003900 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $25,875.00	LA JOYA ISD	$25,875.00	**$9,056.25**

66	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 8: ACCT. NO C1760-00-000-0066-00; LOT 66, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000006600 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00	LA JOYA ISD	$15,794.00	**$5,527.90**
67	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 9: ACCT. NO. C1760-00-000-0070-00; LOT 70, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007000 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00	LA JOYA ISD	$15,794.00	**$5,527.90**
68	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 10: ACCT. NO. C1760-00-000-0071-00; LOT 71, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, PLAT RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007100 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $21,330.00	LA JOYA ISD	$21,330.00	**$7,465.50**
69	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY	TRACT NO. 11: ACCT. NO. C1760-00-000-0073-00; LOT 73, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	LA JOYA ISD	$15,794.00	**$5,527.90**

		vs. CARLOS G. LEAL, INC., ET AL	ACCOUNT NO.: C176000000007300 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00			
70	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 12: ACCT. NO. C1760-00-000-0074-00; LOT 74, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007400 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00	LA JOYA ISD	$15,794.00	**$5,527.90**
71	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 13: ACCT. NO. C1760-00-000-0075-00; LOT 75, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007500 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00	LA JOYA ISD	$15,794.00	**$5,527.90**
72	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 14: ACCT. NO. C1760-00-000-0076-00; LOT 76, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007600 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00	LA JOYA ISD	$15,794.00	**$5,527.90**
73	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS	TRACT NO. 15: ACCT. NO. C1760-00-000-0077-00; LOT 77, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP	LA JOYA ISD	$15,794.00	

		COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007700 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00			**$5,527.90**
74	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 16: ACCT. NO. C1760-00-000-007800; LOT 78, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007800 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00	LA JOYA ISD	$15,794.00	**$5,527.90**
75	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT NO. 18: ACCT. NO. C1760-00-000-0040-00; LOT 40, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000004000 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $21,558.00	LA JOYA ISD	$21,558.00	**$7,545.30**
76	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT 19: ACCT. NO. C1760-00-000-0065-00; LOT 65, CARLOS ACRES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, PLAT RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000006500 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $15,794.00	LA JOYA ISD	$15,794.00	**$5,527.90**

77	6/4/14	T-930-06-C LA JOYA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. CARLOS G. LEAL, INC., ET AL	TRACT 20: C1760-00-000-0072-00; LOT 72, CARLOS ACRES SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 162, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C176000000007200 DATE OF JUDGMENT: 10/28/2013 ADJUDGED VALUE: $19,860.00	LA JOYA ISD	$19,860.00	**$6,951.00**
78	6/4/14	T-573-07-E DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. VIRGIL R. COX (DECEASED), ET AL	TRACT NO. 1: ACCT. NO. H0800-00-200-0000-00; 0.67 ACRE FOR IMPROVEMENTS, MORE OR LESS, OUT OF THE SOUTH 200 FEET OF THE WEST 10 ACRES OF BLOCK 200, HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1992, PAGE 861, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: H080000200000000 TRACT NO. 2: ACCT. NO. H0800-00-200-0000-13; THE SOUTH 200 FEET OF THE WEST 10 ACRES OF BLOCK 200, EXCEPT 0.67 ACRE, HALL-FIFIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1992, PAGE 861, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: H080000200000013 DATE OF JUDGMENT: 8/27/2013 ADJUDGED VALUE TRACT 1: $77,140.00 ADJUDGED VALUE TRACT 2: $39,161.00	DONNA ISD	$109,077.00	**$38,176.95**
79	6/4/14	T-794-08-F CITY OF ALTON AND SOUTH TEXAS COLLEGE, ET AL vs. JORGE A. VALDEZ, A/K/A JORGE ALBERTO VALDEZ A/K/A JORGE VALDEZ, ET AL	ACCT. NO. C2110-00-000-0002-00; LOT 2, CASA DE LOS VECINOS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 177, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: C211000000000200 DATE OF JUDGMENT: 11/8/2013 ADJUDGED VALUE: $22,153.00	LA JOYA ISD	$21,812.00	**$7,634.20**

80	6/4/14	T-1674-08-G DONNA INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE AND SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, ET AL vs. RUBEN RODRIGUEZ, ET AL	THE NORTH 5.00 ACRES OF THE WEST 10.00 ACRES OF THE EAST 20.00 ACRES, OUT OF BLOCK 103, HILL-HALBERT SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CLERK'S FILE #386592, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: H347500103000003 DATE OF JUDGMENT: 8/29/2013 ADJUDGED VALUE: $94,271.00	DONNA ISD	$93,327.00	**$32,664.45**
81	6/4/14	T-1898-09-G DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. MARIA DE LA LUZ ESQUIVEL A/K/A MARIA D. ESQUIVEL A/K/A MARIA ESQUIVEL	TRACT NO. 2: ACCT. NO. L0800-00-032-0004-08; 3.826 ACRES, MORE OR LESS, BEING SHARE 2, FRANCISCO ESQUIVEL ESTATE PARTITION MAP, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 2863, PAGE 553, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L080000032000408 DATE OF JUDGMENT: 9/24/2013 ADJUDGED VALUE: $26,981.00	DONNA ISD	$31,300.00	**$10,995.00**
82	6/4/14	T-2363-09-E DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA AND SOUTH TEXAS COLLEGE, ET AL vs. ROMERO VASQUEZ	LOTS 10 AND 11, AVILA SUBDIVISION NO. 3, AN ADDITION TO THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 11, PAGE 16, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: A670003000001000 DATE OF JUDGMENT: 10/15/2013 ADJUDGED VALUE: $38,182.00	DONNA ISD	$37,417.00	**$13,095.95**
83	6/4/14	T-2142-11-J DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. TOMAS N. TREJO	LOT 117, PIQUITO DE ORO SUBDIVISION, AN ADDITION TO THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 22, PAGE 124, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: P696000000011700	DONNA ISD	$51,237.00	**$17,932.95**

		A/K/A TOMAS TREJO JR. A/K/A TOMAS N. TREJO JR., ET AL	DATE OF JUDGMENT: 1/30/2014 ADJUDGED VALUE: $57,572.00			
84	6/4/14	T-2168-11-E HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 vs. JUAN PABLO ZUMAYA A/K/A JUAN P. ZUMAYA, ET AL	DESCRIPTION: TRACT 1: LOT 419, SOUTH TOWER ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 86, MAP RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: S477000000041900 DATE OF JUDGMENT: 1/9/2014 ADJUDGED VALUE: $39,235.00	DONNA ISD	$38,328.00	**$13,414.80**
85	6/4/14	T-0233-12-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3 AND DONNA INDEPENDENT SCHOOL DISTRICT vs. GARZA-LONGORIA CATTLE COMPANY A TEXAS GENERAL PARTNERSHIP A/K/A GARZA LONGORIA CATTLE CO, ET AL	DESCRIPTION: THE WEST 1.93 ACRES OF THE NORTH 6.36 ACRES OF BLOCK 26, HILL-HARLBERT TRACT, A SUBDIVISION OUT OF THE EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS HILL HALBERT W 1.93AC-N6.36AC BLK 26. ACCOUNT NO.: H347500026000000 DATE OF JUDGMENT: 10/21/2013 ADJUDGED VALUE: $84,430.00	DONNA ISD	$75,581.00	**$26,453.35**
86	6/4/14	T-0965-12-B LA JOYA INDEPENDENT SCHOOL DISTRICT, CITY OF PALMVIEW AND SOUTH TEXAS COLLEGE, ET AL	LOT 87, TIERRA LINDA SUBDIVISION, AN ADDITION TO THE CITY OF PALMVIEW, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 11, MAP RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: T534000000008700	LA JOYA ISD	$92,736.00	**$32,457.60**

		vs. RODOLFO LEON A/K/A RODOLFO LEON JR, ET AL	DATE OF JUDGMENT: 11/13/2013 ADJUDGED VALUE: $92,736.00			
87	6/4/14	T-2019-12-G HIDALGO COUNTY, CITY OF LA JOYA AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. JUAN GARCIA, ET AL	DESCRIPTION: TRACT 1: ALL OF TRACT 258, LOS EJIDOS DE REYNOSA GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 5, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS LOS EJIDOS DE REYNOSA LT 258 .31 AC. ACCOUNT NO.: L605000000025800 DATE OF JUDGMENT: 2/27/2014 ADJUDGED VALUE: $27,795.00	LA JOYA ISD	$26,458.00	**$9,260.30**
88	6/4/14	T-1412-13-F HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 AND DONNA INDEPENDENT SCHOOL DISTRICT vs. CRISTIAN SHARAY LOSOYA A/K/A CHRISTIAN S. LOSOYA, ET AL	DESCRIPTION : TRACT 1: LOT 20, AZURE SUBDIVSION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 16B, MAP RECORDS, HIDALGO COUNTY, TEXAS. ACCOUNT NO.: A705000000002000 DATE OF JUDGMENT: 12/5/2013 ADJUDGED VALUE: $43,839.00	DONNA ISD	$46,824.00	**$16,388.40**
89	8/5/14	T-1358-09-G DONNA INDEPENDENT SCHOOL DISTRICT, CITY OF DONNA, SOUTH TEXAS COLLEGE AND CITY OF DONNA WEEDY LOTS, ET AL vs. EVANGELINA	ACCT. NO. M4100-00-011-0010-00; LOT 10, BLOCK 11, MIDDLE DONNA ADDITION, AN ADDITION TO THE CITY OF DONNA, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN CLERK'S FILE #336920, OFFICIAL PUBLIC RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: M410000011001000 DATE OF JUDGMENT: 8/6/2013 ADJUDGED VALUE: $8,250.00	DONNA ISD	$8,250.00	**$2,887.50**

		CAVAZOS A/K/A EVANJELINA CAVAZOS, ET AL				
90	8/5/14	T-1704-09-G PROGRESO INDEPENDENT SCHOOL DISTRICT, CITY OF PROGRESO AND SOUTH TEXAS COLLEGE, ET AL vs. RAFAEL PEREZ, ET AL	ACCT. NO. P9100-00-003-0020-00; LOT 20, BLOCK 3, ORIGINAL TOWNSITE ADDITION, AN ADDITION TO THE CITY OF PROGRESO, HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1218, PAGE 713, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: P910000003002000 DATE OF JUDGMENT: 4/9/2013 ADJUDGED VALUE: $21,351.00	PROGRESO ISD	$11,375.00	**$3,981.25**
91	8/5/14	T-1623-09-F HIDALGO COUNTY AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. MIGUEL ANGEL GARZA	DESCRIPTION: TRACT 1: LOT 39, RANCHO SUBDIVISION NO. 2, SULLIVAN CITY, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED NOVEMBER 17, 2003 FROM ALMA R. MARTINEZ TO MIGUEL ANGEL GARZA, RECORDED IN DOCUMENT NO. 1269962, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. R0955-02-000-0039-00) ACCOUNT NO.: R095502000003900 DATE OF JUDGMENT: 8/2/2012 ADJUDGED VALUE: $14,196.00	LA JOYA ISD	$14,196.00	**$4,968.60**
92	8/5/14	T-2666-09-G HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND HIDALGO COUNTY ROAD DISTRICT #15 vs. SIMON LOPEZ, ET. AL.	DESCRIPTION: TRACT 1: LOT NUMBER SEVEN (7), BLOCK ONE (1) IN THE GERNENTZ SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THAT DEED DATED JUNE 5, 1967, FROM ARKANSAS-TEXAS LAND AND CATTLE ASSOCIATION TO SIMON LOPEZ, RECORDED IN VOLUME 1178 PAGE 705, REAL PROPERTY	EDINBURG CISD	$12,070.00	**$4,224.50**

			RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO.G3300-00-001-0007-00) ACCOUNT NO.: G330000001000700 DATE OF JUDGMENT: 8/20/2013 ADJUDGED VALUE: $12,070.00			
93	8/5/14	T-2711-09-E HIDALGO COUNTY vs. JOSE RAUL ARECHIGA A/K/A JOSE RAUL ARCHIGA A/K/A JOSE R. ARECHICA A/K/A RAUL ARECHIGA, ET AL	DESCRIPTION: TRACT 1: LOT 32, COLONIA SAN MIGUEL, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2180, PAGE 35, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (ACCT. NO. C7670-00-000-0032-00) ACCOUNT NO.: C767000000003200 DATE OF JUDGMENT: 9/5/2013 ADJUDGED VALUE: $40,047.00	LA JOYA ISD	$39,040.00	**$13,664.00**
94	8/5/14	T-359-10-A DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. PEDRO PEREZ, ET AL	TRACT NO. 1: ACCT. NO. L3830-00-000-0010-00; LOT 10, RAMIRO LEAL SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS DESCRIBED IN VOLUME 2766, PAGE 350, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L383000000001000 DATE OF JUDGMENT: 9/13/2013 ADJUDGED VALUE: $14,800.00	DONNA ISD	$18,500.00	**$6,475.00**
95	8/5/14	T-1376-11-H HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #1 AND WESLACO INDEPENDENT SCHOOL DISTRICT vs. YOLANDA FERNANDEZ	DESCRIPTION: ALL OF LOT 12, BLOCK 3, OUT OF THE MID-WAY VILLAGE SUBDIVISION, IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON JUNE 27, 2002 IN DOCUMENT NUMBER 1096740, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CARRIED IN TAX ROLLS AS MID WAY VILLAGE BLK 3 LT 12. (ACCT. NO. M4050-00-003-0012-00)	WESLACO ISD	$13,520.00	**$4,732.00**

			ACCOUNT NO.: M405000003001200 DATE OF JUDGMENT: 10/30/2012 ADJUDGED VALUE: $59,303.00			
96	8/5/14	T-1535-12-C HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. ROSALIO MURILLO, ET AL	DESCRIPTION: TRACT 1: LOT NUMBER 25, LA HOMA MEADOWS PHASE II, BEING A SUBDIVISION OF 17.47 ACRES BEING 13.258 ACRES OUT OF LOT 34, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT NO. 1 AND THE WEST 4.212 ACRES OF LOT 62, NEW CALEDONIA UNIT NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 48B, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS LA HOMA MEADOWS PH 2 LOT 25. (ACCT. NO. L108502000002500) ACCOUNT NO.: L108502000002500 DATE OF JUDGMENT: 1/9/2014 ADJUDGED VALUE: $19,700.00	LA JOYA ISD	$19,700.00	**$6,895.00**
97	7/1/14	T-1123-04-G MERCEDES INDEPENDENT SCHOOL DISTRICT, CITY OF MERCEDES, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. NATIVIDAD GUTIERREZ, ET AL	TRACT 1: .0459 ACRE, MORE OR LESS, SITUATED IN THE SOUTH 7.95 ACRES OF LOT 3, BLOCK 66, CAPISALLO DISTRICT SUBDIVISION OF LAND IN LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS AS DESCRIBED IN "TRACT TWO" IN DEED DATED FEBRUARY 17, 1992 FROM MARJORIC MACVEAN BREWER, INDEPENDENT EXECUTRIX OF THE ESTATE OF LETHA R. MACVEAN, TO NATIVIDAD GUTIERREZ, RECORDED IN VOLUME 3215, PAGE 812, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. C1400-00-066-0003-03) ACCOUNT NO.: C140000066000303 DATE OF JUDGMENT: 8/30/2007 ADJUDGED VALUE: $1,515.00	MERCEDES ISD	$5,227.00	**$1,829.45**

98	7/1/14	T-1123-04-G MERCEDES INDEPENDENT SCHOOL DISTRICT, CITY OF MERCEDES, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY vs. NATIVIDAD GUTIERREZ, ET AL	TRACT 2: LOT 17, BLOCK 1 QUEEN CITY ANNEX ADDITION, AN ADDITION TO THE CITY OF MERCEDES, HIDALGO COUNTY, TEXAS AS DESCRIBED IN VOLUME 3215, PAGE 812, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (ACCOUNT NO. Q3000-00-ELD-0017-00) ACCOUNT NO.: Q300000ELD001700 DATE OF JUDGMENT: 8/30/2007 ADJUDGED VALUE: $21,329.00	MERCEDES ISD	$22,930.00	**$8,025.50**
99	7/1/14	T-1818-09-G HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 vs. THE KNOWN AND UNKNOWN HEIRS OF JOSE CARDENAS A/K/A JOSE H. CARDENAS, (DECEASED) AND ANY OTHER KNOWN OR UNKNOWN PERSON HAVING A CLAIM AND/OR INTEREST TO THE PROPERTY, ET AL	DESCRIPTION: TRACT 1: LOTS 13 & 14, BLOCK 2, PALOMA ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 564, PAGE 119, DEED RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. P3100-00-002-0013-00) ACCOUNT NO.: P310000002001300 DESCRIPTION: TRACT 2: LOTS 21 AND 22, BLOCK 2, PALOMA ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 488, PAGE 28, DEED RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. P3100-00-002-0021-00) ACCOUNT NO.: P310000002002100 DATE OF JUDGMENT: 11/22/2013 ADJUDGED VALUE TRACT 1: $10,000.00 ADJUDGED VALUE TRACT 2: $10,000.00	WESLACO ISD	$26,800.00	**$9,380.00**
100	7/1/14	T-1322-10-F HIDALGO COUNTY AND LA JOYA INDEPENDEDNT SCHOOL DISTRICT vs. YESENIA VASQUEZ GARCIA, ET AL	DESCRIPTION: TRACT 1: LOT 18, BLOCK 2, VILLA ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT WARRANTY DEED RECORDED ON AUGUST 13, 2002, DOCUMENT NUMBER 1110655, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. V3650-00-002-0018-00) ACCOUNT NO.: V365000002001800	LA JOYA ISD	$63,410.00	**$22,193.50**

			DATE OF JUDGMENT: 3/14/2014 ADJUDGED VALUE: $64,810.00			
101	7/1/14	T-1589-11-C HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT #1 vs. FEDERICO CANTU, ET AL	DESCRIPTION: AN APPROXIMATELY 0.944 ACRE TRACT OF LAND OUT OF TRACTS A, B, AND C, VALLEY ORCHARDS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT WARRANTY DEED RECORDED ON MAY 4, 1992, VOLUME 3251, PAGE 570, DOCUMENT NUMBER 261589, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS VALLEY ORCHARDS E121.20'-W606'-S359.4'-TRACTS A,B,C 0.94AC. (ACCT. NO. V1300-00-ABC-0000-16) ACCOUNT NO.: V130000ABC000016 DATE OF JUDGMENT: 6/11/2012 ADJUDGED VALUE: $33,503.00	DONNA ISD	$47,650.00	**$16,677.50**
102	7/1/14	T-2090-12-G HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY ROAD DISTRICT #5 AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. MARTHA ELENA PENA ESQUIVEL	DESCRIPTION: TRACT 1: ALL OF LOT 10, RAMIRO RODRIGUEZ SUBDIVISION, UNIT 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 130, MAP RECORDS, HIDALGO COUNTY, TEXAS. (ACCT. NO. R0550-02-000-0010-00) ACCOUNT NO.: R055002000001000 DATE OF JUDGMENT: 11/7/2013 ADJUDGED VALUE: $19,028.00	LA JOYA ISD	$26,507.00	**$9,277.45**
103	7/1/14	T-2162-12-I HIDALGO COUNTY, CITY OF LA JOYA	DESCRIPTION: TRACT 1: A 0.25 ACRE TRACT OF LAND, MORE OR LESS, BEING THE NORTH 84 FEET	LA JOYA ISD	$25,893.00	

		AND LA JOYA INDEPENDENT SCHOOL DISTRICT vs. MARCELINO VELA, ET AL	OF THE EAST 175 FEET OF LOT 6 IN ABUNDIO GARZA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS GARZA, ABUNDIO N84'- E175' LT6 0.25AC NET. (ACCT. NO. G1800-00-000-0006-02) ACCOUNT NO.: G180000000000602 DATE OF JUDGMENT: 4/8/2014 ADJUDGED VALUE: $25,893.00			**$9,062.55**
104	7/1/14	T-0968-12-E LA JOYA INDEPENDENT SCHOOL DISTRICT, CITY OF SULLIVAN AND SOUTH TEXAS COLLEGE, ET AL vs. MARIO FLORES GARICA A/K/A MARIO FLORES A/K/A MARIO G. FLORES	ACCT. NO. 10038-00-000-0237-19; THE SOUTH 1/2 OF A 160 FEET BY 154 FEET TRACT OF LAND OUT OF TRACT 237, PORCIONES 38, 39 & 40, SAID 160 FEET BY 154 FEET TRACT DESCRIBED BY METES AND BOUNDS IN DEED DATED MAY 15, 1989, RECORDED IN VOLUME 2758, PAGE 327, DEED RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: 1003800000023719 DATE OF JUDGMENT: 8/20/2013 ADJUDGED VALUE: $33,605.00	LA JOYA ISD	$32,819.00	**$11,486.65**
105	7/1/14	T-1012-12-A DONNA INDEPENDENT SCHOOL DISTRICT AND SOUTH TEXAS COLLEGE, ET AL vs. GUADALUPE V. ESQUIVEL	ACCT. NO. L0800-00-032-0004-09; 4.909 ACRES, MORE OR LESS, SHARE 3 OF UNRECORDED FRANCISCO ESQUIVEL ESTATE PARTITION OUT OF LOT 4, BLOCK 32, LA DONNA PLAT SUBDIVISION, HIDALGO COUNTY, AS SHOWN BY THE ATTACHED MAP IN DEED DATED JUNE 22, 1998 FROM GLORIA V. ESQUIVEL TO GUADALUPE V. ESQUIVEL, RECORDED IN CLERK'S FILE NO. 687805, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. ACCOUNT NO.: L080000032000409	DONNA ISD	$27,949.00	**$9,782.15**

			DATE OF JUDGMENT: 9/23/2013 ADJUDGED VALUE: $24,068.00			
106	7/1/14	T-0374-13-D HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 AND DONNA INDEPENDENT SCHOOL DISTRICT vs. FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY AS LIQUIDATOR OF HIDALGO COUNTY BANK & TRUST, ET AL	DESCRIPTION: TRACT 1: LOT 26, BLOCK 1, BALLI ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS. (ACCT: B050000001002600) ACCOUNT NO.: B050000001002600 DATE OF JUDGMENT: 8/22/2013 ADJUDGED VALUE: $15,275.00	DONNA ISD	$15,275.00	**$5,346.25**
107	7/1/14	T-0374-13-D HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #4 AND DONNA INDEPENDENT SCHOOL DISTRICT vs. FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY AS LIQUIDATOR OF HIDALGO COUNTY BANK & TRUST, ET AL	DESCRIPTION: TRACT 2: LOT 27, BLOCK 1, BALLI ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS. (ACCT: B050000001002700) ACCOUNT NO.: B050000001002700 DATE OF JUDGMENT: 8/22/2013 ADJUDGED VALUE**:** $17,517.00	DONNA ISD	$17,517.00	**$6,130.95**

ORDER OF THE COMMISSIONERS COURT
OF HIDALGO COUNTY

On the 23rd day of September, 2014, at the regularly scheduled meeting of the Commissioners Court of Hidalgo County, a motion was duly made and seconded for Hidalgo County to resell the properties described on Exhibit "A" and Exhibit "B" attached hereto, which was acquired through tax foreclosure proceedings. Hidalgo County requests that Sheriff J.E. "Eddie" Guerra conduct such sale in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; further, that Hidalgo County notify Sheriff J.E. "Eddie" Guerra that it would not object to a sale price of such properties in the sums set forth on Exhibit "A" and Exhibit "B"; **and further, in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an offer to purchase a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing and the Sheriff is authorized in such case to pull/delete that property from the public sale.**

Discussion was then conducted, and upon completion of same, the County Judge called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT ORDERED that Hidalgo County offer for resale, in accordance with Section 34.05 (a), (c) and (d), Texas Property Tax Code, the properties described on Exhibit "A" and Exhibit "B" and that Sheriff J.E. "Eddie" Guerra, is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such properties is as set forth on Exhibit "A" and Exhibit "B"; and further that **in the event that any taxing unit communicates by written communication to the Tax Assessor-Collector an interest in purchasing a listed property or in cases where the Hidalgo County Appraisal District has double-assessed a listed property or there is a potential error with property descriptions, then and in that event, the Tax Assessor-Collector is authorized to notify the Sheriff to pull or delete that property from the public sale listing and the Sheriff is authorized and directed in such case to pull/delete that property from the public sale.**

SIGNED AND ENTERED on this _____ day of _____, 2014.

_____
Ramon Garcia
County Judge
Hidalgo County

Attest:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit “A”

(Tax Resale Properties)

Exhibit “B”

(Tax Resale Properties)

AI-46492 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Approval of Pipeline Permit Open Cut - Oxy USA Inc, * Crossing 0.70 miles north of 14 Mile Rd on that unnamed road west of the Eyhorn Landfill Subdivision No. 1. * Crossing 0.40 miles from the unnamed road on the west side of the Eyhorn Landfill Subdivision No.1 and being on the unnamed road north of the same Eyhorn Landfill Subdivision No.1 * Crossing 1.62 miles west of FM 2844 on 16 Mile Rd. (Pct. 3)

BACKGROUND

Attachments

Oxy USA Pct.3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/12/2014 04:02 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Rebecca Gomez Started On: 09/12/2014 11:30 AM

Final Approval Date: 09/19/2014

REVISED JANUARY 2014

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 23rd day of September, 2014 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

Oxy USA Inc.

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 and 10 inch /water/ (gas)/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

1 Crossing 0.70 miles north of 14 Mile Rd on that unnamed road west of the Eyhorn Landfill Subdivision No. 1.
2 Crossing 0.40 miles from the unnamed road on the west side of the Eyhorn Landfill Subdivision No.1 and being on the unnamed road north of the same Eyhorn Landfill Subdivision No. 1.
3 Crossing 1.62 miles west of FM 2844 on 16 Mile Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a gas line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

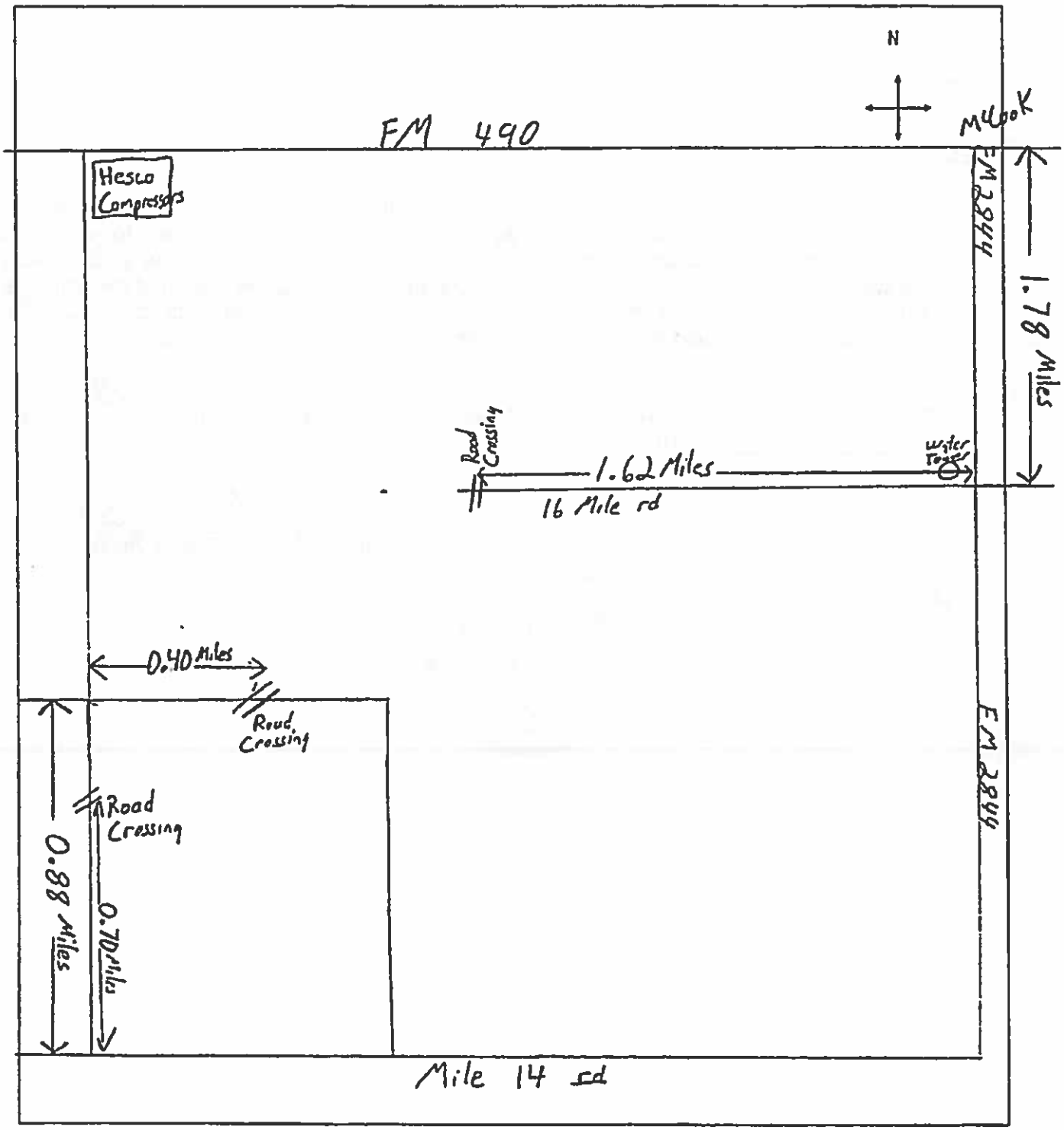
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

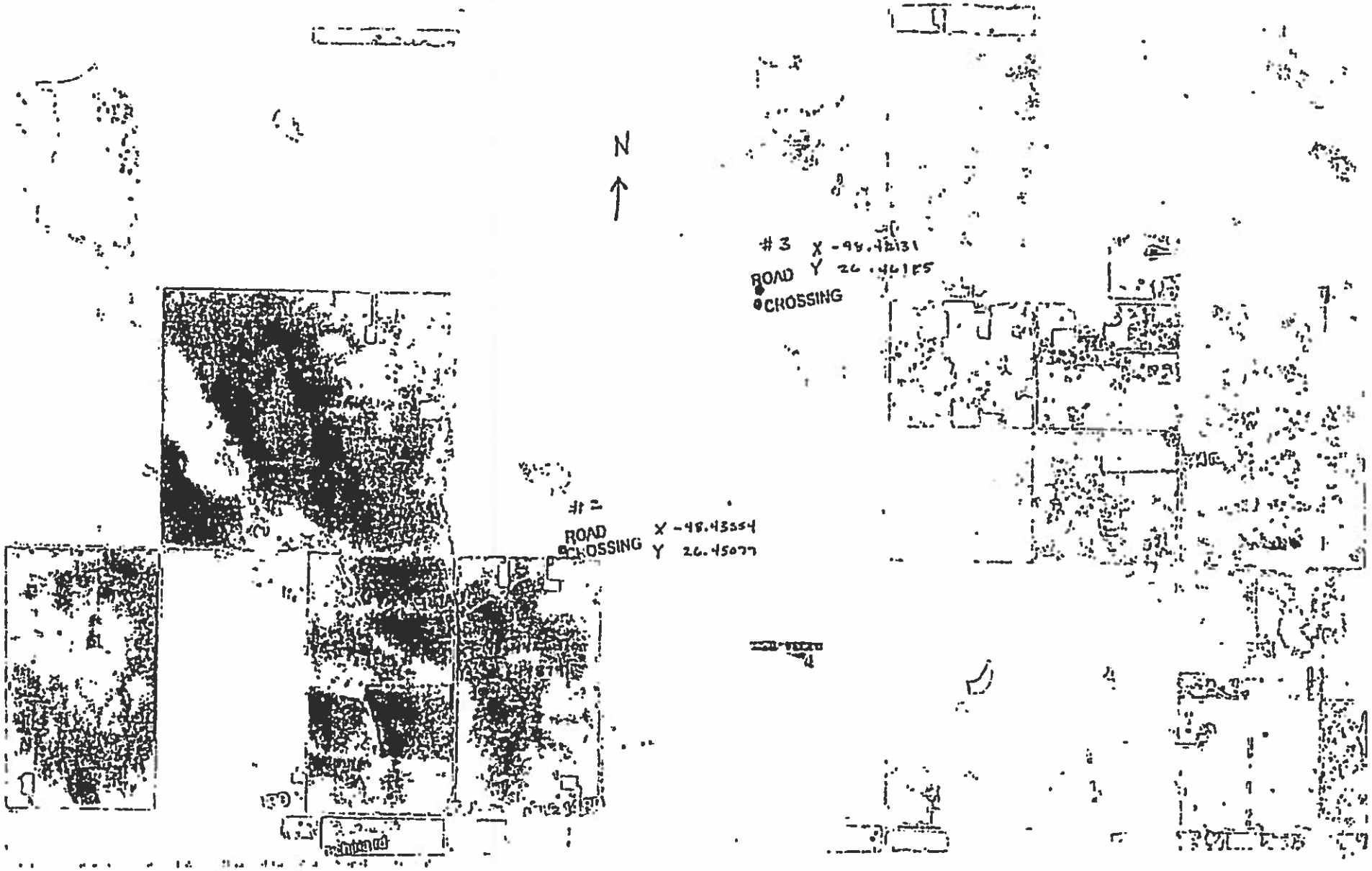
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

SKETCH OF LOCATION




N
#3 X -98.48131
ROAD Y 26.46185
CROSSING
#2
ROAD X -98.48554
CROSSING Y 26.45077

OXY USA Inc.

Sept 2, 2014

Re. McCook Area Road Crossings

Dear Mr. Gallardo:

Please find attached proposed road crossings for your review and approval. We'd like to take this opportunity to demonstrate OXY's reliability and establish a good working relationship with you and our county's leadership. If our proposal is accepted, the three road crossings located south of McCook will be performed one at a time and will not be left unattended until the work is complete. You will also find attached OXY's procedure for backfilling and compacting the affected area. Once this work is complete we will be overlaying with new caliche 100' in either direction so as the road will be in as good or better condition than it was when we start the work. Please feel free to contact either myself or Peppi Pizzano with any questions.

Regards,

Carl J. Lovell
OXY Construction Specialist
956-369-2342
Carl_lovell@oxy.com

OXY Pipeline Install backfill procedure for road crossings

1. Formally set all DOT required signs for traffic control two days prior to excavation of road to install pipeline.
2. Place Designated Flagmen where road detour well be routed to during work to inform traffic of construction work and to eliminate any disruption to traffic and to construction work.
3. All excavations will be done by being double ditched and excavated in layers, so that materials that were used for roads will be installed in same matter when backfilling commences.
4. Line is lowered into ditch to be padded if rock is encountered on both sides of line then soils to be backfilled in 12''lifts and compacted in same manner.
5. Remote compactor will be on sight and lowered into ditch to assure proper compactions are done in lifts as described above and water will be on sight to add moisture to layering and compaction with vacuum truck as needed.
6. Extra materials will be brought in to assure that all if any calieche is lost in excavation part of this job of county roads to be installed where and company crossed and to be left in or better condition than it was prior.
7. This all to be done before during and after crossings are made if road sags after we will then repair and depressions till road shows no sign of disturbance.

AI-46637 **Comm. Court Executive Office 7. F.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept Bank of America settlement cashier check from Gloria A. Sturgis in the amount of $1,670.67 to settle auto accident with County vehicle. (Constable Precinct 4)

BACKGROUND

DOI 08/15/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

ck

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 03:40 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Aida Alvarez Started On: 09/19/2014 03:20 PM

Final Approval Date: 09/19/2014

Bank of America

Cashier's Check

No. 1301101189

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140
NTX

Date 09/19/14 02:52:59 PM

10TH / TRENTON
0001 0002782 0045

Pay BANK OF AMERICA ONE SIX SEVEN ZERO 67 CTS CTS ***$1,670.67

To The Order Of HIDALGO COUNTY
CLAIM#14-08-15-0830

Remitter (Purchased By): GLORIA A. STURGIS

Bank of America, N.A.
SAN ANTONIO, TX

Meredith Sanchez
AUTHORIZED SIGNATURE

⑈1301101189⑈ ⑆114000019⑆ 00164100376 3⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

BERT OGDEN MOTORS INC.

COLLISION CARE CENTER
4221 S HIGHWAY 281, EDINBURG, TX 78539
Phone: (956) 381-0001
FAX: (956) 386-0056

Workfile ID: df82a0ed
Federal ID: #: 741983604

Preliminary Estimate

Customer: HIDALGO COUNTY CONSTABLE **Job Number:**

Written By: RUBEN HINOJOSA

Insured:	HIDALGO COUNTY CONSTABLE	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
HIDALGO COUNTY CONSTABLE

Inspection Location:
BERT OGDEN MOTORS INC.
4221 S HIGHWAY 281
EDINBURG, TX 78539
Repair Facility
(956) 381-0001 Day

Insurance Company:

VEHICLE

Year:	2013	Body Style:	4D UTV	VIN:	1GNLC2E0XDR230274	Mileage In:	
Make:	CHEV	Engine:	8-5.3L-FI	License:		Mileage Out:	
Model:	TAHOE 4X2 LS	Production Date:		State:		Vehicle Out:	
Color:	Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage
CONVENIENCE
Air Conditioning
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Cloth Seats
Bucket Seats
3rd Row Seat
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
TRUCK
Trailer Hitch
Trailering Package
Running Boards/Side Steps

Preliminary Estimate

Customer: HIDALGO COUNTY CONSTABLE **Job Number:**

Vehicle: 2013 CHEV TAHOE 4X2 LS 4D UTV 8-5.3L-FI

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**							
2			O/H rear bumper				1.7	
3	** <>	Repl	A/M CAPA Bumper cover w/o reverse sensing system	20951794	1	462.00	Incl.	3.4
4			Add for Clear Coat					1.4
5		Repl	Step pad	15203817	1	112.55	Incl.	
6		Repl	Impact bar	25938524	1	495.00	Incl.	
7		Repl	RT Side bracket	25906987	1	6.63	Incl.	
8	#	Rpr	DIAGNOSE TRAC CNTRL LIGHT				1.5 M	
				SUBTOTALS		**1,076.18**	**3.2**	**4.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,076.18
Body Labor	1.7 hrs	@	$ 36.00 /hr	61.20
Paint Labor	4.8 hrs	@	$ 36.00 /hr	172.80
Mechanical Labor	1.5 hrs	@	$ 98.00 /hr	147.00
Paint Supplies	4.8 hrs	@	$ 24.00 /hr	115.20
Subtotal				1,572.38
Sales Tax	$ 1,191.38	@	8.2500 %	98.29
Grand Total				**1,670.67**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,670.67**

AI-46408 **Constables 8. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 - LBSP (1284):
Discussion and approval of grant extension for the Local Border Security Program 2014 grant (LBSP-14) expiring on August 31, 2014; to be extended until February 28, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1284-421-00-291-080-4-XXX

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Approval of grant extension...

County fiscal/calendar year: 4
Grant fiscal year: 14
Account fiscal year: 4
Grant period: 02/12/14 to 02/28/15.

No Matching Funds Required

SEE ATTACHED APPROPRIATION OF FUNDS FOR THE CONST PCT3 LBSP FY 14.

4-1284-334-10-291-080-4-000 CONST PCT1 LBSP-REVENUES

GAN Total Amount: $46,000.00

Appropriation No.1: CC 02/24/14 AIAI- 43223

The LBSP grant only covers FICA fringe benefits. All other fringe benefits will be reclassified to the Constable Precinct No. 1 general fund account.

Attachments

gan2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 09:57 AM
Rosalinda Cantu	Rosie Cantu	09/18/2014 11:48 AM
Manuel Chapa	Manuel Chapa	09/19/2014 11:46 AM

Purchasing Department Monica Badillo 09/19/2014 06:02 PM

Form Started By: Joe Espinoza Started On: 09/08/2014 03:40 PM

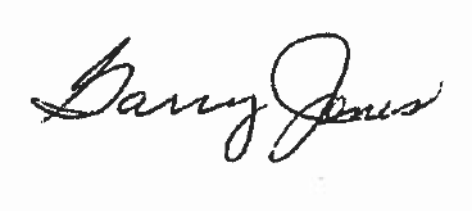
Final Approval Date: 09/19/2014

The HonorableTexas Department of Public Safety
Texas Homeland Security State Administrative Agency (THSSAA)

2014 Grant Adjustment Notice (GAN)

Recipient Name:	Hidalgo County Constable PCT1
Recipient Authorized Official and Address:	The Honorable Ramon Garcia 302 West University Dr. Edinburg, Texas 78539
SAA Award Number:	LBSP-14-0028
Amount of Grant:	$46,000.00 (Total Grant Amount)
Amount of Match:	No Matching Funds Required
Grant Period:	**From:** February 12, 2014 **To:** February 28, 2015
Date of Grant Adjustment:	August 27, 2014
Adjustment Number:	1
Adjustment Type:	Performance Period Date Change
Program Title:	Local Border Security Program FY 2014 (LBSP-14)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada, Suite 160 Austin, Texas 78752

AGENCY APPROVAL



Garry Jones
Deputy Assistant Director
Texas Homeland Security State Administrative Agency

Date:
08/27/2014

AI-46483 **Constables 8. B.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4:
1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Government Code and Sec. 262.024(a)(9)(C) of the Local Government Code for: One (1) 2008 Ford F-150 XL Super Cab police interceptor model vehicle and equipment (light bars, stalker radar and speakers) for the total amount of $9,430.00.

2. Authorization for Purchasing Department to process a requisition and issue a purchase order and County Treasurer's to cut a check made payable to: Texas Facilities Commission after completion of County Auditor's review procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-294-047-6-619/664/

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

BUDGETARY IMPACT:

Funding pending approval of Al# 46484 (for Object code 664)

Requisition# 263340

Attachments

Requisition
Quote
backup
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/12/2014 04:05 PM
Manuel Chapa	Manuel Chapa	09/15/2014 01:58 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Nayla Munoz Started On: 09/11/2014 04:36 PM

Final Approval Date: 09/19/2014

741

Requisition

Req # 00263340

PO #

Date: 09/11/14

Bill To: x
x

Vendor : 422797
TEXAS FACILITIES COMMISSION
ATTN: ACCOUNTS RECEIVABLE
P.O. BOX 13047
AUSTIN TX 78711-3047
FAX (512)236-6177

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	2008 Ford F-150 XL Super Cab VON#1FTPX14V38FB53907 TFC#A423740504	8,800.00	8,800.00
1.00	EACH	Stalker Radar	350.00	350.00
1.00		Light Bar	200.00	200.00
2.00	EACH	Speakers	40.00	80.00
		Account No	Encumbrance	
		4-1284-421-00-294-047-6-619	280.00	
		4-1284-421-00-294-047-6-664	350.00	
		4-1284-421-00-294-047-6-741	8,800.00	
			Freight	.00
			Total	9,430.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Texas Facilities Commission
Attn: Accounts Receivable
P.O. Box 13047
Austin, TX 78711-3047

Phone: 512-463-1990
Fax: 512-236-6173

INVOICE PURCHASE CERTIFICATE
STATE SURPLUS PROPERTY PROGRAM
STATE VEHICLES

BUYER: Hidalgo County
ATTN: Horaldo Sanchez
EMAIL: horaldo.sanchez@co.hidalgo.tx.us

Invoice No: 163
Date: 09/02/2014

TFC #	Unit #	YEAR	Make/Model	VIN #	Notes	Mileage	Qty	Total
A423740504	F080318	2008	Ford F150 XL Supercab	1FTPX14V38FB53907		117,127	1	8,800
					Radar		1	350
					Light Bar		1	200
					Speakers		2	80
							5	**$9,430**

"THIS PROPERY IS SOLD AS-IS, WHERE-IS WITHOUT WARRANTY OF ANY KIND. ALL SALES ARE FINAL. THERE ARE NO RETURNS OR REFUNDS."

Printed Name

Signature Date

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: Texas Department of Public Safety
ATTN: Texas 1033 Program
5805 N. Lamar Blvd.
BLDG G
Austin, TX 78752

AGENCY: Hidalgo County Constable Precinct 4

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons cannot be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

5-1-14
Date

A. "J.R." Gaitan, Constable
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge
Name / Title

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Constable Precinct 4 Edinburg / Hidalgo , Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas, or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising from its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL':

Signature

5-1-14
Date

A. "J.R." Gaitan, Constable
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge
Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ○ UPDATE ◉ SCREENER ID (Update Only): TX25176.

AGENCY: Hidalgo County Constable Precinct 4

PHYSICAL ADDRESS (No P.O. Box): 2814 S. Business Highway 281

MAILING ADDRESS (If different than above): _____

CITY: Edinburg STATE: Texas

ZIP: 78539 EMAIL: horaldo.sanchez@co.hidalgo.tx.us

PHONE: 956-383-8560 FAX: 956-383-856516

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 15 PART-TIME: 0 RESERVE: 1

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Constable A. "J.R." Gaitan

SCREENER/POC #2: Chief Deputy Horaldo Sanchez

SCREENER/POC #3: Sergeant Aaron L. Moreno

SCREENER/POC #4: Sergeant David T. Sanchez

WEAPON POC (Optional): Chief Deputy Horaldo Sanchez

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ◉ NO ○

WEAPONS: YES ◉ NO ○ AIRCRAFT: YES ○ NO ◉ WATERCRAFT: YES ○ NO ◉

TACTICAL VEHICLES: YES ○ NO ◉ OTHER CONTROLLED PROPERTY: YES ○ NO ◉ DEMIL A (LESS THAN A YEAR OLD): YES ○ NO ◉

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

A. "J.R." Gaitan DATE: 5-1-14

PRINTED NAME

A. J. R. Gaitan

SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

Skylor Hearn DATE: _____

PRINTED NAME

_____

SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: 5/1/2014

Agency: Hidalgo County Constable Precinct 4

Phone: (956) 383 - 8560 **Alternate Phone:** ( ) -

Fax: (956) 383 - 8565

Website (if applicable):

Screener #1: Constable - A. "J.R." Gaitan - atanacio.gaitan@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #2: Chief Deputy - Horaldo Sanchez - horaldo.sanchez@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #3: Sergeant - Aaron L. Moreno - aaron.moreno@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #4: Sergeant - David T. Sanchez - david.sanchez@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Chief Deputy - Horaldo Sanchez - horaldo.sanchez@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature: A. J.R. Gaitan

Name: A. "J.R." Gaitan

Title: Constable

Email: atanacio.gaitan@co.hidalgo.tx.us

AUTHORIZED OFFICIAL[2]

Signature:

Name: Ramon Garcia

Title: County Judge

Email: ramon.garcia@co.hidalgo.tx.us

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

Clear

STATE OF TEXAS 1033 PROGRAM
PLANS, POLICIES AND PROCEDURES

PURPOSE:

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

STAFFING AND FACILITIES:

By authority of the State Governor, the Assistant Director over the Law Enforcement Support Division of the Texas Department of Public Safety is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

TERMS AND CONDITIONS:

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.

- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.

- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: www.drms.dla.mil or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.

- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.

- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.

- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.

- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and $20,000 or more high dollar items.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

  Defense Demilitarization and Trade Security Controls (TSC) Program
  www.demil.osd.mil

  Military Critical Technologies List
  www.dtic.mil/mctl

  Critical Federal Supply Class (FSC) and Buzz words
  www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf

  Flight Safety Critical Aircraft Parts (FSCAP)
  www.drms.dla.mil/drms/internal/demil/FSCAP.pdf

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.

  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.

  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

  - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items (CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition

Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:

  - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:

    - Notification of export control requirements to the end-user;

    - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);

    - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;

    - Exclusion if currently suspended for TSC violations;

    - Exclusion if subject to denial, debarment or other sanctions under public law.

- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.

  - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).

- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

  ABCs of DEMIL
  www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm (knowledge of demilitarization codes)

  DLA Operations
  www.dla.mil (DLA handbook)

  LESO Operations
  www.dla.mil/j-3/leso (1033 Program/Automation training guides)

  DRMS Operations
  www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE WILL:

a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.

b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.

c. Be responsible for the transfer and/or allocation of property to qualified LEAs.

d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statues and regulations for the program and this property.

f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.

j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.

l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.

m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.

n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.

o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over $20,000) and Demil B-Q items between the State/LEA and LESO.

p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

s. Submit disposal, transfer and inventory adjustment requests to LESO.

t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.

u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

THE LAW ENFORCEMENT AGENCY WILL:

a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.

b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.

c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.

g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.

i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.

k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).

l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.

m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.

n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.

o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

TERMINATION CRITERIA: An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

_____

Skylor Hearn
Assistant Director
Texas Department of Public Safety
Texas 1033 State Coordinator

AGENCY NAME:

AGENCY CHIEF EXECUTIVE OFFICIAL:

Signature

A. "J.R." Gaitan, Constable
Name / Title

_____
Date

AI-44350 **Constables 8. B.**

CC - REGULAR

Meeting Date: 05/06/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #4:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 4 continued participation in Texas 1033 Surplus Property Program.

BACKGROUND

It is the responsibility of the Constable Pct. 4 office (LEA) to maintain equipment and keep inventory of equipment acquired under the Texas 1033 Surplus Program, as per State guidelines from the TX DPS as well as federal guidelines from the Dept. of Defense (DoD).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

It is the responsibility of the Constable Pct. 4 office (LEA) to maintain equipment and keep inventory of equipment acquired under the Texas 1033 Surplus Program, as per State guidelines from the TX DPS as well as federal guidelines from the Dept. of Defense (DoD).

Attachments

docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/01/2014 03:50 PM
Purchasing Department	Monica Badillo	05/02/2014 05:24 PM

Form Started By: Monica Badillo Started On: 05/01/2014

Final Approval Date: 05/02/2014

AI-46465 **Sheriff's Office 9. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate $6,000.00 of Sheriff's Office Operation Stonegarden 2013 mileage funds to allocate to Constable Pct. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

Funds are available as of 9/11/14.

Attachments

BA
Allocation Letter
backup

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/11/2014 03:16 PM
Budget & Management	Debbie Tamez	09/17/2014 08:19 AM
Manuel Chapa	Manuel Chapa	09/17/2014 03:37 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/11/2014 11:16 AM

Final Approval Date: 09/19/2014

DATE: September 11, 2014

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden FY2013

ACCOUNT NUMBER: 4-1284-421-00-280-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-280-047-6-581	OPERATION STONEGARDEN-TRAVEL IN COUNTY	(6,000.00)
	TOTAL DE-OBLIGATION	(6,000.00)
4-1284-331-12-280-047-6-000	OPERATION STONEGARDEN-REVENUES	(6,000.00)
	TOTAL REVENUES DE-OBLIGATION	(6,000.00)

REASON: **To de-obligate $6,000.00 from the 2013 Operation Stonegarden Sheriff's Office grant budget and transfer amount to the 2013 Operation Stonegarden Hidalgo County PCT. 4 Grant.**

SAA Award No. 13-SR-48215-01/ Federal Grant Award No. EMW-2013-SS-00045

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

August 27, 2014

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2013 OPSG Funds

Dear Chief Oaks,

The 2013 Operation Stonegarden performance grant period will end February 27, 2015. Total funding awarded to Hidalgo County under Operation Stonegarden 2013 was $3,321,163.51. These funds were shared with sixteen (16) local law enforcement agencies which were invited to participate in 2013 Operation Stonegarden.

The Hidalgo County Constable Precinct 4 was awarded $122,956.10; however, there were no funds set aside for mileage. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist Hidalgo County Constable Precinct 4 with costs of mileage.

Hidalgo County Sheriff's Office (HCSO) :

($6,000.00) Mileage (In-County Travel) from Hidalgo County Sheriff's Office (HCSO)
$6,000.00 Mileage (In-County Travel) to Hidalgo County Constable Precinct 4
$6,000.00 TOTAL

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

4400 South Expressway 281
Edinburg, Texas 78542

MCA 80/2.3

U.S. Customs and Border Protection

September 12, 2014

MEMORANDUM FOR: Kevin W. Oaks
for Chief Patrol Agent
Rio Grande Valley Sector

FROM: Clifton J. Skilbred
Assistant Chief Patrol Agent
Rio Grande Valley Sector

SUBJECT: OPSG OO Texas Hidalgo FY13 14-RGVRGV-10-012 V3
Hidalgo County Constable Pct. 4

Forwarded for your review and consideration is a request for transfer of funds during the fiscal year 2013 OPSG grant. The Hidalgo County Constable Pct. 4 is a friendly force receiving funding under Hidalgo County, Texas.

Move From:
Hidalgo County Sheriff's Office

Mileage	**$6,000.00**

Move To:
Hidalgo County Constable Pct. 4

Mileage	**$6,000.00**

The change falls within the guidelines of allowable costs as defined in the Homeland Security Grant Program Guidance and Application Kit.

Attachments

Approve/Date: 9/12/2014 Disapprove/Date: _____

Needs Discussion/Date: _____ Modify/Date: _____

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

August 27, 2014

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2013 OPSG Funds

Dear Chief Oaks,

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Hidalgo County Sheriff's Office (HCSO) :

($6,000.00) Mileage (In-County Travel) from Hidalgo County Sheriff's Office (HCSO)
$6,000.00 Mileage (In-County Travel) to Hidalgo County Constable Precinct 4
$6,000.00 TOTAL

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

AI-46394 **Sheriff's Office 9. B.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

State Criminal Alien Assistance Program (SCAAP) Grant (1284):
Authorization and approval to accept the State Criminal Alien Assistance Program (SCAAP) 2014 Grant in the amount of $27,922.00.

BACKGROUND

Budget to be submitted at a later date for Grant #2014-AP-BX-0059 in the amount of $27,922.00.
SCAAP funds are to be used for correctional purposes only.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1284-423-00-280-042-4-XXX

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

BUDGETARY IMPACT:

No local match of funds is required as per grant requirements.

Grant Fiscal Year: 2014

Revenue Account: 4-1284-331-11-280-042-4-000

*Budget appropriation to be submitted at a later date for Grant #2014-AP-BX-0059 in the amount of $27,922.00.

*SCAAP funds are to be utilized for correctional purposes only.

*Funds will not be used for salaries.

Attachments

SCAAP2014

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/08/2014 09:33 AM
Budget & Management	Debbie Tamez	09/11/2014 10:08 AM
Manuel Chapa	Manuel Chapa	09/11/2014 10:28 AM
Rosalinda Cantu		09/18/2014 01:28 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/08/2014

Final Approval Date: 09/19/2014

State Criminal Alien Assistance Program 2014-H2387-TX-AP

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

SCAAP Help

GMS Home

Log Off

Grant Number: 2014-AP-BX-0059
Jurisdiction: County of Hidalgo
Vendor Number: 746000717
Award Amount: $27,922

Fiscal Year 2014 Payment Acceptance and Electronic Transfer of Funds

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

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

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

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

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

FY 2014 SCAAP Use of Funds List

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

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2014 State Criminal Alien Assistance Program.

[Accept] [Decline]

AI-46293 **Sheriff's Office 9. C.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,374.25.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2015 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,374.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1284-421-00-280-056-5-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $17,374.25 for FBI Grant funding is for period ending 9/30/15.

Revenue account # 4-1284-331-12-280-056-5-000 FBI

Note: Expenses relating to all fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget
(Account # 4-1100-421-00-280-001-0-XXX)

Attachments

FBI OT FY2015
revised appropriation
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/03/2014 08:20 AM
Budget & Management	Debbie Tamez	09/04/2014 08:38 AM
Rosalinda Cantu	Rosie Cantu	09/18/2014 03:37 PM

Manuel Chapa	Manuel Chapa	09/19/2014 11:46 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/02/2014

Final Approval Date: 09/19/2014

NOTICE OF LIMITS

FOR

FY 2015 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2015**, the maximum limits for reimbursements under these CRAs are **$1,447.85** per month and **$17,374.25** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2014.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

4.25.14
Date

DATE: September 18, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: FBI- Overtime
ACCOUNT NUMBER: 4-1284-421-00-280-056-5-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-280-056-5-131	Overtime Pay	17,374.25

	TOTAL APPROPRIATIONS	**17,374.25**
4-1284-331-12-280-056-5-000	**Federal Bureau of Investigation/FBI Safe Streets Task Force/ Violent Crime Unit**	**17,374.25**
	TOTAL REVENUES	**17,374.25**

REASON: **To appropriate budget for the FY2015 overtime funding provided by the Federal Bureau of Investigation (FBI) for one (1) officers @ $17,374.25**

Funding Period is October 1, 2014 to September 30, 2015

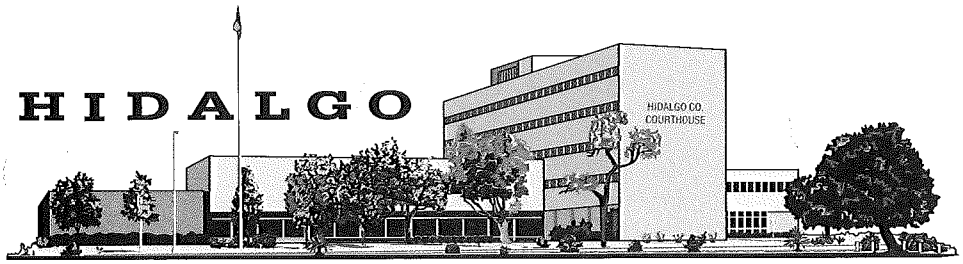
Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #4-1100-421-00-280-001-0-XXX).

Grant Period: **10/1/14 - 9/30/15**

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 22 AM 10:15

September 19, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$17,374.25	2014/2015 Overtime Reimbursement

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/19/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-46509 **Sheriff's Office 9. D.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2015.

BACKGROUND

Requesting approval of the 2015 Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2015, and will be assessed and collected for service or two (2) attempts of service.

As per Local Government Code 118.131, fees are required to be approved/adopted by Commissioners' Court on or before October 01, 2014.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

fee sch

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	09/15/2014 12:51 PM
Budget & Management	Debbie Tamez	09/15/2014 04:12 PM
Obdett Calzada	Obdett Calzada	09/19/2014 11:00 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Emilia Uriegas Started On: 09/15/2014 12:37 PM

Final Approval Date: 09/19/2014

CO NTY O IDALGO
ERI AND CON TABLE EE C ED LE

		2015 PROPO ED RATE	2015 APPROVED RATE
	DOCUMENT SERVICE FEES		
1	ALL ERVICE DOC ENT NOT PECI IED	75.00	
2	CITATION	75.00	
3	CITATION BY EVICTION	75.00	
4	CITATION BY P BLICATION E CL DE CO T O P BLICATION	75.00	
5	CITATION BY CERTI IED AIL	85.00	
6	RIT CIRE ACIA	200.00	
7	DI TRE ARRANT	100.00	
8	ORCIBLE ENTRY AND DETAINER ED CITATION	75.00	
9	INJ NCTION	75.00	
10	NOTICE--ALL	75.00	
11	BPOENA--CIVIL	75.00	
12	ORDER	75.00	
13	ORDER O ALE	200.00	
14	TE PORARY RE TRAINING ORDER	100.00	
15	ALL OT ER RIT NOT PECI IED	200.00	
16	PRECEPT	75.00	
17	ON	75.00	
18	TA ARRANT	200.00	
19	TE PORARY PROTECTIVE ORDER I ILED NDER A ILY LA C APTER 71, NO EE	75.00	
20	RIT O ATTAC ENT--PER ON	80.00	
21	RIT O ATTAC ENT--PROPERTY	200.00	
22	RIT O E EC TION	200.00	
23	RIT O GARNI ENT	80.00	
24	RIT O ABEA CORP	75.00	
25	RIT O PO E ION	200.00	
26	RIT O E E TRATION	200.00	
27	LEVY	20.00	
28	DEED	25.00	
29	LEVY, DEED, AND NOTICE PAC AGE	75.00	
30	RIT O RE TORATION	200.00	
31	RIT O REENTRY	200.00	
32	A IDAVIT O ERVICE	30.00	
	MISCELLANEOUS FEES		
1	CLEARANCE LETTER	5.00	
2	C O CERTI IED REPORT PER REPORT	1.00	
3	VIDEO TAPE COPY	55.00	
4	VIDEO PRINT PICT RE EAC	2.00	
5	35 PICT RE EAC	2.00	
6	PROCE BY CERTI IED AIL AIL C ARGE	15.00	
7	INGERPRINTING	10.00	
8	COPY O CAPIA PER PAGE	2.00	
9	ALL OT ER COPIE PER PAGE	1.00	
10	RET RNED C EC EE/ TOP PAY ENT EE	35.00	
11	911 A DIO RECORDING PER INCIDENT	5.00	
	PUBLIC INFORMATION REQUESTS:		
12	$15 PER O R LABOR CO T PL 20 LABOR CO T OR OVER EAD E PEN E		

NOTE A TER T O 2 N CCE L ATTE PT O ERVICE, T E EE A O NT OR T E ERVICE O PROCE I A E ED AND ILL BE COLLECTED.

REVIE ED, APPROVED, AND ADOPTED BY IDALGO CO NTY CO I IONER CO RT ON EPTE BER 23, 2014. PER EDE PREVIO CO RT ORDER REGARDING T E E EE AND ILL GO INTO E ECT ON JAN ARY 01, 2015.

AI-46304 **Health & Human Services Dept. 10. A. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

a. Public Hearing to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2015 and how the revenue derived from those payments is to be spent.

b. Consideration and possible approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.

c. Consideration and possible approval for the Hidalgo County Tax Accessor/Collector to collect the mandatory payment required by Hidalgo County Health Care Funding District.

d. Consideration and approval to assess mandatory payment & set assessment date.

BACKGROUND

Attachments

Rules and Procedures

Order Creating HC District

Order Rules and Procedures

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 01:40 PM
Manuel Chapa	Manuel Chapa	09/19/2014 04:47 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Dairen Sarmiento Started On: 09/03/2014 12:04 PM

Final Approval Date: 09/19/2014

IDALGO CO NTY EALT CARE NDING DI TRICT
R LE AND PROCED RE

General Pro isions

Rule 1. De initions. In these rules and procedures:

(a) "Commission" means the commission of the Hidalgo County Health Care Funding District.

(b) "District" means the Hidalgo County Health Care Funding District.

(c) "Paying hospital" means an institutional health care provider required to make a mandatory payment by the District.

(d) "Institutional health care provider" means a nonpublic hospital licensed under Chapter 241 of the Texas Health & Safety Code.

(e) ñFiscal yearòmeans the District's fiscal year, which begins on September 1 and ends on August 31 of each year.

Rule 2. Pur ose o andator Pa ents Corre tion o In alid Pro ision or Pro edure.

(a) The purpose of the mandatory payments required by the District is to provide the nonfederal share of a Medicaid supplemental payment program.

(b) To the extent any provision or procedure under Chapter 288 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the District may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

Rule 3. A olis ent o Distri t Distri ution o unds on A olis ent.

(a) The District may be dissolved in the matter provided for the dissolution of a hospital district under Subchapter E, Chapter 286 of the Texas Health & Safety Code.

(b) Notwithstanding subsection (a), the District is abolished on December 31, 2016.

(c) The Hidalgo County Commissioners Court will refund to each paying hospital the proportionate share of any money remaining in the local provider participation fund created by the District at the time the District is abolished.

Rule 4. Distri t Boundaries. The boundaries of the District are coextensive with the boundaries of Hidalgo County.

Distri t Ad inistration

Rule 5. Co ission Distri t Go ernan e.

(a) The District is governed by the Commission consisting of the Hidalgo County Commissioners Court.

(b) The Hidalgo County Commissioner or County Judge will serve on the Commission as an additional duty of his or her office.

(c) The District is a component of Hidalgo County government and is not a separate political subdivision of the state of Texas.

Po ers and Aut orities

Rule 6. Li itation on Distri t's Aut orit to Re uire andator Pa ent. The District may require a mandatory payment from paying hospitals only in the manner provided in these rules and procedures.

Rule 7. a orit Vote Re uired Prior to andator Pa ent.

(a) The District may not require any mandatory payment from paying hospitals without an affirmative vote of a majority of the members of the Commission.

(b) Before requiring a mandatory payment in any one year, the Commission must obtain the affirmative vote required by Subsection (a).

(c) The votes in Subsections (a) and (b) will take place after a public hearing required by Rule 9.

Rule 8. Institutional ealt Care Pro ider Re orting Ins e tion o Re ords.

(a) The District will require an institutional health care provider to submit to the District a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the department to implement those sections.

(b) The District may inspect the records of an institutional health care provider to the extent necessary to ensure that the provider has submitted all required data under this Rule.

General inan ing Pro isions

Rule 9. Pu li earing.

(a) Each year, the Commission of the District will hold a public hearing on the amounts of any mandatory payments that the Commission intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Before the public hearing but not later than the 10th day before the date of the hearing, the Commission will publish at least once notice of the hearing in a newspaper of general circulation in Hidalgo County.

(c) Representatives of paying hospitals are entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments required by the District.

Rule 10. Distri t's De ositor .

(a) The Commission by resolution will designate one or more banks located in the District as the depository for the District.

(b) A bank designated as the Districtôs depository will serve for two years or until a successor is designated.

(c) All income received by the District, including the revenue from mandatory payments remaining after discounts and fees for assessing and collecting the payments are deducted, will be deposited with the Districtôs depository as provided by Rule 18 and may be withdrawn only as provided by these rules and procedures.

(d) All District funds will be secured in the manner provided for securing Hidalgo County funds.

Rule 11. Creation o Lo al Parti i ation und. The District will create a local provider participation fund which will consist of:

(a) all revenue from the mandatory payments required by the District, including any penalties and interest attributable to delinquent payments;

(b) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the District to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and

(c) the earnings of the fund.

Rule 12. Aut ori ed ses o Lo al Parti i ation und.

(a) The District will use the money deposited to the local provider participation fund only for the following purposes:

(1) to fund intergovernmental transfers from the District to the state to provide the nonfederal share of a Medicaid supplemental payment program authorized under the state Medicaid plan, the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315), or a successor waiver program authorizing similar Medicaid supplemental payment programs;

(2) to subsidize indigent programs;

(3) to pay the administrative expenses of the District;

(4) to refund a portion of a mandatory payment collected in error from a paying hospital; and

(5) to refund to paying hospitals the proportionate share of the money received by the District from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments.

(b) Money in the local provider participation fund may not be commingled with other Hidalgo County funds.

(c) An intergovernmental transfer of funds described by Rule 12(a)(1) and any funds received by the District as a result of an intergovernmental transfer described by that subdivision may not be used by the District, Hidalgo County, or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub.

L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Rule 13. Allo ation o Certain unds. Not later than the 15th day after the date the District receives a payment described by Rule 12(a)(5), the District will transfer to each paying hospital an amount equal to the proportionate share of those funds to which the hospital is entitled.

andator Pa ents

Rule 14. andator Pa ents Based on os ital Net Patient Re enue.

(a) Except as provided by Rule 16(b), the Commission of the District may require an annual mandatory payment to be assessed [**no ore re uentl t an**] quarterly on the net patient revenue of an institutional health care provider located in the District.

(b) For the first year in which the mandatory payment tax is required, the mandatory payment will be assessed on the net patient revenue of an institutional health care provider as determined by the data reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 in the fiscal year ending in 2010.

Rule 15. A ounts o andator Pa ents.

(a) The Commission of the District will set the amount of the mandatory payment required of each paying hospital and will update the amount of the mandatory payment on a biennial basis [**alt oug t e a ount a e u dated ore re uentl** .

(b) The amount of a mandatory payment required by the District must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the District.

(c) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the District, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the District.

(d) Subject to the maximum amount prescribed by Rule 15(c), the Commission will set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the District, to fund the nonfederal share of a Medicaid supplemental payment program, and to pay for indigent programs, except that the amount of revenue from mandatory payments used for administrative expenses of the District in a year may not exceed the lesser of four percent of the total revenue generated from the mandatory payment or $20,000.

Rule 16. Restri tions Regarding andator Pa ents.

(a) A mandatory payment may not [**e used to**] hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(b) An institutional health care provider may not add a mandatory payment required by the District as a surcharge to a patient.

Rule 17. Assess ent and Colle tion o andator Pa ents.

(a) Except as provided by Rule 17(b), the Hidalgo County Tax Assessor & Collector will collect the mandatory payments required by the District. The Hidalgo County Tax Assessor & Collector will charge and deduct from the mandatory payments collected for the District a fee for collecting the mandatory payments. Such fee will be determined by the Commission and will not exceed the Hidalgo County Tax Assessor-Collectorôs usual and customary charges.

(b) If determined by the Commission to be appropriate, the Commission may contract for the assessment and collection of mandatory payments in the manner provided by Title 1 of the Texas Tax Code, for the assessment and collection of ad valorem taxes.

(c) Revenue from a fee charged by the Hidalgo County Tax Assessor & Collector for collecting the mandatory payments will be deposited in the Hidalgo County general fund and, if appropriate, will be reported as fees of the Hidalgo County Tax Assessor & Collector.

Rule 18. De osit o Re enue ro andator Pa ents. Revenue from the mandatory payments will be deposited in the Districtôs local provider participation fund.

Rule 19. Interest, Penalties and Dis ounts. Any interest, penalties, and discounts on mandatory payments required by the District are governed by the law applicable to county ad valorem taxes.

THE STATE OF TEXAS §

§ **ORDER CREATING THE HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT**

COUNTY OF HIDALGO §

WHEREAS, the Texas Legislature enacted Senate Bill 1623, which amended the Health and Safety Code, Chapter 288 and which went into effect immediately upon being signed by the Governor;

WHEREAS, pursuant to amended Section 288.002 of the Health and Safety Code, the commissioners court of a county may by order create a county health care funding district;

WHEREAS, the purpose of the district is to generate revenue from a mandatory payment required by the district from an institutional health care provider to provide the nonfederal share of a Medicaid supplemental payment program;

WHEREAS, pursuant to amended Section 288.051 of the Health and Safety Code, the district is governed by a commission consisting of the commissioners court of the county in which the district is created; and

NOW THEREFORE, BE IT ORDERED that the Commissioners Court of Hidalgo County creates the Hidalgo County Health Care Funding District.

PASSED, APPROVED, ADOPTED AND ORDERED this 9th day of July, 2013.

HIDALGO COUNTY COMMISSIONERS COURT

RAMON GARCIA
County Judge

A.C. CUELLAR
Commissioner Pct. #1

HECTOR PALACIOS
Commissioner Pct. #2

JOE M. FLORES
Commissioner Pct. #3

JOSPEH PALACIOS
Commissioner Pct. #4

ATTEST:
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER
ADOPTING RULES AND PROCEDURES OF THE
HIDALGO COUNTY HEALTH CARE FUNDING DISTRICT

WHEREAS, pursuant to Section 288.002 of the Texas Health and Safety Code, the Commissioners Court of Hidalgo County created on July 9, 2013 the Hidalgo County Health Care Funding District;

WHEREAS, the purpose of the Hidalgo County Health Care Funding District (the "District") is to generate revenue to provide the nonfederal share of a Medicaid supplemental payment program by requiring a mandatory payment from institutional health care providers in the District;

WHEREAS, pursuant to Section 288.104 of the Texas Health and Safety Code, the District may adopt rules governing operation of the District, including rules relating to the administration of a mandatory payment; and

NOW THEREFORE BE IT ORDERED by the Commission of the Hidalgo County Health Care Funding District that the Hidalgo County Health Care Funding District Rules and Procedures attached to this ORDER and identified as Exhibit A Hidalgo County Heath Care Funding Rules and Procedures be adopted by the DISTRICT.

PASSED, APPROVED, ADOPTED AND ORDERED this 9th day of July, 2013 by a vote 5 ayes and 0 nays.

Ramon Garcia
County Judge

A.C. Cuellar, Jr.
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

ATTEST:
Arturo Guajardo, Jr., County Clerk

AI-46480 **Fire Marshal's Office 11. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Elizabeth Castro, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Approval to reimburse Deputy Fire Marshal, Eric Sanchez, for Fire Service Instructor I exam in the amount of $85.00 (requisition #00263010) with authority for county treasurer to issue payment after reviewing and auditing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-422-10-300-001-0-811

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-46528.

Attachments

ERIC'S REIMBURSEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 04:23 PM
Glinda Pacheco	Glinda Pacheco	09/16/2014 02:43 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Elizabeth Castro Started On: 09/11/2014 03:52 PM

Final Approval Date: 09/19/2014

Requisition

Req # 00263010

PO #

Date: 09/05/14

Bill To: x
x

Vendor : 415634
SANCHEZ, ERIC
C/O FIRE MARSHAL

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: **ELIZABETH**
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		CM EXAMINIATION FOR FIRE INSPECTOR I FOR ERIC SANCHEZ	85.00	85.00
		REQUESTING REIMBURSEMENT CHECK PAYABLE TO: ERIC SANCHEZ		
		Account No	Encumbrance	
		4-1100-422-10-300-001-0-811	85.00	
			Freight	.00
			Total	85.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **ERIC SANCHEZ**, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	04/01/2014	$85.00	Texas Commission on Fire Protection
TOTAL		$85.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: ERIC SANCHEZ
PERSON MAKING PURCHASE

Before me, **ELIZABETH SWEET CASTRO** a Notary Public, appeared **ERIC SANCHEZ** and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL)

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

Elizabeth Sweet Castro
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

SAN JUAN MPO
SAN JUAN, Texas
785899998
4879830088-0098
04/01/2014 (956)787-2491 02:47:38 PM

Sales Receipt

Product Description	Sale Unit Qty	Unit Price	Final Price
Dom. Money Order 21810580907			$85.00
Domestic Money Order Fee			$1.25
Subtotal:			$86.25
~~ AUSTIN TX 78701 Zone-3			$19.99
Priority Mail Express 1-Day Flat Rate Env 1.70 oz. USPS Tracking #: EI304163872US Scheduled Delivery Day: Wed 04/02/14 12:00PM - Money Back Guarantee Includes $100 insurance			
Signature Requested			
Issue PVI:			$19.99
Total:			$106.24

Reimb only $85.00 Cost of the test.

Paid by:
Debit Card $106.24
Account #: XXXXXXXXXXXX0908
Approval #: 012834
Transaction #: 50
23903480259
Receipt#: 001151

~~ Save this receipt as evidence of insurance. For information on filing

CUSTOMER'S RECEIPT

UNITED STATES POSTAL SERVICE®

KEEP THIS RECEIPT FOR YOUR RECORDS

Pay to TCFP

Address 1701 N. Congress St. 105 Austin TX 78701

Post Office Amount Clerk

Year, Month, Day

Serial Number

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

Instructor I
TEST

M-3
195395

AI-46481 **Fire Marshal's Office 11. B.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Elizabeth Castro, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Approval to reimburse Deputy Fire Marshal, Medardo Villarreal, for Fire Inspector I exam in the amount of $85.00 (requisition #00263014) with authority for county treasurer to issue payment after reviewing and auditing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-422-10-300-001-0-811

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-46528.

Attachments

MEDARDO'S REIMBURSEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 04:33 PM
Glinda Pacheco	Glinda Pacheco	09/16/2014 02:48 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Elizabeth Castro Started On: 09/11/2014 03:58 PM

Final Approval Date: 09/19/2014

Requisition

Req # 00263014

PO #

Date: 09/05/14

Bill To: x
x

Vendor : 426830
VILLARREAL, MEDARDO
C/O FIRE MARSHAL'S OFFICE

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: **ELIZABETH**
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		CM EXAMINATION FOR FIRE INSTRUCTOR I FOR MEDARDO VILLARREAL.	85.00	85.00
		REQUESTING REIMBURSEMENT CHECK PAYABLE TO: MEDARDO VILLARREAL		
		Account No	Encumbrance	
		4-1100-422-10-300-001-0-811	85.00	
			Freight	.00
			Total	85.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **MEDARDO VILLARREAL**, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	05/01/2014	$85.00	Texas Commission on Fire Protection
TOTAL		$85.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Medardo Villarreal

TITLE: MEDARDO VILLARREAL
PERSON MAKING PURCHASE

Before me, **ELIZABETH SWEET CASTRO** a Notary Public, appeared **MEDARDO VILLARREAL** and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL)

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

Elizabeth Sweet Castro
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

MONEY ORDER RECEIPT

4525 Ayers St. - 78415 * P.O. BOX 9036
Corpus Christi, Texas 78469 * (361) 693-3653

Op: 31-DEFAULT 05/01/14 01:03:48 PM

Money Order #: C-9115029955

Amount: $85.00 Fee: 0.69 Loc: 9115

Pay To The Order Of: Texas Commission

Memo: Certified

SERVICE CHARGE. If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month remaining to the beginning of such six month period, or if lower, the maximum amount permitted by law. The administrative charge as described at the end of the six (6) months period shall be applied retroactive to the date of purchase.

LIMITED RECOURSE. This Money Order will not be paid if it has been forged, altered or a copy or a blank and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. This money order cannot be converted electronically. If the need arises to trace this Money Order, contact Stripes LLC at (361) 693-3653. There is an additional one service charge in the Money Order Charges may vary.

Thank You For Shopping At Stripes Stores!

DOCUMENT MAY INCLUDE SECURITY FEATURES - SEE BACK FOR DETAILS

Stripes LLC
4525 Ayers St. - 78415
P.O. BOX 9036
Corpus Christi, Texas 78469

INTERNATIONAL MONEY ORDER

LIMITED RECOURSE. This Money Order will not be paid if it has been forged, altered or a copy or a blank and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. This money order cannot be converted electronically.
If the need arises to trace this Money Order, contact Stripes LLC at (361) 693-3653. There is an additional one service charge in the Money Order. Charges may vary.

Re-4/90/1031

C-9115029955

US Dollars & Cents

$*****85.00

S/N: 9115029955 -Loc: 9115 -Csh: 19 -Acct: 3769

Pay to the Order of: Texas Commission on Fire Protection

******************************** 05/01/14 ■ Eighty-five Dollars And Zero Cents

NOT VALID FOR OVER $85.00

SERVICE CHARGE. If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month remaining to the beginning of such six month period, or if lower, the maximum amount permitted by law. The administrative charge as described at the end of the six (6) months period shall be applied retroactive to the date of purchase.

Payable through Bancfirst Oklahoma City, OK

Medardo Villarreal
PURCHASER SIGNATURE

3812 W Mariana
PURCHASER ADDRESS

Certified
MEMO

⑆103104900⑆ 3769 9115029955⑈

AI-46289 **Adult Probation 12. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $2,757.00
2. Approval of appropriation of DWI grant program income (GPI) in the total amount of $2,757,00.

BACKGROUND

The GPI from July 2014 to August 2014 is equal to $2,757.00

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1289-423-00-320-032-4-XXX

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

BUDGETARY IMPACT:

The GPI for July and August 2014 is equal to $2,757.00

4-1289-342-30-320-032-4-000 DWI Court Revenues

See attached analysis worksheet.

Attachments

DWI Appropriations
DWI Revenues
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 04:47 PM
Rosalinda Cantu	Rosie Cantu	09/18/2014 02:30 PM
Manuel Chapa	Manuel Chapa	09/18/2014 03:59 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Diana Solis Started On: 09/02/2014 03:28 PM

Final Approval Date: 09/19/2014

DATE: September 1, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 4-1289-423-00-320-032-4-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
4-1289-423-00-320-	032-	4-	113		DWI Court-	Full-Time Employees	2,314.67
4-1289-423-00-320-	032-	4-	220		DWI Court-	FICA	177.07
4-1289-423-00-320-	032-	4-	230		DWI Court-	Retirement	252.07
4-1289-423-00-320-	032-	4-	250		DWI Court-	Unemployment Compensation	13.19
TOTAL APPROPRIATION							**2,757.00**
4-1289-342-30-320-	032-	4-	000		DWI Court-	Revenues	2,757.00
TOTAL REVENUES							**2,757.00**

REASON:

To allocate the GPI (Generated Program Income) from July & August 2014.

Rodolfo Perez, Deputy Director
Hidalgo County CSCD

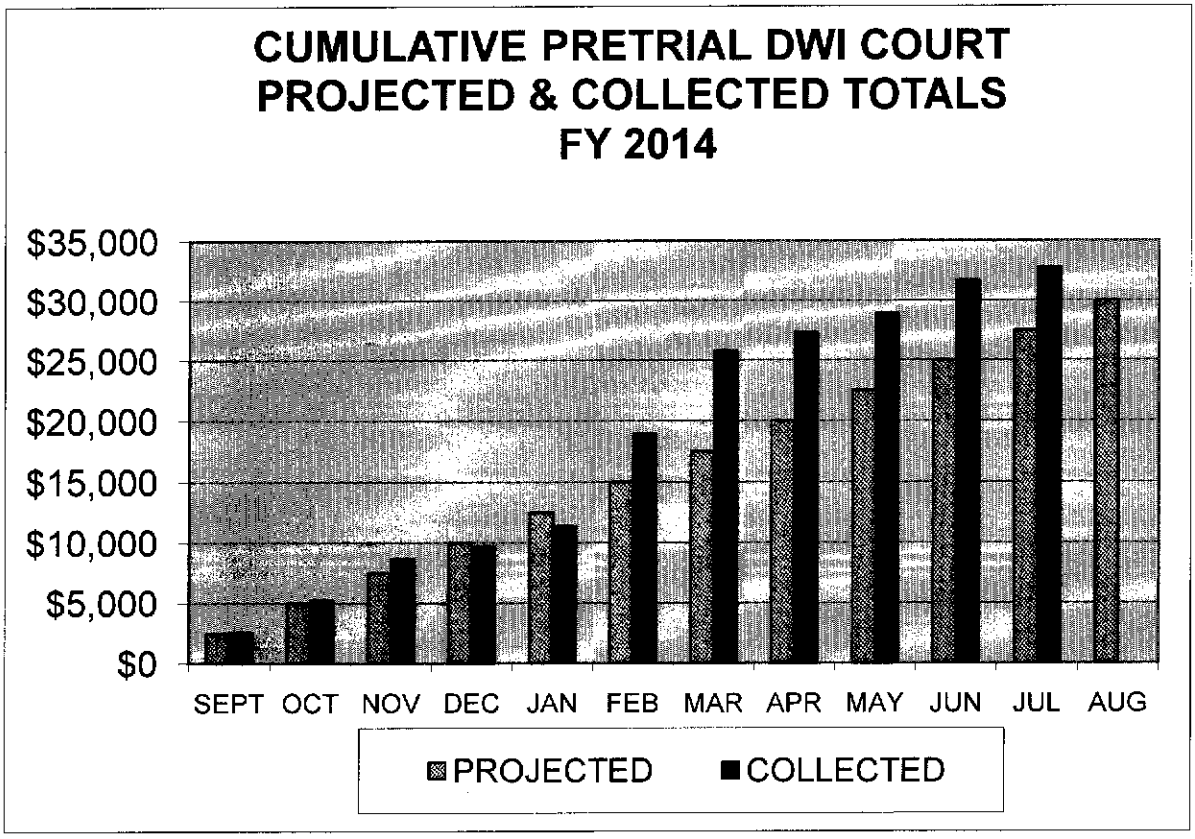
Date

Ray Eufracio, CPA

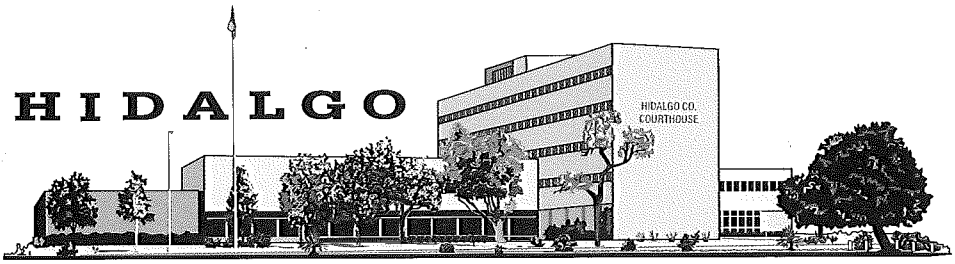
Date

FY 2014 PRETRIAL DWI COURT FEES
$30,000 TOTAL PROJECTED

MTH	YR	MONTHLY PROJECTED	ACTUAL COLLECTED	DOLLAR VARIANCE
SEPT	13	$2,500.00	$2,600.10	$100.10
OCT	13	$2,500.00	$2,656.00	$156.00
NOV	13	$2,500.00	$3,395.00	$895.00
DEC	13	$2,500.00	$1,057.00	-$1,443.00
JAN	14	$2,500.00	$1,660.00	-$840.00
FEB	14	$2,500.00	$7,592.50	$5,092.50
MAR	14	$2,500.00	$6,818.00	$4,318.00
APR	14	$2,500.00	$1,530.00	-$970.00
MAY	14	$2,500.00	$1,637.00	-$863.00
JUN	14	$2,500.00	$2,755.90	$255.90
JUL	14	$2,500.00	$1,052.00	-$1,448.00
AUG	14	$2,500.00	$1,705.00	$0.00
TOTAL		$30,000.00	$34,458.50	$5,253.50
	PT DWI RECEIVABLE		-$4,458.50	



COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 16, 2014

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 17 PM 3 05

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $2,757.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2014. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/17/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-46542 **Urban County** **13. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Diana Serna, Dir.HC-UCProg. **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to rescind action taken by County Commissioners' Court on November 26, 2013. Agenda Item # (A1-41818) authorizing to negotiate a professional engineering service contract with the highest ranked firm DOS Logistics, Inc. for a UCP- City of Weslaco, FY 26 (2013) Water/Sewer Improvements project.

BACKGROUND

UCP could not negotiate a professional engineering service engineering contract because the City of Weslaco was unable to secure funding for its water and sewer project. The city is in the process of appropriating funds and new current evaluations will need to be completed at such time that funds are secured.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/17/2014 10:18 AM
Auditor's Office	Debbie Tamez	09/18/2014 01:09 PM
Purchasing Department	Marty Salazar	09/18/2014 04:15 PM

Form Started By: Olga Lerma Started On: 09/16/2014 04:18 PM

Final Approval Date: 09/18/2014

AI-46261 **Urban County 13. B.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: URBAN COUNTY

Information

CAPTION

Hold a Public Hearing to consider public comments for Hidalgo County Urban County Program's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

BACKGROUND

Citizen Participation Plan dictates that the County hold a Public Hearing to consider public comments on the contents of it's Consolidated Annual Performance and Evaluation Report prior to submission to HUD. The Urban County Program published the public notice of the CAPER completion and the fifteen (15) day comment period was from September 4, 2014 to September 18, 2014.
See attached copy of Public Hearing Notice.

Attachments

Public Notice UCP CAPER

CAPER Exp

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 10:33 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Olga Lerma Started On: 09/02/2014 08:50 AM

Final Approval Date: 09/19/2014

PUBLIC NOTICE

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

Published on: September 3, 2014.

Notice is hereby given that the County of Hidalgo Urban County Program has completed its Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year Ending June 30, 2014.

This report is a comprehensive review of the activities undertaken by the Urban County Program in carrying our activities identified in the County's Consolidated Plan Strategy (CPS). The program operates in 18 non-entitlement communities and the rural areas of Hidalgo County.

A 15-day comment period is hereby established from September 4, 2014 to September 18, 2014. The CAPER report will be available for public viewing and comment at the Urban County Program Offices.

Following the comment period, a Public Hearing will be held at 9:30 A.M. in Tuesday, September 23, 2014. At the Hidalgo County Commissioner's Court meeting at 415 West University Drive, Edinburg, Texas 78539.

Accomodations for individuals with handicaps shall be provided upon request.

Las precentaciones se haran en español para aquellas personas que asi lo deseen.

For more information please come by the Urban County Office or call (956) 787-8127.

Diana R. Serna, Director
County of Hidalgo-Urban County Program
427 E. Duranta Avenue, Alamo, Texas 78516.

AVISO PUBLICO
CONDADO DE HIDALGO- PROGRAMA URBANO

Publicada el dia 3 de septiembre del 2014.

Se hace saber que el Programa Urbano del Condado de Hidalgo ha completado su Reporte Consolidado Annual de Desempeño y Evaluacion (CAPER) para el año fiscal terminando el 30 de Junio del 2014.

Este informe es una revision completa de las actividades realizadas por el Programa Urban del Condado en la realizacion de nuestras actividades identificadas en la Estrategia del Plan Consolidado del Condado (CPS). El programa opera en 18 comunidades y las zonas rurales del Condado de Hidalgo.

Un periodo de comentarios de 15 dias, destinada a ejecutar desde el 4 de septiembre hasta el dia 18 de septiembre del 2014. El infome (CAPER) estara disponible para que el publico lo revise y de su comentario a la oficina del Programa Urban del Condado Hidalgo.

Tras el periodo de comentarios, una audencia publica se llevara a cabo a las 9:30 AM el martes 23 de septiembre del 2014 en la Corte de Commissionados del Condado de Hidalgo en la sala de reuniones ubicada en 415 West University Drive, Edinburg, Texas 78539.

Alojamiento para las personas con descapacidad se puede porporcionar a peticion.

Las presentaciones se haran en Ingles o Español para aquellas personas que asi lo deseen.

Para obtener mas informacion, por favor venga a la oficina del condado urbano o llame al (956) 787-8127.

Diana R. Serna, Directora
Programa Urbano Del Condado de Hidalgo
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516.

CAPER 2013-2014

Agenda Item No. A46261

Attachment (B)

(Expenditures)

1CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Urban County Program (UCP) is a department within the Hidalgo County governance structure. Hidalgo County, as the grantee, created the UCP in 1988 to serve as the administrative entity for these HUD funds. Funded projects take place in eighteen non-entitlement cities and the four county precincts. Those cities include are: Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City and Weslaco. The cities range in population size from 240 (Progreso Lakes) to 35,670 (Weslaco), with an average size of approximately 23,350.

The principal beneficiaries of programs funded by the UCP are those persons of low and moderate-income means. HUD defines this target group as those persons having an income at or below 80% of the area's median income. This reporting year, 100% of eligible fund expenditures in the CDBG and HOME programs were of direct benefit to this target group.

In terms of minority benefit, Hidalgo County is predisposed to serve minority groups inasmuch that approximately 90% of the population is Hispanic. Given the correlation between minority status and income levels, funded projects overwhelmingly serve low and moderate-income persons that are of Hispanic descent.

The UCP further strives to make the appropriate accommodations for persons with disabilities if notified in advance. Translators and helpers can be made available on an as-needed basis. This accommodation is made known through advertisements notifying the public about upcoming public hearings or meetings. Compliance with the Americans with Disabilities Act is mandatory in all building construction projects funded by the UCP.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

CDBG Expenditures
CAPER 2013-2014

HIDALGO COUNTY

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Underway Count	Underway Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed	NOTES: Return funds from prior year in FY 2013	Correct Disbused Amount
Housing	Rehab; Single-Unit Residential (14A)	0	$0.00	6	$230,159.68	6	$230,159.68		
	Total Housing	**0**	**$0.00**	**6**	**$230,159.68**	**6**	**$230,159.68**		
Public Facilities and Improvements	Public Facilities and Improvement	2	$89,373.82	2	$282,858.39	4	$372,232.21		
	Parks, Recreational Facilities (03F)	6	$423,905.78	5	$218,885.00	11	$642,790.78		
	Flood Drainage Improvements (03I)	1	$0.00	2	$351,746.50	3	$351,746.50		
	Water/Sewer Improvements (03J)	5	$392,558.46	6	$277,711.79	11	$670,270.25	($15,609.00)	$654,661.25
	Street Improvements (03K)	20	$1,722,704.82	11	$942,835.81	31	$2,665,540.63	($133.92)	$2,665,406.71
	Fire Station/Equipment (03O)	2	$99,700.70	3	$62,577.81	5	$162,278.51		
	Non-Residential Historic Preservation	1	$57,852.24	0	$0.00	1	$57,852.24		
	Total Public Facilities and	**37**	**$2,786,095.82**	**29**	**$2,136,615.30**	**66**	**$4,922,711.12**		
Public Services	Public Services (General) (05)	0	$0.00	32	$364,590.28	32	$364,590.28		
	Senior Services (05A)	0	$0.00	19	$168,255.72	19	$168,255.72		
	Handicapped Services (05B)	0	$0.00	2	$17,592.32	2	$17,592.32		
	Transportation Services (05E)	0	$0.00	6	$96,000.00	6	$96,000.00		
	Battered and Abused Spouses (05G)	0	$0.00	4	$44,500.00	4	$44,500.00		
	Health Services (05M)	0	$0.00	4	$34,000.00	4	$34,000.00		
	Abused and Neglected Children (05N)	0	$0.00	9	$107,958.29	9	$107,958.29		
	Total Public Services	**0**	**$0.00**	**76**	**$832,896.61**	**76**	**$832,896.61**		
General Administration and Planning	General Program Administration (21A)	1	$785,550.88	15	$421,317.45	16	$1,206,868.33		
	Total General Administration and	**1**	**$785,550.88**	**15**	**$421,317.45**	**16**	**$1,206,868.33**		
Repayment of Section 108 Loans	Planned Repayment of Section 108 Loan	0	$0.00	3	$376,585.75	3	$376,585.75		
	Total Repayment of Section 108	**0**	**$0.00**	**3**	**$376,585.75**	**3**	**$376,585.75**		
Grand Total		**38**	**$3,571,646.70**	**129**	**$3,997,574.79**	**167**	**$7,569,221.49**		

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	5	5
	Total Housing		**0**	**5**	**5**
Public Facilities and Improvements	Public Facilities and Improvement (General) (03)	Persons	0	20,348	20,348
		Public Facilities	95,223	50,612	145,835
	Parks, Recreational Facilities (03F)	Public Facilities	92,564	63,954	156,518
	Flood Drainage Improvements (03I)	Public Facilities	30,846	27,952	58,798
	Water/Sewer Improvements (03J)	Persons	39,687	30,390	70,077
	Street Improvements (03K)	Persons	392,511	222,873	615,384
	Fire Station/Equipment (03O)	Public Facilities	21,794	26,610	48,404
	Non-Residential Historic Preservation (16B)	Organizations	12,132	0	12,132
	Total Public Facilities and Improvements		**684,757**	**442,739**	**1,127,496**
Public Services	Public Services (General) (05)	Persons	0	101,996	101,996

	Senior Services (05A)	Persons	0	473	473
	Handicapped Services (05B)	Persons	0	3	3
	Transportation Services (05E)	Persons	0	1,913,538	1,913,538
	Battered and Abused Spouses (05G)	Persons	0	760	760
	Health Services (05M)	Persons	0	361	361
	Abused and Neglected Children (05N)	Persons	0	528	528
	Total Public Services		**0**	**2,017,659**	**2,017,659**
Grand Total			**684,757**	**2,460,403**	**3,145,160**

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	5	5
	Total Housing	**0**	**0**	**5**	**5**
Non Housing	White	14,235	14,111	0	0
	Black/African American	19	0	0	0
	Asian	4	0	0	0
	American Indian/Alaskan Native & White	1	0	0	0
	Black/African American & White	4	0	0	0
	Other multi-racial	18	0	0	0
	Total Non Housing	**14,281**	**14,111**	**0**	**0**
Grand Total	White	14,235	14,111	5	5
	Black/African American	19	0	0	0
	Asian	4	0	0	0
	American Indian/Alaskan Native & White	1	0	0	0
	Black/African American & White	4	0	0	0
	Other multi-racial	18	0	0	0
	Total Grand Total	**14,281**	**14,111**	**5**	**5**

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	2	0	0
	Low (>30% and <=50%)	2	0	0
	Mod (>50% and <=80%)	1	0	0
	Total Low-Mod	5	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	5	0	0
Non Housing	Extremely Low (<=30%)	0	0	11,178
	Low (>30% and <=50%)	0	0	2,201
	Mod (>50% and <=80%)	0	0	522
	Total Low-Mod	0	0	13,901
	Non Low-Mod (>80%)	0	0	380
	Total Beneficiaries	0	0	14,281

HOME Expenditures
CAPER 2013-2014

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
HOME Summary of Accomplishments
Program Year: 2013

DATE: 09-03-14
TIME: 10:52

HIDALGO COUNTY

Home Disbursements and Unit Completions

Activity Type	Disbursed Amount	Units Completed	Units Occupied
First Time Homebuyers	$923,670.36	51	51
Existing Homeowners	$644,030.83	14	14
Total, Homebuyers and	$1,567,701.19	65	65
Grand Total	**$1,567,701.19**	**65**	**65**
Administration	$181,196.28		
TOTAL DISBURSED:	$1,748,897.47		

NOTE: The amount disbursed does not include the amount disbursed on the underway houses and also the Administration drawn.

Home Unit Completions by Percent of Area Median Income

Activity Type	Units Completed					
	0% - 30%	31% - 50%	51% - 60%	61% - 80%	Total 0% - 60%	Total 0% - 80%
First Time Homebuyers	0	22	15	14	37	51
Existing Homeowners	8	4	1	1	13	14
Total, Homebuyers and Homeowners	8	26	16	15	50	65
Grand Total	**8**	**26**	**16**	**15**	**50**	**65**

Home Unit Reported As Vacant

Activity Type	Reported as Vacant
First Time Homebuyers	0
Existing Homeowners	0
Total, Homebuyers and Homeowners	0
Grand Total	**0**

Home Unit Completions by Racial / Ethnic Category

	First Time Homebuyers		Existing Homeowners	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	49	48	14	14
Black/African American	2	1	0	0
Total	**51**	**49**	**14**	**14**

	Homeowners		Grand Total	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
White	63	62	**63**	**62**
Black/African American	2	1	**2**	**1**
Total	**65**	**63**	**65**	**63**

ESG Expenditures
CAPER 2013-2014

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	FY 2011	FY 2012	FY 2013
Expenditures for Rental Assistance	0	241,355	80,889
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	20,661	15,470
Expenditures for Housing Relocation & Stabilization Services - Services	0	106,991	121,520
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	81,333	0	0
Subtotal Homelessness Prevention	**81,333**	**369,007**	**217,879**

Table 10 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	FY 2011	FY 2012	FY 2013
Expenditures for Rental Assistance	0	18,315	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	5,282	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	21,155	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	68,546	32,767	0
Subtotal Rapid Re-Housing	**68,546**	**77,519**	**0**

Table 11 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	FY 2011	FY 2012	FY 2013
Essential Services	69,099	40,729	59,391
Operations	185,638	197,571	249,266
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	**254,737**	**238,300**	**308,657**

Table 12 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	FY 2011	FY 2012	FY 2013
HMIS	0	13,846	32,071
Administration	18,514	53,141	54,946
Street Outreach	0	0	0

Table 13 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	FY 2011	FY 2012	FY 2013
1,788,496	423,130	751,813	613,553

Table 14 - Total ESG Funds Expended

11f. Match Source

	FY 2011	FY 2012	FY 2013
Other Non-ESG HUD Funds	149,879	26,588	50,670
Other Federal Funds	0	0	0
State Government	0	0	0
Local Government	0	0	0
Private Funds	273,251	725,225	562,884
Other	0	0	0
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	**423,130**	**751,813**	**613,554**

Table 15 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	FY 2011	FY 2012	FY 2013
3,576,993	846,260	1,503,626	1,227,107

Table 16 - Total Amount of Funds Expended on ESG Activities

AI-46262 **Urban County 13. C.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: URBAN COUNTY

Information

CAPTION

1) Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed budget and program amendment for FYs (2005 thru 2014) The proposed amendment will delete and include new streets for Precinct No. 3 funding, amend project descriptions for the City of Granjeno Park Improvements Project, delete Water/Sewer Improvements and create a Public Service (General) activity for the City of Peñitas.

2) Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 3 for FYs (2005 thru 2014).

BACKGROUND

A Public Hearing was held on September 23, 2014, at 9:30 A.M. and citizen participation requirements have been met. Hidalgo County Precinct No. 3 proposed budget and program amendment for FYs (2005 thru 2014), City of Granjeno and City of Peñitas forfeited funds. See attached copy of Public Hearing Notice.

Attachments

Public Notice Pct No.3 FY 2005 thru 2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 10:40 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Olga Lerma Started On: 09/02/2014 08:58 AM

Final Approval Date: 09/19/2014

PUBLIC HEARING NOTICE
Hidalgo County Precinct No. 3

Published On: August 22, 2014

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, **Precinct No. 3** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget & program amendment to its Urban County Program, **Year 18 thru 27 (2005 thru 2014)..**

En cumplimiento de los requisitos de Programa del desarrollo comunitario de beca de bloque (CDBG), El Pricinto No. 3 llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el Presupuesto de los proyectos en el Pricinto y la modificación del Programa Urbano del Condado Hidalgo, para los años fiscales del 18 al 27 (2005 al 2014) de fondos.

The Public Hearing will be held on, **Tuesday, September 23, 2014 at 9:30 A.M. at the Hidalgo County Commissioner's Court at 415 W. University Drive, Edinburg, Texas 78539.**

La Audiencia Pública se llevará a cabo en, **Martes, 23 de septiembre año 2014 a las 9:30 AM en la en la corte de commisisonados del condado de Hidalgo ubicada en 415 E. University Drive, Edinburg, Texas 78539.**

Budget Available	**Year / Activities**
Porsupuesto Disponible	***Año y Actividad***
$ 87,399.96	2011 Street Improvements (Mejoras de Calles)
$270,894.29	2012 Street Improvements (Mejoras de Calles)
$ 64,478.52	2013 Street Improvements (Mejoras de Calles)
$246,619.00	2014 Street Improvements (Mejoras de Calles)
$669.391.77	

The proposed amendment will DELETE the streets still pending completion due to ineligibility. The streets listed for deletion are: 8 Mile Line (Mayberry to Shary Road), 9 Mile Line (Inspiration Rd. to Conway Rd.), Inspiration Road (8 Mile to 10 Mile line), 91/2 Mile (Trosper to Inspiration), Minnesota Road (8 Mile line to 91/2 Mile Line), Doffing Road (8 Mile line to 9 Mile line), Chihuahua Road (Bus. 83 to Military Road), Military Road (FM 866 to Guadalupe, Havana to Los Ebanos, and Penitas to Havana Rd.), and Abram Road (Bus. 83 to Expressway 83). The amendment will also INCLUDE new streets listed as follows: Serenedad Avenue & Tranquilidad Circle, Lakeview Subdivision Streets (Fiesta Road, Siesta Road, and Lakeview Road), Tiffany Street, and La Homa Meadows Subdivision (Astro Dr., Lilly Dr., Daisy Drive and Mile 4 North Road Portion).

*La enmienda propuesta **iliminara las calles propuestas inhabilitación. Las calles son las siguientes:** 8 Mile Line (Mayberry to Shary Road), 9 Mile Line (Inspiration Rd. to Conway Rd.), Inspiration Road (8 Mile to 10 Mile line), 91/2 Mile (Trosper to Inspiration), Minnesota Road (8 Mile line to 91/2 Mile Line), Doffing Road (8 Mile line to 9 Mile line), Chihuahua Road (Bus. 83 to Military Road), Military Road (FM 866 to Guadalupe, Havana to Los Ebanos, and Penitas to Havana Rd.), and Abram Road (Bus. 83 to Expressway 83). La enmienda propuesta incluira calles nuevas cual son las siguientes: Serenedad Avenue & Tranquilidad Circle, Lakeview Subdivision Streets (Fiesta Road, Siesta Road, and Lakeview Road), Tiffany Street, and La Homa Meadows Subdivision (Astro Dr., Lilly Dr., Daisy Drive and Mile 4 North Road Portion).*

Forfeited funds Available	**Year / Activity**
Fondos Anulados	***Año Y Actividad***
$276,965.50	2013 Parks Recreational Facility Improvements (Mejoras de Parques)
$ 40,937.51	2009 Water/Sewer Imp. (mejoras de agua)

The proposed amendment will DELETE the Water/Sewer Improvements line item for the City of Peñitas line item and CREATE a Public Service (General) line item for the purchase of computers and library equipment for the Penitas Public Library. This amendment will also make correction action to the location of the Granjeno Park to 6607 S. FM 494, Granjeno Texas, and the project description to include the purchase and installation of a water sprinkler system, with powered solar pump throughout the city park area, purchase and installation of solar lights throughout the park, and parking lot area. Construction of bathroom facilities to include but not limited to advertisements , professional services and material testing as it pertain to project completion.

La modificación propuesta eliminará las Mejoras de Línea de agua / alcantarillado de la ciudad de Peñitas y creara una actividad de Servicio Público (General) para la compra de computadoras y equipo de biblioteca para la biblioteca pública de Penitas. Esta

enmienda también hará que la acción de corrección a la ubicación del Parque Granjeno localizado en 6607 S. FM 494, Granjeno Texas, y la descripción del proyecto que incluya la compra e instalación de un sistema de rociadores de agua, con bomba de energía solar en toda la zona del parque de la ciudad, compra e instalación de lámparas solares en todo el parque, y el área de estacionamiento. Construcción de instalaciones de baño para incluir, pero no limitarse a la publicidad, los servicios profesionales y de ensayo de materiales, ya que pertenecen a la finalización del proyecto.

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.
Las presentaciones se haran en espanol o ingles para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localicada:
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516 or call (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Diana R. Serna, UCP Director
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516
(956) 787-8127

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

August 13, 2014

AUG 14 2014
Urban County Program
OL

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

Dear Mr. Serna:

I am requesting a Budget and Program Amendment to include the City of Penitas (2009) and City of Granjeno (2013) forfeited funds as follows:

The proposed Budget and Program Amendment will delete the following:

- Water/Sewer to Public Service (City of Penitas)
- Parks, Recreational Activities (City of Granjeno, wrong location)

And will create the following:

- Public Service General (City of Penitas Public Library – Purchase of Computers)
- Parks, Recreational Activities (City of Granjeno, new Location as per workplan)

In addition, we would like to include the following streets to our work plan, to replace the deleted streets:

- Serenidad Ave and Tranquilidad Circle.
- Lakeview Subdivision (Fiesta Rd., Siesta Rd., and Lakeview Rd.)
- Tiffany St.
- La Homa Meadows Subdivision (Astro Dr., Lily Dr., and Daisy Dr., and Mile 4 North Road)

Deleted streets would include all streets listed on request of July 30, 2014 and will also include Iowa Road (8 Mile to 13 Mile) and Doffing Street (8 Mile to 9 Mile) from the 2014 Workplan. Also, Ariel Subdivision streets will need to be deleted because the Precinct completed those streets with R&B funds.

Please amend all available funding from FY's 2001, 2012, 2013, and 2014 and include the new streets being requested.

Should you need additional information, please contact me or 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

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

July 30, 2014

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

Dear Ms. Serna,

As per our roads inspections on 7-30-14 between Urban County Program Staff and Precinct #3 Staff it was concluded that several streets would not qualify under the Urban County Program. We are requesting a program amendment to delete the following:

- 8 Mile Line (Mayberry Rd. to Shary Rd.)
- 9 Mile Line (Inspiration Rd. to Conway) with the exception ¼ mile west of Trosper Rd.
- Inspiration Rd. (Mile 8 to 10 Mile Line)
- Mile 9 ½ (Trosper Rd. to Inspiration Rd.)
- Trosper Rd. (9 ½ to 10 Mile)
- Minnesota Rd. (Mile 8 to Mile 9 ½)
- Doffing Rd. (Mile 8 to Mile 9)
- Chihuahua Rd. (Bus 83 to Military Rd.)
- Military Rd. (FM 866 to Guadalupe, Havana to Los Ebanos, and Penitas to Havana)
- Abram Rd. (Business 83 to Expressway 83)

The following are completed and will need to be deleted.

- ✓ Breyfogle Rd. (FM 495 to 3 Mile) - 1 ¼ mile to Mile 3 completed March 2012
- ✓ Chihuahua Rd.(Bus 83 West)– completed April 2013
- ✓ Greene Rd. (Bus 83 to Exp. 83) Bus 83 N. to Palmview City Limit completed April 2012
- ✓ Moorefield Rd. (FM 495 to 5 Mile)- FM 495 to 2 Mile completed by City of Mission and Hidalgo County, Mile 3 to Mile 5 completed with UC funds on November 2012

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

The roads are all included in several workplan years from 2006-2014. Please delete those streets from each year and utilize all years funding for the new request streets.

Thank you and should you require additional information please, do not hesitate to call 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-46451 **Urban County 13. D.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting authorization to cancel a construction materials observation and testing services contract with Raba Kistner consultants, Inc. in the amount of $6,306.85 for year 2011 Water/Sewer Improvements project in the City of Weslaco. The project is 100% completed and no testing services were provided.

BACKGROUND

Supporting documentation from Raba Kistner Consultants, Inc. and LeFEVRE Engineering & Management Consulting, LLC is attached.

Attachments

City of Weslaco Water Treatment Plant

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 09:58 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Olga Lerma Started On: 09/11/2014 09:29 AM

Final Approval Date: 09/19/2014

Project No. AMD13-087-00
September 4, 2014

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Ms. Monica Leal, UCP Coordinator I
County of Hidalgo Urban County Program
3304 West Alberta
Edinburg, Texas 78539

Re: **Construction Materials Observation and Testing Services**
2013-2014 HIDALGO COUNTY URBAN COUNTY PROGRAM PROJECT
Urban County Project No. 5011/12-80-0310-5000-UCP-ML
P148 City of Weslaco Water Treatment Plant – 12 inch Recycle Line
Weslaco, Hidalgo County, Texas

Dear Ms. Leal:

RABA KISTNER Consultants, Inc., (RKCI) was selected to conduct construction materials observation and testing services on an "on-call" basis for the above-referenced on October 31, 2013. This work was authorized by **RKCI** Proposal No. PMD13-120-00 dated September 12, 2013, and Purchase Order #9365 dated October 15, 2013.

In accordance with the letter received by you via electronic-mail attachment from Mr. Hilario Ortiz, Jr, Project Manager with LeFevre Engineering & Management Consulting, LLC., the project's civil engineering firm on Monday, August 4, 2014, **RKCI** hereby informs the County of Hidalgo Urban County Program that no testing services were conducted for this project. Therefore, there are no pending invoices due to **RKCI.**

Please feel free to contact me at (956) 682-5332 or via e-mail at dcharkow@rkci.com if I can be of further assistance.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis Charkow
Supervisor, CME

DCC/rs
Copies submitted: Above (1) E-mail

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

August 4, 2014

Monica Leal
Hidalgo County Urban County Program
427 E. Duranta, Suite 107
Alamo Texas 78516

Re: 2013-2014 HIDALGO COUNTY URBAN COUNTY PROGRAM PROJECT
Urban County Project No. 5011/12-80-0310-5000-8000-UCP-ML
P148 City of Weslaco Water Treatment Plant – 12 inch Recycle Line

Dear Ms. Leal:

Regarding material testing for the referenced project it is our professional opinion, that due to the depth and distance of the water line, the lack of further testing would not be detrimental to the project. Pressure testing has been performed on all installed pipes in accordance with plans and specifications.

If you have any questions or require additional information, please contact me at 956-687- 5362.

Respectfully,

Erin Mata, for
Hilario Ortiz, Jr.
Project Manager

cc: Emigdio "Milo" Salinas, PE, LEMC Project Engineer

Z:\5 Projects\Hidalgo\Weslaco\P148 Recycled Water Line Urban Co\August 4.docx

AI-46489 **Urban County 13. E.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: URBAN COUNTY

Information

CAPTION

1. The City of Edcouch is requesting consideration and action to award and enter into a construction contract with the second (2nd) lowest bidder R & R Paving, LLC for a Street Improvements project in the amount of $191,217.60 utilizing UCP - City of Edcouch, FY 26 (2013) street improvement funds.

2. Urban County Program (in compliance with County of Hidalgo Procurement Policies and Texas Local Government Code 262) is requesting consideration and action to award and enter into a construction contract with the lowest responsible bidder 2GS, LLC for a Street Improvements project in the amount of $188,368.00 utilizing UCP - City of Edcouch, FY 26 (2013) street improvement funds.

BACKGROUND

The Urban County Program requested and received bids for the 2013 Street Improvements Project. Fulcrum Consulting Services prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Department on June 25, 2014. (See attached recommendation letters from Fulcrum Consulting Services and a copy of bid tabulation sheet.)

Funds Available: $257, 245.23 FY 26 (2013) Street Improvements

Attachments

City of Edcouch Construction Contract

INS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/12/2014 02:21 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Olga Lerma Started On: 09/12/2014 10:45 AM

Final Approval Date: 09/19/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 25, 2014 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Edcouch - Street Improvements Project

BID NO: 5013-20-0311-5000-2000-UCP-ML

Addendum No. 1 Required

PROCURMENT SPECIALIST:

BID # RFB#	NAME OF COMPANY	Acknowledgment of Addendum 1	TOTAL BID	BID BOND OR CHECK INCLUDED
#1	2GS, LLC	Acknowledged	✓ $188,368.00	Included
#2	Castle Enterprises, LLC	Acknowledged	$241,492.00	Included
#3	Texas Cordia Construction, LLC	Acknowledged	$289,704.00	Included
#4	R & R Paving LLC	Acknowledged	$191,217.60	Included
#5				
#6				
#7				

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

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS * SURVEYORS

September 2, 2014

Ms. Monica Leal
Program Coordinator
Urban County Program
427 E. Duranta, Suite 107
Alamo, TX 78516

RE: City of Edcouch
Street Improvements Project-- R&R Paving, LLC Letter of Recommendations

Dear Ms. Leal:

On Wednesday June 25, 2014 bids were received and opened for the City of Edcouch, Street Improvements Project Hidalgo Urban County Project No. 5013-20-0311-5000-2000-UCP-ML. A total on FOUR (4) bids were received and enclosed in the bid tabulation sheet.

The bid page submitted by 2GS, LLC (2GS) had a total of ($188,368.00). The bid page submitted by R&R Paving, LLC (R&R) had a total of ($191,217.60). The total figures for the top two bids 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. The cost difference between 2GS and R&R is $2,849.60.

The City of Edcouch has had positive work experience with R&R with the contractor finishing work within contract time, no change orders and superior quality work. The City considered the the following: the cost difference between contractor one and two is $2,849.60, 2GS past work has been described from excellent to mixed, and searches list 2GS as a trucking company. Based on these considerations, the City through this letter is requesting the Hidalgo Commissioners Court consideration and approval in allowing the City to proceed with R&R for the above referenced project.

Based on the City's request, Fulcrum Consulting Services recommends that this project be awarded to R&R for the Base Bid total amount of $191,217.60. Thank you.

Sincerely,

, P.E.

Fulcrum Consulting Services
Daniel Campos, P.E.

XC: Office File

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS * SURVEYORS

September 8, 2014

Ms. Monica Leal, Program Coordinator
Hidalgo County Urban County Program
427 E. Duranta St., Suite 107
Alamo, Texas, 78516

Re: City of Edcouch, Street Improvements Project
Letter of Recommendation - R & R Paving

Ms. Leal

Fulcrum Consulting Services has conducted a secondary review of all bids submitted for the City of Edcouch, Street Improvements Project Hidalgo County Urban County Project No. 5013-20-0311-2000-UCP-ML at the request of Hidalgo County Urban County Program and the City of Edcouch. Upon further review Fulcrum Consulting Services is recommending that this project be awarded to the lowest responsible bidder, R & R Paving, LLC for the Base Bid total amount of $191,217.60.

Sincerely,
Fulcrum Consulting Services

, P.E.

George E. Lazaro, P.E.

9/8/14

STATE OF TEXAS
GEORGE E. LAZARO
93696
LICENSED
PROFESSIONAL ENGINEER

P.E.

F-12369

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

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

Recommendation letter for City of Edcouch

From : lsalinas@fulcrum-cs.com Fri, Jul 18, 2014 10:37 AM
Subject : Recommendation letter for City of Edcouch 2 attachments
To : Monica Leal <monica.leal@ucp.co.hidalgo.tx.us>

Goo morning,

Attached please find information request.

Thank you,

Leslie Salinas
Fulcrum Consulting Services
PH: 956-797-3411
Fax: 956-797-3411

sigimg0
6 KB

recommendation letter.pdf
287 KB

Received thru email
On July 18, 2014
ML

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
Street Improvements Project
R & R Paving, LLC. – Letter of Recommendations

Dear Mayor Schmalzried:

On Wednesday June 25, 2014 bids were received and opened for the City of Edcouch, Street Improvements Project Hidalgo Urban County Project No. 5013-20-0311-5000-2000-UCP-ML. A total on FOUR (4) bids were received and enclosed in the bid tabulation sheet.

The bid page submitted by R & R Paving, LLC. had a total of (191,217.60). 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 R & R Paving, LLC. for the Base Bid total amount of $191,217.60.

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

Sincerely,

, P.E.

Fulcrum Consulting Services
Daniel Campos, P.E.

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

CONSTRUCTION CONTRACT

This Agreement entered into this **23rd day of September 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 **R & R Paving LLC (a limited liability company)** (a partnership) (an individual) of **San Benito** 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 – Street Improvements
PROJECT No.:	5013-20-0311-5000-2000-UCP-ML
PROJECT DESCRIPTION:	Street Improvements (street resurfacing (overlay) and Valley Gutter (concrete) improvements)

hereinafter called the project, for the sum of **($191,217.60) One hundred ninety-one thousand two hundred seventeen dollars and sixty 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 **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five 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.

Ramiro Gonzalez, President

Name of Firm: R & R Paving LLC

Address: PO Box 1989
San Benito, TX 78586

Federal I.D./S.S.: 20-8009318

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 2014,

by Ramiro Gonzalez, President of and on behalf of R & R Paving 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): 6/16/2014

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: Mindy Rivera
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: mindy@mcafeeagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED	INSURER A: America First Insurance
R&R Paving, LLC P. O. Box 1989 San Benito TX 78586	INSURER B: American States Ins. Co. INSURER C: Texas Mutual Ins. Co. INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 14-15 WC RENEWAL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		GL5747323	2/10/2014	2/10/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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		01CH774170-70	2/10/2014	2/10/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 2,500
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CU8837823	2/10/2014	2/10/2015	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001200022	4/19/2014	4/19/2015	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Edcouch

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

Richard Garza/MIN

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CONSTRUCTION CONTRACT

This Agreement entered into this **23rd day of September 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 **2GS, LLC (a limited liability company)** (a partnership) (an individual) of **Penitas** 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 – Street Improvements
PROJECT No.:	5013-20-0311-5000-2000-UCP-ML
PROJECT DESCRIPTION:	Street Improvements (street resurfacing (overlay) and Valley Gutter (concrete) improvements)

hereinafter called the project, for the sum of **($188,368.00) One hundred eighty-eight thousand three hundred sixty-eight dollars 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 **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five 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.

Pedro Saenz, Member

Name of Firm: 2GS, LLC

Address: PO Box 595
Penitas, Texas 78576

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____, 2014,

by Pedro Saenz, Member of and on behalf of 2GS, 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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2014

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
San Juan Insurance Agency, Inc
DBA Valley Ins Providers OR Truckers Ins
PO Drawer 3783
McAllen TX 78502

CONTACT NAME: NORA RODRIGUEZ
PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556
E-MAIL ADDRESS: nrodriguez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TECHNOLOGY INSURANCE COMPANY	
INSURER B : TEXAS MUTUAL INSURANCE COMPANY	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
2GS, LLC
PO BOX 595
Penitas TX 78576-

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 X PD DEDUCTIBLE $2,000 X BI DEDUCTIBLE $2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X		TPP105960700	02/21/2014	02/21/2015	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
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		NLR8124Q140127-001	02/21/2014	02/21/2015	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	$ $
B	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		X	TSF-0001234244	02/21/2014	02/21/2015	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
A	CONTRACTOR'S EQUIPMENT			TPP105960700	02/21/2014	02/21/2015	LEASED/RENTED DEDUCTIBLE $1000	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT NAME: CITY OF EDCOUCH- STREET IMPROEMENTS
PROJECT NO: 5013-20-0311-5000-2000-UCP-ML

CERTIFICATE HOLDER
HIDALGO COUNTY-URBAN COUNTY PROGRAM
427 E. DURANTA AVE SUITE 107
ALAMO TX 78516-

CANCELLATION
AI 011506
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 S Young

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AI-46503 **Urban County 13. F.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Napoleon D. Coca **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to remove Advocacy Resource Center of Housing, Inc (ARCH), a non-profit organization participating in the Emergency Solutions Grant Program (ESG) from the 2014-2015 Annual Action Plan (Year 27). The UCP Annual Action Plan was approved by County Commissioner's Court on May 5, 2014 and submitted to the U.S. Department of Housing & Urban Development (HUD).

BACKGROUND

The 2014-2015 Annual Action Plan allocated funds to ARCH in the amount of $145,655. ARCH has informed UCP that the non-profit will not be able to utilize the funds as stated in their application. UCP requests the removal of ARCH from the workplan so that we may readvertise for another non-profit to conduct the services approved in the workplan.

Homeless Prevention	HP Services	32,046
Homeless Prevention	HP Housing Relocation & Stabilization	11,652
Rapid Re-Housing	RR Services	49,522
Rapid Re-Housing	RR-Housing Relocation & Stabilization	36,413
Data Collections		16,022
	TOTAL AMOUNT:	**145,655**

Attachments

ARCH notice of decline ESG FY27

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/15/2014 03:29 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Olga Lerma Started On: 09/15/2014 09:15 AM

Final Approval Date: 09/19/2014

ARCH
Advocacy Resource Center for Housing
2507 Buddy Owens • McAllen, Texas 78504 • (956) 631-4277 • sjmaldonado@yahoo.com

SEP 12 2014

9/11/14

Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, TX 78516

Dear Mrs. Diana Serna,

This letter serves to express my gratitude for giving me the opportunity to work with Hidalgo County – Urban County Program funds and its cordial staff. Your funds helped ARCH make an impact in its communities. We paid rents to keep families from sleeping in their cars, house deposits to move families into a home, paid disconnected utilities like light and water to prevent eviction while our case management services worked strategically with participants to move them towards self-sufficiency. All services provided were essential to promoting ARCH & Urban County's goals of addressing homelessness in Hidalgo County. Our families will miss these services with us but we are encouraged because we built wonderful relationships with sister agencies that we know will pick up the banner to carry forth the good work in our communities.

ARCH's IRS debt incurred way before we built a relationship with Urban County (2009 - 2014) and dates back to 2001 through 2004. A strongly affecting factor was falling victim to well-intended pro bono service providers such as CPAs, law professionals and poor bookkeepers who in spite of their good intent to help us; never really followed through with the much needed services. The neglected services included inadequately prepared 990/941 and some filed late or not filed by due date that began to incur penalties & interest. Board membership also had its problems & challenges when dealing with these & operating issues. Other significant factors that attributed to ARCH's operating crisis were dwindling operating funds and stringent funder operating allocations (5%). However, I assure you ARCH's working team (staff & I) admonished ourselves to deliver exceptional services to our participants and funders. I only ask that you remember us "the working team" who strived to ensure a job well done as your ratings many times amply demonstrated.

While I am helping ARCH ensure we complete our 2013 ESG FY 26 contract by the given date of on or before October 17, 2014, I am also submitting this letter to you as our official announcement to decline the 2014 ESG FY 27 funding until further notice. I am glad to have worked alongside your staff and I look forward to a continued working relationship perhaps at a different time in the near future. I hope all Urban County final requests to closing work is to your satisfaction. Please do not hesitate to call me if you have any questions at 956-624-4006.

Sincerely,

San Juanita Maldonado
Executive Director for ARCH

AI-46532 **Urban County 13. G.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Parcel #16 for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

BACKGROUND

Funding is from the Texas General land Office Grant **Round 2.1,** allocated for the Delta Area Connector/East Lateral Drainage Project.

Account No. 6540-62-0100-5000-6200

Amount Available: $ 44,144.00

Attachments

Parcel #16 Delta Area Connector/East Lateral

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/17/2014 08:20 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Olga Lerma Started On: 09/16/2014 02:25 PM

Final Approval Date: 09/19/2014

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 16
Property Owner: Samuel B. Gonzalez
GLO # 12-406-000-6453/DRS 210068

Counter Offer Amount:	2.848 acres at $14,000.00 per acre	$39,872.00
	Damages/Improvements	$ 4,272.00
	TOTAL OFFER AMOUNT	**$44,144.00**

SBG

I accept the offer and would like to begin the sale and closing process

Samuel B. Gonzalez

Signature

9-16-14

Date

AI-46501 **Texas Agri-Life Extension Serv. 14. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas Master Gardener, Norma Linda Sanchez, would like to address the court with a few words on the retirement of Mrs. Barbara Storz.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/15/2014 04:06 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Nora Linda Cruz Started On: 09/15/2014 08:14 AM

Final Approval Date: 09/19/2014

AI-46287 **Veterans Services 15. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Amanda Silva, VETERANS SERVICES

Department: VETERANS SERVICES

Information

CAPTION

Resolution Advocating Hyperbaric Therapy and Other Medical Treatments.

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/02/2014 05:01 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Amanda Silva Started On: 09/02/2014 03:19 PM

Final Approval Date: 09/19/2014

RESOLUTION IN SUPPORT OF ADVOCATING THERAPY AS WELL AS OTHER MEDICAL TREATMENTS AND THERAPY FOR TBI AND PTSD

WHEREAS, the "signature wounds" of Iraq and Afghanistan are Traumatic Brain Injury (TBI) and Post Traumatic Stress Disorder (PTSD) and are significant health issues for Texas Veterans returning from service; and

WHEREAS, the effects of these conditions are usually long lasting and often life threatening (frequently suicide) and currently there are no definitive medical treatments for TBI and the treatments provided today are just palliative drugs and/or counseling; and

WHEREAS, several, well documented, more curative therapies are available, including Hyperbaric Oxygen Therapy (HBOT), that offer additional and alternative ways to restore affected Veterans lives and minds; and

WHEREAS, numerous studies have demonstrated that the untreated, lingering effects of these injuries adversely impact the returned Veterans' lives, resulting frequently in destroyed families, drug and alcohol use, unemployment, mental illness, incarceration, and homelessness; and

WHEREAS, these results show up in society and communities as increased unemployment rates, public healthcare treatment cost, mental illness cost, drug and alcohol treatment cost; and

WHEAREAS, neither the Veterans Administration, Military medicine, nor Medicare will reimburse Medical Practitioners for their efforts to help these Veterans'.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court urges our State and National Officials to provide appropriate funding and focus to provide results oriented, evidence based, proven treatments, including the Hyperbaric Oxygen Therapy for returning Texas Veterans that suffer the residual, after effects of TBI and PTSD.

Approved this the 23rd day of September, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
Pct. 2

HECTOR "TITO" PALACIOS
County Commissioner,

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-46401 **Head Start 16. A.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEAD START

Information

CAPTION

Discussion/Approval to Submit the Following 2015 Budget Applications:
1. Department of Health and Human Services (DHHS)
2. Texas Department of Agriculture (TDA)

BACKGROUND

Policy Council Approval: 09.17.14

Attachments

Budget 2015

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/12/2014 04:09 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Linda Galaviz Started On: 09/08/2014 10:04 AM

Final Approval Date: 09/19/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 17, 2014

SUBJECT: Discussion/Approval to Submit the Following 2015 Budget Applications:
a. Department of Health and Human Services (DHHS)
b. Texas Department of Agriculture (TDA)

RATIONALE/NEED: Every year the Program must submit the Continuation Budget Application and the Texas Department of Agriculture budget application in order for the Program to continue providing comprehensive services to the children and their families.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum, DHHS and TDA Budgets

****

INITIATED BY: Edmundo Garcia, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM
"Children first..."

Date: September 17, 2014

To: Hidalgo County Policy Council
Hidalgo County Commissioners' Court

From: Teresa Flores, Executive Director

C.C: Edmundo Garcia, Assistant Program Director
Nora Munoz, Assistant Program Director
Elma Keller, Chief Financial Officer

Subject: 2015 Budget (Health and Human Services Dept.)
2015 Budget for Nutrition (Texas Department of Agriculture)

The Hidalgo County Head Start Program is submitting a Continuation Funding Application for FY2015 (1/1/2015 to 12/31/2015) under Grant No. O6CH0183 to the Administration for Children and Families, Department of Health and Human Services in the amount of $25,789,303. The Program has also prepared the reimbursement grant under the Child and Adult Care Food Program to the Texas Department of Agriculture totaling $3,057,492 for nutritional services.

Health and Human Service Head Start Grant.
The attached Head Start Program budget for 2015 reflects the Program's continued commitment to providing high quality services as per Head Start Federal Standards requirements in accordance with the Head Start Act of 2007. This funding will make it possible for the Hidalgo County Head Start Program to serve **3,690** children and families throughout the County Of Hidalgo. All costs are reasonable and conform to CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

The Head Start Grant requires a twenty percent (20%) non-federal match which as always, will be met through in-kind contributions provided by parents, families and community partners, allowable under the Head Start Act. Volunteers spend time in the classrooms assisting teachers, assisting with meals, reading to the children as parents continue the Head Start experience at home with curriculum oriented activities. Community partners provide rent-free classroom space as well as classroom supplies and materials. School districts also have provided free and low-cost classroom space in addition to teachers, furniture, computers and materials and supplies. This year's in-kind contribution will equal $6,447,326.

This application reflects the Program's resolve to efficiently use Federal dollars with local resources and provide services to the neediest of our community.

The major cost categories are as follow:

Salaries $16,705,464. The number of positions included in this budget remains at seven-hundred and sixty-eight (768), the same level as FY2014. Salary levels remain the same as 2014, no salary increases are included in this budget.

Administration		**Mgmt. Inf. Systems**		**Staff Development**	
Assist. Program Director (s)	2	Director	1	Director	1
Receptionist & Secretary	2	MIS Facilitator Tech I	3	Clerk (s)	1
Executive Secretary (s)	2	**Personnel**		**Health**	
Administrative Assistant	1	Secretary (s)	3	Coordinator/LVN (s)	2
Executive Director	1	HR Director	1	Registered Nurse	1
Risk Management		**Procurement**		Director	1
Benefits Administrator	1	Director	1	Secretary	1
Risk Management Specialist	1	Coordinator	1	Mental Health Coord.	1
		Asst. Bookkeeper	1	**Disability**	
Field Operations		**Education**		Facilitator	1
Bus Aide (Classroom)	14	Teacher (s)	197	Coordinator(s)	1
Bus Aide (Substitute)	15	Assist. Teacher (s)	197	Director	1
Bus Driver(s) (Maintenance)	29	Secretary	2	Service Aide (s)	19
Custodian(s)	52	Coordinator	1	Asst. Bookkeeper	1
Coordinator(s)	2	Area Director (s)	4	**Transition Literacy**	
Director	1	Center Manager (s)	37	Director	1
Clerk(s)	1	Clerk (s)	4	Facilitator	1
Secretary	0	SS Assistant(s)	65	**Finance**	
Electrician Technician	1	SS Facilitator(s)	11	Chief Financial Officer	1
Craftsmen	0	Compliance Director	1	Bookkeeper (s)	2
Crew Leader(s)	2	**Family Services**		Assist. Bookkeeper (s)	2
Maintenance Worker(s)	10	Coordinator(s)	2		
Courier (s)	4	Secretary	1	**Part-Timers**	14
		Director	1	**Substitutes Teachers**	54
		Family Records Specialist	1		
				Total	**768**

Fringe Benefits $6,509,456. All fringe benefits are comparable with County benefits and are expected to remain at the same level as 2014 FY. Please refer to attached Budget Analysis.

Equipment $61,600. This category reflects an increase due to anticipated replacement costs. It includes the estimated cost to purchase two maintenance vans at $23,300 each, for the maintenance department to replace older vans with high mileage and in need of major repairs. This category also includes $15,000 to replace one of the two computer file servers that has become inoperable and obsolete.

Supplies $608,602. This category reflects a net increase of $43,900 due to three areas. Maintenance Supplies primarily is expected to increase as facilities become older and repairs become necessary. Playground Supplies is expected to increase as we replace older equipment. Operational Supplies will increase due to annual renewal fees. Please refer to the attached Budget Analysis.

Other $1,904,181. This category shows an anticipated reduction of expenses of $105,500. The savings in this category are attributed to the shift in classrooms to the Pharr San Juan Alamo school district. The initiative will have the beneficial ripple effect of reducing rental expense, utilities, telephone and transportation costs. In addition the Program continues to streamline processes which have also reduced costs in disability services, mental health services, medical services as more children and families are linked to medical homes and become eligible for Medicaid services. Printing services has also been reduced in anticipation of a more organized process of ordering annual forms. Vehicle maintenance should experience savings, as we replace older vehicles in need of repairs. Equipment repair will reflect savings as some minor equipment/supplies were replaced in 2014. Training and Technical Assistance funding is also included in this category at the same funding level as in previous budgets.

Please refer to attached budget analysis for more details.

Total Head Start Budget	
Salaries	$16,705,464
Fringe Benefits	$6,509,456
Total Salaries and Benefits	$23,214,920
Equipment	$61,600
Supplies	$608,602
Other	$1,904,181
Total Federal Share	$25,789,303
In-Kind Contributions	$6,447,326
Total	$32,236,629

Texas Department of Agriculture
Funding For Nutritional Services

The application for food services to the **Texas Department of Agriculture** for FY2015 (10/1/2014 to 9/30/2015) for reimbursement under **The Child and Adult Care Food Program** is in the amount of **$3,057,492**. This application reflects an estimated increase in reimbursement of $67,435 due to an upward adjustment in the rate of reimbursement from $5.5425 to 5.6675 per child/per day.

The major Cost categories are as follow:
Salaries $957,383. The slight increase of $39,226 when compared to FY 2014 is as a result of the Cost of Living Adjustment (COLA).

Assistant Cooks	**2**
Head Cooks	2
Drivers	7
Kitchen Helpers	10
Coordinators	2
Secretary	1
Bookkeeper	1
Director	1
Total	26

Fringe Benefits $425,783. All fringe benefits are comparable with County benefits. The slight increase of $63,566 denotes COLA impact and the increase in medical premiums.

Food Cost $1,289,357. This line item captures all food costs related to the production of meals. The decrease in this line item of $64,566 is anticipated due to the streamlining measures implemented in monitoring food expenditures.

Total Operating Expenses $1,674,325. This category represents a slight net decrease of $36,384, when compared to the previous year budget, primarily due to an anticipated reduction in vehicle maintenance, utilities and food cost, as we continue to streamline the food purchasing process and closely monitor all costs.

More detailed changes impacting all other line items are reflected in the attached Budget Analysis for review and discussion.

Hidalgo County Head Start Program

Budget Analysis

Description	Restored 2014 Budget	Proposed 2015 Budget	Variance	Comments/Notes
Salaries/Fringes				
Salaries	16,705,464.00	16,705,464.00	(0.00)	
Fringes/Pension Costs	6,509,456.00	6,509,456.00	0.00	
Total Salaries/Fringes	**23,214,920.00**	**23,214,920.00**	**(0.00)**	
Out of TownTravel	-	-	-	
Equipment	-	15,000.00	15,000.00	MIS File Server
Vehicle Purchase	-	46,600.00	46,600.00	To replace 2 outdated vans
Total Equipment	-	**61,600.00**	**61,600.00**	
Supplies				
Office	69,700.00	69,700.00	-	
Postage	10,000.00	10,000.00	-	
Classroom	194,062.00	194,062.00	-	
Maintenance	154,483.00	184,483.00	30,000.00	Realigned expenditures with actual costs
Janitorial	75,000.00	75,000.00	-	
Medical	8,007.00	8,007.00	-	
Playground	-	10,000.00	10,000.00	To replace swing seats/chips/paint playground equi
Operational	53,450.00	57,350.00	3,900.00	Increase in annual software renewal fees
Total Supplies	**564,702.00**	**608,602.00**	**43,900.00**	
			-	
Other			-	
Center Space	177,911.00	147,911.00	(30,000.00)	Relocation of Weslaco II HS Center
Telephone	261,200.00	261,200.00	-	
Utilities	526,134.28	488,937.00	(37,197.28)	Realigned expeditures with actual costs
Local Travel	85,900.00	77,400.00		
Renovations	-	-	-	
Professional Services	92,500.00	92,500.00	-	
Dental Serv	15,000.00	10,000.00	(5,000.00)	Realigned expeditures with actual costs
Disability Serv	5,000.00	5,000.00	-	
Mental Health	33,000.00	29,000.00	(4,000.00)	Realigned expeditures with actual costs
Medical Serv	6,000.00	2,000.00	(4,000.00)	Realigned expeditures with actual costs
Printing- Admin	7,497.72	7,400.00	-	
Printing Center	32,705.00	26,500.00	(6,205.00)	Realigned expeditures with actual costs
Insurance	215,000.00	215,000.00	-	
Vehicle Maintenance	100,000.00	95,000.00	(5,000.00)	Anticipating lower cost with purchase of 2 new vans
Fuel	125,000.00	125,000.00	-	
Equip. Repair-Admin	1,500.00	1,500.00	-	
Equip. Repair-Center	47,500.00	42,000.00	(5,500.00)	Realigned expeditures with actual costs
Equip. Rental	1,000.00	1,000.00	-	
CDA/ T.T.A.	276,833.00	276,833.00	-	
Advertising	-	-	-	
Total Other Expend.	**2,009,681.00**	**1,904,181.00**	**(105,500.00)**	
Total Budget	**25,789,303.00**	**25,789,303.00**	**(0.00)**	

Texas Department of Agriculture (TDA)
Budget Analysis

Description	2013-2014	2014-2015	Difference	Comments/Notes
Salaries/Fringes				
Salaries	918157.14	957,383.44	39,226	Impact of COLA reflected in current year
Fringes/Pension Adm Costs	361189.92	425,782.75	64,593	Impact of COLA reflected in current year
Total Salaries/Fringes	**1,279,347.06**	**1,383,166.19**	**103,819**	
Food	1,352,923.37	1,289,357.25	(63,566)	Food costs were $1,138903.90 as of August 2014
Supplies and Equipment				
Equipment	-	23,323.00	23,323	To purchase one new van
Non-Food Supplies	137,223.54	158,149.98	20,926	To purchase one braiser & one oven
Office Supplies	4,852.66	6,499.80	1,647	Added office supplies costs for copier rental
Purchased Services				
Equipment Maintenance	44,968.68	34,998.48	(9,970)	Anticipate lower costs with the purchase of the new equipment
Vehicle Maintenance	5,603.47	5,650.00	47	To align total costs with TDA budget worksheet
Vehicle Fuel	30,560.36	25,000.00	(5,560)	Realign expenditures with actual costs
Utilities	93,265.68	85,999.92	(7,266)	Realign expenditures with actual costs
Telephone	5,965.90	9,500.40	3,535	Realign expenditures with actual costs
Subscriptions	2,000.00	2,000.00	-	
Printing	2,300.00	2,300.00	-	
Media Costs				
Organization Costs				
Local Travel	3,499.56	3,999.96	500	Rising fuel costs
T & TA	27,546.54	27,546.59	0	
Total Operating Expenses	**1,710,709.76**	**1,674,325.38**	(36,384)	
Total Budget	**2,990,056.82**	**3,057,491.57**	67,435	*Rate per meal increased from $5.5425 to $5.6675 for 2014-2015.*

Reimbursement Formula:

172 Service Days x 3,690 Children x 85% ADA x $5.0000 Reimbursement Rate = $3,057,491.57

Reimbursement Rate is Calculated as follows:

Breakfast	1.62
Lunch	2.98
Snack	0.82
Cash-in-Lieu of Commodities:	0.2475
Reimbursement Rate	**5.6675**

Project Description

Objective, Needs for Assistance, Geographic Area

The Hidalgo County Head Start Program is submitting an application for continued funding for Budget period 01/01/2015 to 12/31/2015 in the amount of **$25,789,303.** This funding will make it posible for the Hidalgo County Head Start Program to continue to serve **3,690** children and families throughout the County Of Hidalgo.

Hidalgo County is located in the southernmost tip of Texas along the U.S.-Mexico border. It is one of 254 counties in the State of Texas and is flanked by Starr County to the west, Jim Hogg and Brooks counties to the north, Willacy and Cameron counties to the east, and the Rio Grande River thus sharing an international border with the Mexican state of Tamaulipas and the "Municipios" of Reynosa and Rio Bravo. The service area for the Hidalgo County Head Start Program is composed of the entire county of Hidalgo, encompassing 1,569 square miles.

The population in Hidalgo County is predominantly Hispanic and young. Nine out of ten county residents are of Hispanic or Latino origin. Seventy-one percent are native; twenty-nine percent of Hidalgo County residents are foreign-born. The median age is 28.6 years. The distribution of population by gender and age show residents who are 15 to 44 year-olds make up the largest portion of the population in Hidalgo County. The population in Hidalgo County is projected to continue to grow at a steady rate, led by a higher than average birth rate and continued in-migration into the county. The Hidalgo County population is projected to reach 833,007 persons by 2015, 895,259 persons by 2020, and 960,155 persons by the year 2025, under a moderate growth rate as projected by the Texas State Data Center. The population in Hidalgo County grew from 805,975 persons in 2012 to 815,996 persons in 2013, an increase of 1.2 percent. Data released from Census 2000 showed that the number of children under the age of 5 in Hidalgo County was 58,138 persons or about 10% of the total population. In 2012, children under 5 grew to 77,220 persons, a 33 percent increase from 2000. In 2012, children under 5 comprised 9.6 percent of the population. About 45% of all births in Hidalgo County are to unmarried women, slightly higher than the state average. The fertility rate (103) far exceeds that of the state (76.8). The proportion of adolescent mothers under 18 years of age in Hidalgo County (6.3%) is also higher than the rate for Texas (4.3%).

The number of persons living in poverty, while decreasing on the whole, is still a cause for concern among local, state and federal policymakers. In

2012, 37.7% percent of people in Hidalgo County were in poverty, two times higher than the poverty rate of 17.9% for people in Texas. Poverty rates were the highest for families with a female householder, no husband, with children under 5 years of age (53.7%) in Hidalgo County. One in every two children under the age of five in Hidalgo County (47.0%) was considered to be in poverty in 2012, significantly higher than the 28.8% of all children under 5 considered to be in poverty in Texas.

A look at employment patterns shows higher unemployment rates in Hidalgo County as compared to the State of Texas. Among Texas metropolitan areas, the McAllen Edinburg-Mission MSA has one of the highest unemployment rates in all of the state. Much of the region continues to struggle with unemployment, though there has been a significant drop in the unemployment rate in Hidalgo County from a high of 22.7% in 1990. In 2013, the average annual unemployment rate in the McAllen-Edinburg-Mission MSA was 10.8 percent. For March 2014, the unemployment rate dropped to 9.4%. Among Head Start families who responded to the Program's community assessment survey, only 51% were employed full-time, part-time, or seasonally, with about twenty-seven percent of all respondents having full-time jobs. Of those respondents with spouses, eighty-two percent (82%) were employed, the overwhelming majority of these with full-time jobs (59%).

With high economic distress in the county, there are a large number of households that receive public assistance from government programs including food stamps, TNAF, Medicaid, and SSI. Thirty-three percent of households (33%), 73,524, in Hidalgo County received public assistance income or food stamps in the past 12 months in 2012. One in three persons in Hidalgo County received food stamps. Fifty-five percent of the population under 18 lived in households that received SSI, cash public assistance, or food stamps in the past 12 months.

During the community assessment survey, several questions were asked regarding public benefits such as food stamps, Medicaid, Temporary Assistance for Needy Families (TANF), and Women, Infants and Children (WIC), public housing, etc. Across the board, a majority of the respondents receive food stamps, WIC benefits, and Medicaid. A small percentage of respondents receive public housing benefits, TANF, and social security.

- 88% receive food stamps
- 86% receive Medicaid
- 72% receive WIC benefits
- 26% participate in TANF
- 17% receive Social Security
- 13% receive public housing benefits

There were a considerable number of community needs voiced by the participants at the community meetings. Many of the community needs identified by participants focused on infrastructure improvements, such as better streets, more head start centers, more transportation for Head Start, better drainage, lights, etc., in their communities. The need for General Educational Development (GED) and English as a Second Language (ESL) classes and better job opportunities, were cited by many parents. And activities that provide opportunities for families, such as more parks and swimming pools, were mentioned by parents at the community meetings.

Established institutions such as schools and churches were frequently mentioned as community strengths. Police and fire departments were mentioned by parents at several town hall meetings. Several participants mentioned the Head Start program as strength in their community. Other community strengths cited included youth programs and parks, which provide recreational opportunities for families.

Adding tension to the social mélange in the County is the less than desirable educational attainment. According to the U.S. Census Bureau, 62 percent of people 25 years old and over in Hidalgo County have a high school diploma or higher, and 16% have a college degree or higher. In the community assessment survey, respondents were asked about their educational level and that of their spouse. Responses varied from less than a 9th grade education to a postgraduate degree, but generally Head Start parents' educational levels were lower than the general population in the county. Fifty-two percent of survey respondents had not received their high school diploma. Of the remaining forty-eight percent of respondents (with at least a high school diploma), only 5% had some form of college certification or degree. The educational level of the respondents' spouses was lower, with forty-one percent having at least a high school diploma, and four percent with an associate degree or college degree. A disturbing trend is that the educational levels of respondents and their spouses have declined since 2001.

Alarmingly, also health insurance coverage is not accessible to many, according to the American Community Survey; Hidalgo County (McAllen-Edinburg-Mission MSA) had the highest rate of uninsured residents in the United States. An estimated 37% of Hidalgo County residents are uninsured. This rate was 1.6 times higher than the uninsured rate for Texas (23%) and 2.3 times higher than the uninsured rate for the United States (15.1%). In comparison, the majority of survey respondents (75%) reported they do not have health insurance. Only 6% of survey respondents reported that they had family health insurance coverage. Only 7% of the respondents said that

their children were covered under CHIP (Children's Health Insurance Program).

Hidalgo County is a Health Professionals Shortage Area (HPSA) for primary medical care, dental, and mental health according to the federal government. As of 2011, Hidalgo County was designated as a Medically Underserved Area by the Health Resources and Services Administration (HRSA). These designations result from a large population with limited economic resources and limited access to basic primary care, dental care, psychiatric and social services. HPSA designations are used to qualify for state and federal assistance programs aimed at increasing primary care services to high-need underserved areas and populations. Overall, ratios per 100,000 persons for health professionals in Hidalgo County are significantly lower than the nations for health professions in the state.

Reviewing the child development efforts in the area, it is important to note that according to information from The Texas Department of Family and Protective Services, 478 licenses were issued to child development programs in Hidalgo County as of June 2014, including the Hidalgo County Head Start Program, Teaching & Mentoring Communities, Texas Workforce Solutions, Child Care Management System vendors, and private day care facilities. Combined, these programs had a licensed capacity to serve approximately 29,625 children in the county. Figures from American Community Survey 2012 data reveal that 36,284 of children 5 years and younger (47% of all children 5 and under) in Hidalgo County live in poverty. That is, the absolute and percent share of children in poverty has increased due to an increase in overall population. The Hidalgo County Head Start program serves 3,690 children. Teaching & Mentoring Communities' Head Start Program serves 1,302 children. Workforce Solutions serves 7,845 children as of June 2014 through the Care Management Services (CCMS) program. Together, 12,837 children receive child care services through Hidalgo County Head Start, Teaching & Mentoring Communities Head Start, and Workforce Solutions' Child Care Management Services programs. This leaves an estimated additional 23,447 children who are under the age of 5 and living in poverty, who may be eligible to receive Head Start services under Head Start's income guidelines.

In addressing children with disabilities needs, Hidalgo County Head Start collaborates with Early Childhood Intervention, a statewide program for families with children, birth to three, with disabilities and developmental delays. ECI supports families to help their children reach their potential through developmental services. Services are provided by a variety of local agencies and organizations across Texas. In Hidalgo County, ECI services are provided by Region One Education Service Center and Easter Seals Rio

Grande Valley. According to statistics provided by these organizations there were approximately 662 children between the ages of 0 and 3 in Hidalgo County with a disability or developmental delay.

The Self-Assessment process involves the collection of information from a variety of sources utilizing a Program designed instrument to determine if systems and services have been implemented and are working effectively. This information is used to identify program strengths, determine areas for further development and plan appropriate strategies to effectively address areas for enhancement. This year, unlike the previous year, the self-assessment was conducted following the Federal review. The results of the Federal review were utilized as an additional data source to comprehensively plan for long term goals and short term objectives. Interviews conducted with parents, Policy Council members, Grantee Board members, community partners and staff, by the Federal review team were analyzed and included in the Self-Assessment process. This information is used to identify program strengths, determine areas for further development and plan appropriate strategies to effectively address areas for enhancement.

During the process, staff identified many areas of strength. Two areas which stand out are areas partnerships and literacy. These partnerships with local public schools and other entities are an integral part of our school readiness objectives, as the Program joins efforts to ensure that every child who transitions to the schools is school ready.

Program Approach and Results of Benefits expected

The Hidalgo County Head Start approach for addressing the needs of the community and utilizing its strengths encompasses a process derived from the community assessment, surveys and meetings with stakeholder groups involving parents, members of the Policy Council, the Governing Body, community partners and Head Start staff.

The information gathered becomes the focus in the decision making process used to develop the long-range plans and short-range program objectives. These objectives embody the Program's philosophy which is guided by the vision statement, *"We are dedicated to the economic and social well-being of children and families and are committed to their safety, education and healthy development, with strong community support."*

Based on the needs and strengths revealed though the information gathering process, the strategic long term goals and short term objective can be categorized into three major groups; **Workforce Development**, **Infrastructure Improvements** and **Program Service Development.**

Workforce Development:
The need for appropriately educated and experienced staff will continue to be imperative as we implement the necessary initiatives to accomplish our school readiness goals. Given the educational attainment and the need for employment in the county, our system to support professional development at all levels will be critical when recruiting, developing and retaining staff.

The Program provides incentives for career development such as, tuition reimbursement and leave. These incentives produce better qualified employees with better developed leadership qualities and create clear career paths with rewards for educational attainment. This initiative also attracts parent volunteers who can commit to an educational plan which will provide them marketable skills as Head Start employees. It places them on a path of continued permanent employment and self-sufficiency. Currently 34% of Head Start employees for Hidalgo County are current or former Head Start parents.

Staff's Classroom Assessment Scoring System (CLASS) reliability attainment is a major function of workforce development. The Program is currently partnering with Teaching and Mentoring Communities, a neighboring Head Program, to formalize training sessions for CLASS reliability. In the immediate future, Program plans include developing internal CLASS trainers to address our future status for all staff. In addition, the Program has made it part of its long range plan to work towards more competitive wages as the available workforce considers local school districts for more lucrative wages.

In summary, the Program will continue to strengthen the quality of services provided across the Head Start service spectrum by promoting professional development in the workforce, and increasing the competence level of classroom staff, education specialists, social service workers and all supervisory personnel as well.

Infrastructure Development
The maintenance of facilities and upgrading of the transportation and technology systems focuses on providing the most appropriate developmental environment where the most appropriate child development process takes place. While our facilities are well preserved the age variance of some of our facilities requires planning very carefully maintenance for maintenance and repairs.

One of the cornerstones of the Program's infrastructure planning is the partnerships with local school districts. These partnerships were identified as

community strengths in our community assessment and during the recent Federal Review in January 2014. These partnerships continue to play a pivotal role in the successful school readiness preparation of the children enrolled.

Last year the McAllen school district made available to Hidalgo County Head Start an elementary school building which services one-hundred thirty-seven (137) children and families, at very low cost. This year, in an unprecedented turn of events, our collaboration efforts with the Pharr San Juan-Alamo (PSJA) school district has generated great results. They have made available to the Program nineteen classrooms in three elementary campuses as well as additional school district personnel for the Head Start classrooms. Currently four-hundred seventy-three (473) children are being served out of local school district campuses. A total of forty-five (45) Head Start classrooms in facilities are located in the district. Twenty (20) certified teachers serve Head Start children for half a day: a Principal, a Strategist and two (2) Mentors spend 100% of their time with Head Start and district teachers in Head Start Classrooms.

This initiative created a much stronger bridge of cooperation between local school districts and Head Start. Child development resources are being utilized for the benefit of the community. Public school teachers and Head Start teachers are planning and sharing the same strategies in preparing Head Start children to transition into the school systems. In addition this effort has made it possible for the Hidalgo County Head Start Program to save on maintenance and repair costs, and also reduce rental expense by over $15,000 in this fiscal year and over $30,000 beginning in 2015 and beyond.

As part of the developing our overall infrastructure, these partnerships have also yielded great benefits in transportation and technology. The Program is currently unable to meet all of the transportation demands of Head Start parents. The PSJA partnership has also made available to the Head Start Program three (3) school buses and drivers for our students. Presently the Head Start Program can only provide transportation for about five-hundred (500) children.

The Long range benefits of this partnership model will be, to create a replicable model, by which the Head Start Program can exponentially provide services to children and families in the service area, as other school districts recognize the mutual advantage of this initiative.

Program Service Development:
Program development targets the community needs identified in the

community assessment and creates objectives by which the identified community strengths, can also be utilized to continue to provide quality Head Start services to most needy in the service area. These include healthy family development supported through parental education in the areas of diabetes, obesity and English classes. Expansion of Head Start and early childhood development opportunities are also considered in order to provide more slots with more funding. The plan is to expand Head Start services to include more partnerships with local school districts and other stakeholders for Early Head Start as population demands increase. A parental engagement campaign to increase parent participation in school activities is another objective that addresses stakeholders concerns, and focuses on children's development of pre literacy skills and parental knowledge and skills.

The Policy Council approves the priority guidelines for eligibility of all children to the Hidalgo County Head Start Program. The program options are determined by the assessment data collected. The Hidalgo County Head Start program provides services through a center-based module over a network of forty-three (43) centers which blanket all 1,560 square miles of the county.

The Hidalgo County Head Start Program maintains an outreach and recruitment process which insures participation of children of the most disadvantaged families on the target area. The concentration for recruitment of Head Start eligible children and the placement of facilities are determined by population shifts, as the need for services is aligned with the concentration of eligible Head Start children throughout the county. The Policy Council, Grantee Board and Head Start Executive Director have approved a set of priorities which will serve as a guide in the recruitment effort. These priorities ensure that one hundred percent (100%) percent of enrollment is derived from the most disadvantaged families in the county, and that at least ten (10%) percent of those are children with special needs.

The Hidalgo County Head Start Policy Council and the Hidalgo County Commissioners' Court, as the Grantee agency, have elected to provide full-day services in addressing the community findings. This allows Head Start parents to pursue employment opportunities and also continue their educational achievements. All Head Start facilities offer services from 7:45 a.m. to 5:15 p.m., Monday through Friday for one-hundred seventy-two (172) service days.

All parents are provided with a Parent Handbook which is designed to

provide vital information on the overall operation and design of the program and services. The Handbook includes a description of the comprehensive services which are provided to all children and their families who are enrolled in Head Start. Trainings, workshops, conferences, and parent fairs are available throughout the school year and include topics/programs such as the Parenting Skills Curriculum - Exploring Parenting, CPR & First Aid Certification, Prevention & Identification of Substance & Alcohol Abuse, Early Childhood Development, and Transition into the Public School, Positive Guidance & Discipline, and Prevention, Identification, Effects of Child Abuse & Neglect and Reading to Children and Financial Literacy.

The long term goals and short-term objectives in the Area Program Plans support the Head Start school readiness plan. Hidalgo County has specific goals for continuing to improve the school readiness of children and these goals are outlined in the Program's plan titled Promoting Kindergarten Readiness Plan. The focus of the Plan is to prepare all children to advance across the domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development and prepares them to be successful and on grade level when they enroll in the public school kindergarten classrooms.

The Plan requires program staff to utilize mutually aligned documents such as the Texas Pre-K Guidelines/Head Start Development Early Learning Framework Alignment Document and the Head Start Development Early Learning Framework Alignment/Learning Accomplishment Profile Diagnostic (LAP-D) Alignment Document. These documents have become the primary resources in the development of the scope and sequence which guides the instructional process and the selection of the curricula and instructional resources for three and four year old children in the Program. The end of the school year report on the Readiness Plan (See attached report.), describes how the Learning Accomplishment Profile Diagnostic (LAP-D) along with the Devereux Early Childhood Assessment (DECA) profile are used as the assessment systems to collect information about children's development. This report further details how the aggregating data is utilized to identify patterns of progress and areas of concern.

Progress made in the areas of Physical Health, Approaches to Learning, Language Development, Creative Arts Expression, Social Studies Knowledge and Skills reflects sustainability and improvement of performance by children. This perhaps indicates that targeted staff development instructional strategies and materials and the delivery of a balance teaching schedule have contributed to success. Additionally, differences in the performance of children for the two years in the areas of Logic and Reasoning, Literacy

Knowledge and Skills, Mathematics Knowledge and Skills and Science Knowledge and Skills reflect the need for more focus and attention to these areas. Program staff has participated in more intensively aligned staff development, utilized appropriate instructional materials, and analyzed teaching time, to make changes accordingly.

The Program has also implemented a Healthy Marriage initiative which focuses on the family as whole and on the father as the head of the house hold. Parents are provided, with the assistance of community professionals and training on parenting skills necessary for a healthy marriage relationship. A yearly Fatherhood Conference is conducted utilizing community professionals on family counseling, law enforcement and social service agencies. Topics for discussion include, Healthy Marriages and Making Them Last, The Importance of Building Positive Parent Child Relationships and Communication in Marriage.

The Hidalgo County Head Start Program works closely with the Hidalgo County Health and Human Services Department in developing ongoing health trainings for the families. This entity provides a mobile clinic which visits Head Start centers and provides health training and immunizations. The county's Community Service Agency provides assistance with utility bills to families with limited resources as well as referral services for families in need of housing assistance.

Dr. Sarojini Bose, a pediatric MD in McAllen, provides complete medical exams for all Hidalgo County Head Start centers at no cost to the program. These physicals are provided to insured and uninsured Head Start children and Dr. Bose assumes all costs for the uninsured children. Additionally Dr. Bose provides backpacks full with school supplies to each child that undergoes a physical.

At the State level, the Program is corroborating with the Texas Department of State Health Services to provide dental evaluations for Head Start children. The DSHS Regional Oral Health Teams will be performing the Texas Basic Screening Survey (BSS) oral health assessment at select Head Start centers. The BSS is a data collection project that identifies the level of oral/dental disease in Texas preschool-aged children and provides valuable information concerning our children's oral health. The collected data is used on local, state, and national levels to educate policy makers and agency leadership about current oral health needs.

The Hidalgo County Head Start goals' alignment with the Head Start Child Development and Early Head Start Framework, the State Early Learning

Guidelines, and the requirements and expectations of the schools, is reflective of the collaboration achieved with the Texas Education Agency, Region One Service Center and the local school districts in implementing the Pre-K Early Start Program, and the Texas School Ready Project (TSR).

The TSR provides all prekindergarten teachers with high quality professional development designed by the Center for Improving the Readiness of Children for Learning and Excellence (C.I.R.C.L.E.), while the Pre-K Early Start Program prepares all children to enter kindergarten on or above grade level by implementing a school readiness integration model that is community based and individualized in ways that best serves each community's needs. This partnership includes the following school districts: Edinburg Independent School District, McAllen Independent School District, Pharr San Juan Alamo Independent School District (PSJA) and La Joya Independent School District. The PSJA partnership places a teacher who is state certified in early childhood education and funded by the district half a day in each of the forty-five (45) classrooms in the district centers. The Edinburg Independent School District has provided computer tablets and software to our Edinburg IV center. This partnership will enhance Head Start' efforts in achieving optimum school readiness capabilities for Head Start Children.

The Hidalgo County Head Start Program has totally embraced the Head Start Parent, Family and Community Engagement Framework as it has been incorporated into the curriculum. The Program prepares parents for their critical role in helping their children be ready for school and for a lifetime of academic success. The "Once Upon a Time" initiative, which requires classroom staff to schedule reading aloud to children every day continues to have great success as teachers and other center staff train parents on how to read to children and are demonstrating the process during the Parent Committee meetings and other specifically planned training sessions.

In reinforcing parental development, the Program has partnered with the Community Development Corporation of Brownsville (CDCB) for the purpose of providing training to parents in order to improve the level of financial literacy of families who utilize Head Start services. Support Service staff/case workers have been trained as trainers and will provide the sessions at all centers for all parents who are able to enroll.

Monthly scheduled parent meetings educate parents on a multiple array of topics such as, nutrition, health, mental health, disability issues as well as many other issues dealing with socially acceptable behavior.

The Program will continue to provide annual conferences and workshops in many areas to motivate parents and community partners to become involved in the education and development of the children we serve. These events include Community Networking Conferences, Volunteer Training Conferences, Parent Leadership Conferences, Governance Leadership Institute, Parent Fairs, Fatherhood Conferences, Nutrition Contest, Week of The Young Child Fair, Community Partnership Conferences. These events allow us to share information and conduct specialized trainings geared towards a more inclusive role of the parents and community in the development of each child.

The Program's goals and objectives for the next three years remain constant and aligned to the Community Assessment data. Yearly review of performance in all areas contributes to sustaining quality services and to addressing emerging needs. This is accomplished through a comprehensive monitoring program including all management systems.

Federal Share

Itemized Budget Breakdown Federal Share

The Hidalgo County Head Start Program is submitting a Continuation Budget for fiscal year 2015: January 1, 2015 to December 31, 2015. The following proposed Federal program costs are accompanied with an explanation and justification for the proposed expenditures. All personnel costs are reasonable and conform to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). The Hidalgo County Head Start Program is a single source agency; Cost allocation plan is not required. USDA funds are used for nutritional services as mandated by Head Start standard 1304.23(b) (1) (i).

Personnel (Object Class Category 6.a)

All proposed salaries are appropriate and competitive in the region and county. The staff of the Hidalgo County Head Start Program will meet all Head Start Requirements and regulations. Salaries are in alignment with prevailing wages in the area as well with federally recommended levels. Detailed information on compensation is outlined in GABI.

Total salaries for this application are inclusive of all personnel: Executive Director, Assistant Program Directors, Chief Financial Officer, Human Resource Administrator, Department Directors, Education Area Directors, Registered Nurses, Coordinators, Specialists, Secretaries, Center Managers, Teachers, Assistant Teachers, Disability Classroom Assistants, Support Service Facilitators, Support Service Assistants, Field Maintenance and Warehouse personnel, Bus Drivers, Bus Aides, Custodians, Clerks and Substitutes. (Refer to attached Pay Scale listing).

Total Salaries $16,705,464

Federal Share

Fringe Benefits (object class category 6.b)

The Hidalgo County Head Start staff receives a fringe benefit plan that is reasonable and conforms to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). The fringe benefits include the following:

FICA/Medicare, Social Security, Workers Compensation Unemployment, SUI	$1,493,220
Health and Life Insurance	$3,777,309
Retirement	$1,238,927
Total	**$6,509,456**

Equipment (Object Category 6.d)

This category reflects the cost of two (2) cargo vans for the Field Operations Department to replace two (2) existing vans with very high mileage and in a state of disrepair. In addition this category includes the cost of a computer-file server to replace an existing one which no longer functions and parts are not obtainable.

Two vans @ $23,300	$46,600
One Computer File Server	$15,000
Total Equipment	**$61,600**

All local, state and federal procurement regulations will be followed as to allow for the most advantageous bid, at the lowest cost to the Head Start Program.

Supplies (object class category 6.e)

This object class includes all consumable and non-consumable supplies utilized in all areas of the Head Start Program. These include classroom supplies for all 197 classrooms, i.e., classroom centers manipulatives, play telephones, racks, tables, chairs, play dishes, computers, printers scissors, construction paper, classroom paint, books, art supplies etc.; items for the playground; janitorial supplies, supplies for building repair and maintenance, minor medical supplies and office supplies.

Office Supplies	$79,700
Child and Family Services Supplies	$204,062
Janitorial	$75,000
Medical	$8,007
Operational	$57,350
Maintenance	$184,483
Total Supplies	**$608,602**

Other (object class category 6h)

This category includes expenses for property and equipment leases, telecommunications and utilities, liability coverage, equipment and facility maintenance, vehicle maintenance and fuel, outside consultants and services, parental involvement, professional and legal services, and printing and advocacy.

Rent	$147,911
Utilities and communication	$750,137
Insurance (Building and Child)	$215,000
Vehicle,Equipment & Building Repair ,Fuel	$264,500
Local Travel	$77,400
Child Services	$46,000
Professional Services	$92,500
Printing and Advertising	$33,900
Total	**$1,627,348**

Federal Share

Training and Technical Assistance funds will be utilized in accordance with Head Start Regulations. The primary goals will be to invest in ensuring the continued implementation of school readiness objectives.

Event	Purpose	No. of Staff	No. of Parents & Partners	Cost
Leadership Institute	Training for newly elected Parents to Policy Council	11	215	$2,000
Governance Institute	Training for newly elected Policy Council and Grantee	11	11	$25,000
CDA	Training for Asst Teachers	10	0	$5,000
Volunteer Training	Training and Recruitment of Volunteers	30	400	$5,000
Parent conference	Parent training with community partners	80	400	$5,000
Pre- Service	Mandated Topics	800	0	$5,000
Community Networking Training Conference	Network training with community Providers	80	15	$1,200
Fatherhood Conference	Training for fathers and Healthy Marriages	20	300	$10,000
CLASS	Class reliability Training for Education Staff	10	0	$4,000
Staff Development	Internal Staff Development	3	0	$124,000
Staff Development	Internal Education Professionals providing technical assistance to classroom staff	4	0	$75,000
National Parent Conf/Others	NHSA training conferences	5	10	$15,633
	Total			$276,833

Total Federal Continuation Budget $25,789,303

Hidalgo County Head Start
Continuation Application 2015

Non-Federal Share

The following are the proposed Non-Federal Resources to be provided by the Hidalgo County Head Start Program. The listed resources meet the requirements for In-Kind contribution as per 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).Parents are provided with written plans to conduct activities at home that support the Head Start experience. The non-federal amount is based on the compensation rate of $13.06 for Assistant Teachers.

Center	Enrollment	Yearly Quota		Center	Enrollment	Yearly Quota
Alamo	102	$178,194		Mercedes I	117	$204,399
Alton	100	$174,700		Mercedes II	34	$59,398
Donna I	136	$237,592		Mission I	77	$134,519
Donna II	60	$104,820		Mission II	134	$234,098
Donna IV	33	$57,651		Mission III	51	$89,097
Edcouch	142	$248,074		Mission IV	60	$104,820
Edinburg I	57	$99,579		Monte Alto	37	$64,639
Edinburg II	34	$59,398		Napper Pharr	120	$209,640
Edinburg III	51	$89,097		Palacios	100	$174,700
Edinburg IV	196	$342,412		Palmview II	157	$274,279
Edinburg V	156	$272,532		Palmview III	120	$209,640
Elsa	57	$99,579		Pharr	85	$148,495
Farias	100	$174,700		Progreso	57	$99,579
Hidalgo	51	$89,097		San Carlos	80	$139,760
La Herencia	52	$90,844		San Juan I	51	$89,097
La Joya	91	$158,977		San Juan II	136	$237,592
Las Milpas	85	$148,495		Sullivan City	94	$164,218
Las Milpas II	51	$89,097		UTPA	34	$59,398
Austin 1 Stop	140	$244,580		Vine Terrace	56	$97,832
McAllen IV	51	$89,097		Weslaco I	80	$139,760
McAllen V	57	$99,579		Weslaco III	100	$174,700
McAllen VI	51	$89,097		Western Road	57	$100,475
				Total Enrollment	**3,690**	**6,447,326**

This matching contribution calculation does not reflect volunteer time in the classroom by parents, LEA's teachers' classroom instructions time, the contribution of school campuses made available to the Program at no charge nor third party facilities also made available for a nominal fee.

Total Continuation Budget $32,236,629

AI-46402 **Head Start 16. B.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEAD START

Information

CAPTION

Discussion/Approval of the 2014-2015 Training and Technical Assistance (T/TA) Program Plan

BACKGROUND

Policy Council Approval: 09.17.14

Attachments

T/TA Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 02:19 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Linda Galaviz Started On: 09/08/2014 10:07 AM

Final Approval Date: 09/19/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 17, 2014

SUBJECT: Discussion/Approval of 2014-2015 Training and Technical Assistant (T/TA) Plan

RATIONALE/NEED: The program plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Training & Technical Assistance Plan

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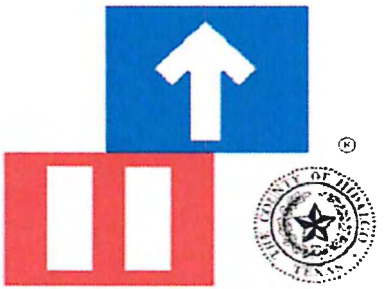
INITIATED BY: Sylvia C. Garza, Staff Development Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County
Head Start Program



Training and Technical Assistance
Program Plan
2014-2015

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the symptoms of alcohol and substance abuse.	Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles.	Daniel Rodriguez, Behavioral Health Solution of South Texas	1. PC 2. Power Point Presentation	$ 5,000 For all Pre-Service Training	Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities	Participants will be provided with necessary training as required by the American with Disabilities Act (ADA) Section 504	Daniel Rodriguez, Disability Rights Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands "If you suspect-you report"	Participants will be provided with necessary training as required by the Texas Family Code 745.8551.	Betzabel Guerra, Rosa Lizcano, Child Protective Services, Program Directors	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive, review and acknowledge the Hidalgo County Head Start mandated policies as required by federal, state and local regulations.	To comply with federal, state and local regulations participants will review and acknowledge the mandated policies listed below: -Civil Rights Act -Standards of Conduct -Confidentiality Policy -Reporting Child Abuse and Neglect Policy -Discipline and Guidance Policy -Dress Code Policy -Hidalgo County Drug and Alcohol Policy -Hidalgo County Sexual Harassment -Hidalgo County Absence Control Policy -Hidalgo County Ethics Policy -TB Questionnaire	David Guel, Administrator for Human Resources	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and address sexual harassment in the workplace.	The presenter will provide information to Head Start employees on how to recognize and prevent incidents of sexual harassment.	Rene Parrao, Safety Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and utilize preventive measures to promote a safer work environment. .	Participants will be able to define and respond appropriately to work violence.	Armando Guzman, Hidalgo County Safety Officer Supervisor	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to: identify probable causes of accidents; minimize work-related injuries; and follow reporting procedures.	Procedures will be discussed and implemented for reporting work related injuries. Training will be conducted on the following: -Workers' Compensation Procedures -General Safety Rules -Slips, Trips, and Falls -Safe Lifting and Back Care -Accident Prevention and Control -Ladder Safety -Using PPE -Driving Safety Tips -Use of Fire Extinguishers -Chemical Safety Fact Sheet	Noemi Flores, Risk Management Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to adhere to the Civil Service Commission Rules and Regulations.	The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions.	David Guel, Administrator for Human Resources	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework.	Participants will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA).	Helen Meave, Compliance, Accountability & Monitoring Director	1. Caring for Pre-School Children Curriculum, Volumes I & II 2. Power Point Presentation 3. Essentials to complete course work.	$ 5,000	12-18 Months	Training Calendar Syllabus Final CDA Assessment
Participants will be provided with information and resources that will enable them to be part of the decision making process.	The Leadership Training is provided to prepare elected parents for their roles at the center committees and the Policy Council if elected.	Teresa Flores, Executive Program Director Irma Pena, Family Services Director		$ 2,000	Sept. 20, 2014	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute.	Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized.	Consultant		$ 25,000	Oct. 24-26, 2014	Training Calendar Evaluation
Participants will be provided with information focused on the valuable role of fathers and fatherhood to our present and future generations.	Participants will engage in discussion affirming fathers in valuable contribution to the lives of their children.	Consultant Internal Education Professionals		$ 10,000	February 19,2015	Program Calendar Agenda Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Elvira Segura, Family Services Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Azalia Rios, Family Services Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify the different volunteer opportunities and the requirements to become a volunteer.	Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.	Head Start Executive Team Members	1. PC 2. Power Point Presentation	$ 5,000	Aug. 25-28, 2014	Training Calendar Survey Evaluation
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals.	Irma Pena, Family Services Director	1. PC 2. Power Point Presentation	$ 5,000	Nov. 21, 2014	Training Calendar Evaluation
Participants will be able to apply Head Start Performance Standard as it pertains to (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance specifically for children with disabilities and will implement specific strategies to retain enrollment of children with disabilities.	Participants will receive instructions and guidance on how to implement strategies and procedures at the center classroom and center level.	Irma Pena, Family Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will learn about different cultures that will support a strength based perspective when working with parents.	Participants will engage in an activity that will focus on cultural understanding and strength based outcomes. The activity will pay emphasis of professional development to build sustainable learning outcomes for families who are culturally and linguistically diverse.	Irma Pena, Family Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and incorporate existing parent engagement programs, strategies and activities into day-to-day operations	Participants will review the PFCEF which is a framework for building relationships with families to support family well-being and building strong relationships between parents and their children. Participants will be able to use the PFCEF as a road map for progress in achieving the kinds of outcomes that lead to positive and enduring change for children and families. The activities are systemic and integrated across program foundation impact areas.	Irma Pena, Family Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to understand the Head Start Operational Policies and how to provide information to parents regarding these policies.	Participants will be able to understand, communicate and clarify the Head Start Operational Policies to Head Start parents through the Parent Handbook. Participants will also learn how to disseminate information contained in the Handbook during Parent Orientation Meetings.	Irma Pena, Family Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition.	Irma Pena, Family Services Director			Feb. 09, 2015	Training Calendar

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement safe food handling practices.	Participants will be able to understand and participate in activities to identify safe food handling practices.	Christian Barajas, Child Nutrition Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to locate and utilize Child Nutrition Program required information.	The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of presentation will be provided.	Gilbert Silva, Child Nutrition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive Food Handler's Certification required by Hidalgo County Health and Human Services Department.	The presenter will provide information on how to maintain proper safety and sanitation on the workplace to prevent food safety errors.	Hidalgo County Health and Human Services Department	1. PC 2. Power Point Presentation	$ 6,600	Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare the necessary information and recognize the route needed for a referral in the area of mental health.	Participants will take part in discussion by asking questions and discussing different scenarios in the classroom in regards to referrals and staffing's.	Lupita Valdez, Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will have a better understanding and increased knowledge on different strategies to assist teachers and be able to manage children with challenging behaviors.	Participants will take part in discussion by asking questions and discussing different strategies for children with challenging behavior in the classroom.	Anita Sandoval, Positive Awakenings Counseling Center	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Transition and Community Partnership						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and implement the Performance Standards and relate the information to the Program Plan	Participants will actively listen and review the Performance Standards and the Program Plan.	Ramiro Silva, Community Partnership and Transition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Partnership services for children, families and pregnant women.	The Networking Meeting is designed to develop community partnership supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		$ 1,200	Aug.29, 2014	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards.	Lupita Valdez, Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will increase their knowledge and discuss all updates regarding Local and State 2014 Immunizations requirements and recommendations.	Participants will discussion and ask questions on different scenarios regarding Local and State Health.	Nelda Mendez, Immunization Program Coordinator Health and Human Services Department	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize symptoms, assess the health concerns within their classroom and manage the different scenarios of Communicable Diseases in their classroom.	RN will explain and discuss topics in relation to Hidalgo County Head Start Program Performance Standards & Health Services Manual.	Lucy Hernandez, Registered Nurse Hidalgo County Head Start Program	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will recognize and increase their knowledge on the different health reports and all the PROMIS 2014-2015 updates.	Participants will discuss and ask questions on the collection of health data for all health services including mental health.	Lupita Valdez, Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review the policies and procedures in the area of *Transportation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review the policies and procedures in the area of *Warehouse operation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare cleaners and chemicals used for sanitizing.	An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the required office procedures and processing of required documentation for purchases.	A comprehensive explanation of departmental operating procedures will be made.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to prepare and process the monthly supplies order request form.	Participants will participate in an overview of the standard procedure for determining on hand quantities, needs, ordering procedures and product implementation.	Oscar Palacios, Field Operations Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Luis Echeverria, Attorney Disability Rights Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will learn how to correctly complete the required Special Services Report.	An overview of the Special Services Report will be presented to the staff. Handouts will be provided to the staff.	Connie Horta, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Luis Echeverria, Attorney Disability Rights Texas	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer the Speech Screening Tool to children in an effort to identify children who warrant further evaluation.	Participants will develop their skills in using this tool screener to evaluate if children's sound acquisition, voice and fluency is reflective of their developmental age. A copy of the Speech Screener will be provided to staff.	Pat Doria, MA, CCC-SLP Melody Kids Care	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will gain the knowledge to correctly complete a referral packet to LEA on children requiring evaluation.	The training will focus on the required data collection which is vital to the referral packet. Handouts will be provided to the staff.	Connie Horta, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
The participants will gain knowledge on the purpose of the ARD Meeting	The ARD training will cover the content and information discussed at the meeting. This will be presented to the staff via power point.	Connie Horta, Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Finance						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to complete and submit reports on allowable in-kind contributions, complete and submit their Travel Expense Reports (excluding commuting miles) and follow procedures to secure and access their payroll information.	Participants will be presented the steps on how to complete the Certificate of In-Kind Report and the Local Travel Expense Report. They will also develop a better understanding of the importance of retaining payroll records and will be reminded to submit any changes to their personal information to Human Resources (HR) AND Payroll/Finance Department.	Elma P. Keller, Chief Financial Officer	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to understand and apply the information in the Procedures Manual to their daily instructional processes and center activities.	Participants will be engaged in the whole group discussion and become able to relate and apply applicable standards and guidelines.	Homero Carrera, Sandra Renteria, Susie Saenz, Jesus R. Vela, Education Directors	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and implement the Performance Standards and the School Readiness Plan and relate the information to the Education Services program plan.	Participants will be able to recognize the connection between Performance Standards, School Readiness Plan and Education services program plan.	Homero Carrera, Sandra Renteria, Susie Saenz, Jesus R. Vela, Education Directors	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to write comprehensive lesson plans addressing the unique needs of each child.	The participants will review the lesson plan format and its content which reflect the individual needs of the children.	Homero Carrera, Sandra Renteria, Susie Saenz, Jesus R. Vela, Education Directors	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to integrate and categorize children's data by entering information into the PROMIS system.	Participants will establish a new and effective tracking system of children's data to encourage parents to be full partners in the education of their children as indicated on Performance Standard 1304.40(i)(2)	Nadia De Leon, Education Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to analyze and utilize data collected from the LAP-D Profile Report to individualize instruction and record progress.	Participants will utilize the Red-e-learner Website and run reports from the website. They will have an opportunity to analyze the LAP-D Classroom Profile Report, the Dual Language Checklist and the Social Emotional Checklist. They will identify individual objectives and classroom objectives using LAP-D Assessment results. Staff will be able to ask questions and discuss concerns to secure information needed.	Nadia De Leon, Education Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review the Texas Department of Family and Protective Services- Child Care Licensing Minimum Standards Updates.	Participants will identify the minimum standards and the importance of full compliance with the standards will be emphasized. An analysis of the weight designated for each deficiency will be made. The staff will have an opportunity to ask questions and discuss concerns.	Helen D. Meave, Compliance, Accountability & Monitoring Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will able to review the On-Going Monitoring Calendar and discuss different ways effectively monitor the classrooms and centers.	Participants will review and become aware of the On-Going Monitoring Calendar. A discussion of ideas will be presented to effectively monitor classrooms/centers. The staff will have an opportunity to ask questions and discuss concerns.	Helen D. Meave, Compliance, Accountability & Monitoring Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will acquire strategies using the lesson plan to improve quality classroom management.	Participants will acquire strategies using the lesson plan to improve quality classroom management.	Valerie Anciso, Eduarda Trejo, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
This session will focus on learning and practicing fun, easy, and effective approaches in teaching science to children in the classroom.	The teaching staff will provide the curriculum and essential lessons on how to use one's senses and innate tools to gather information; how to observe, cogitate and discuss comparison and contrast in things; how to investigate, observe and draw conclusions, and generalize and specify conclusions; how to collect, describe, discuss, and draw maps and charts; how to predict and explain observations and data based on past experiences; how to observe, describe and discuss living things; and how to observe properties and characteristics of materials and transformations.	Homero Carrera, Education Director Karen Brouwen, Nora Cruz, Cidelia Montegudo, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
This session will focus on learning and practicing fun, easy, and effective approaches in teaching Math to children at an early age.	Participants will acquire strategies to engage using hands on activities for introducing math at an early age.	Latasha Aguayo, Alma Zepeda, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to define the Quality of Feedback Dimension with C.L.A.S.S. Instrument and implement instructional strategies in the classrooms.	Participants will have an opportunity to analyze, discuss and review the use of the Quality of Feedback under the Instructional Support Domain. Short videos vignettes will be utilized to demonstrate Classroom use if the dimension.	Jesus R. Vela, Education Director Diana Anzaldua, Virginia Montanez, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will acquire strategies for developing a more comprehensive ability in developing language skills and conversations with-in classroom.	Participants will explore different strategies for developing language skills including advance language and implementing thick and meaningful conversations.	Susie Saenz, Education Director Mario Rendon, Veronica Zamora HCHSP Center Managers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will acquire different strategies to introduce science in their classroom; concentration will be the sense of taste.	Participants will observe, compare, and categorize the different variety of taste through food tasting such as salty, sour, sweet or bitter and come to a conclusion of the experiment.	Nicolasa Chavez, Julie Jasso, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the indicators that are under the dimension of Concept Development and implement instructional strategies using this dimension in the classroom.	Participants will have an opportunity to analyze, discuss and review how to use Concept Development more effectively during lessons targeting all the indicators under this dimension. Short video vignettes will be utilized to demonstrate classroom use of the dimension.	Sandra Rentería, Education Director Maricela Infante, Leticia Rodriguez, HCHSP Center Managers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to define Instructional Learning Format Dimension in the C.L.A.S.S. instructional and implement instructional strategies to exhibit the use of this dimension in the classroom.	Participants will have an opportunity to analyze, discuss and review the use of the instructional Learning Format Dimension under the Classroom Domain. Short Video vignettes will be utilized to demonstrate classroom use of dimension.	Ludivina Almaguer, Imelda Vela, HCHSP Center Managers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to define the Productivity Dimension in the C.L.A.S.S Instrument and implement instructional strategies to exhibit the use of this dimension in the classroom.	Participants will have an opportunity to analyze, discuss and review the use of the Productivity Dimension under the Classroom Organization Domain. Short video vignette will be utilized to demonstrate classroom use of the dimension.	Martha De León, Center Manager Debra Gamboa, Facilitator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to define the Behavior Management Dimension in the C.L.A.S.S. instrument and implement instructional strategies to exhibit the use of the dimension in the classroom.	Participants will have an opportunity to analyze discuss and review the use of the Behavior Management Dimension under the Classroom Organization Domain. Short vide vignettes will be utilized to demonstrate classroom use of the dimension.	Linda Nájera, Ninfa Santana, HCHSP Center Manager	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to define the Regard for Student Perspective Dimension in the C.L.A.S.S. instrument and implement instructional strategies to exhibit the use of this dimension in the classroom.	Participants will have an opportunity to analyze discuss and review the use of Regard for Student Perspective under the Emotional Support Domain.	Maria L. Barrera, Mental Health Coordinator Olga Rubio, Center Manager	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to define the Dimension in Positive and Negative Climate regarding the C.L.A.S.S. instrument and implement instructional strategies of this dimension in the classroom.	Participants will explore different strategies for Analyzing and reviewing the use of Positive and Negative Climates of the Emotional Support Domain. They will discuss the use of the Dimensions after watching two videos vignettes.	Homero Carrera, Education Director Estefana Barco, Anna Villaurrutia, HCHSP Center Managers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement and utilize math problem solving activities aligned with the Head Start Early Learning Framework from the CIRCLE manual.	Participants will be engaged with hands on problem solving activities for math using the CIRCLE manual.	Zahydee Hernandez, Rosa Perez, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will acquire strategies for developing the increase of children's vocabulary using reading time and the letter wall.	Participants will explore different strategies for developing language skills through the use of reading time and letter wall.	Janette Leal, Center Manager Luz Palafox, HCHSP Teacher	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
This session will focus on planning, and implanting, a program to engage children and families in reading.	Participants will be introduced to different strategies to encourage parents into making their reading time at home more purposeful and more fun.	Olivia Benavidez, Elisa Casas, Rodolfo Rangel HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement strategies on how to be more effective and interactive in book readings and provide children with a good model of fluency and expression.	Participants will listen to a read aloud using Classroom Observation Tool (COT) instrument with an emphasis on strategies of what to do before, during and after a read aloud.	Sandra Renteria, Education Director Maricela Mireles, Crystal Ramirez, HCHSP Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to develop fun, easy, and effective approaches in suing dramatic play when reading to children in the classroom.	Participants will be engaged with different styles of reading throughout the day.	Dr. Irasema Gonzalez, University of Texas Pan-American Professor	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and define the C.L.A.S.S. domains and dimensions and utilize the information to assess classroom quality.	Participants will engage in discussions, activities and video exemplars to acquire a strong theoretical and research based foundation regarding relationship building between teacher and child.	Consultant C.L.A.S.S. Trainer	1. PC 2. Power Point Presentation	$ 4,000	October 2014	Training Calendar Survey Evaluation

AI-46400 **Head Start 16. C.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Hidalgo County Head Start Program Revised Area Distribution for 2014-2015

BACKGROUND

Policy Council Approval: 09.17.14

Attachments

Revised Area Distribution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 02:18 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Linda Galaviz Started On: 09/08/2014 10:02 AM

Final Approval Date: 09/19/2014

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 20, 2014

SUBJECT: Discussion/Approval of Revised Hidalgo Head Start Program Area Distribution for 2014-2015

RATIONALE/NEED: The Hidalgo County Head Start Program Area Distribution reflects the deletion of one (1) center: Las Milpas II and the relocation of the three (3) classrooms: two (2) to Palacios Head Start Center and one (1) to Edcouch Head Start Center. The Edinburg II Head Start Center was moved to Area 3 to balance the number of children/families served.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Revised 2014-2015 Area Distribution

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INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Area Distribution 2014 - 2015

A

Number of Centers: 43 Number of Classrooms: 197	Number of Children: 3690 Number of Center Managers: 37	Number of Facilitators: 11 Number of Support Service Assistants: 65

Area 1		
Center	# of Classrooms	# of Children
LA JOYA	5	91
PALMVIEW II	8	157
PALMVIEW III	6	120
SULLIVAN	5	94
WESTERN ROAD	3	57
ALTON	5	100
TOTAL:	32	619

Area 2		
Center	# of Classrooms	# of Children
AUSTIN (A-1)	7	137
MCALLEN IV	3	51
MCALLEN VI	3	51
MISSION I	4	77
MISSION II	7	134
MISSION III	3	51
MISSION IV	3	60
HIDALGO	3	51
TOTAL:	33	612

Area 3		
Center	# of Classrooms	# of Children
MCALLEN V	3	57
LAS MILPAS I	5	85
EDINBURG II	2	34
PHARR	5	85
NAPPER	7	140
PALACIOS	7	136
VINE TERRACE	3	56
UTPA	2	34
TOTAL:	34	627

Area 4		
Center	# of Classrooms	# of Children
ALAMO	6	102
FARIAS	5	100
ELSA	3	57
DONNA II	3	60
DONNA IV	2	33
SAN JUAN I	3	51
SAN JUAN II	7	119
SAN CARLOS	4	80
TOTAL:	33	602

Area 5		
Center	# of Classrooms	# of Children
DONNA I	7	136
LA HERENCIA	3	52
MERCEDES I	6	117
MERCEDES II	2	34
PROGRESO	3	57
WESLACO I	4	80
WESLACO III	5	100
MONTE ALTO	2	37
TOTAL:	32	613

Area 6		
Center	# of Classrooms	# of Children
EDCOUCH	9	157
EDINBURG I	3	57
EDINBURG III	3	51
EDINBURG IV	10	196
EDINBURG V	8	156
TOTAL:	33	617

Policy Council Approval: 0/0/0
Comm. Court Approval: 0/0/0

Rev. 09/09/2014

Hidalgo County Head Start Program

Area Distribution 2014 - 2015

B

Number of Centers: 43 Number of Classrooms: 197	Number of Children: 3690 Number of Center Managers: 37	Number of Facilitators: 11 Number of Support Service Assistants: 65

Area 1			Area 2		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
LA JOYA	5	91	AUSTIN (A-1)	7	137
PALMVIEW II	8	157	MCALLEN IV	3	51
PALMVIEW III	6	120	MCALLEN VI	3	51
SULLIVAN	5	94	MISSION I	4	77
WESTERN ROAD	3	57	MISSION II	7	134
ALTON	5	100	MISSION III	3	51
			MISSION IV	3	60
			HIDALGO	3	51
TOTAL:	32	619	TOTAL:	33	612

Area 3			Area 4		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
MCALLEN V	3	57	ALAMO	6	102
LAS MILPAS I	5	85	FARIAS	5	100
LAS MILPAS II	3	51	ELSA	3	57
PHARR	5	85	DONNA II	3	60
NAPPER	7	140	DONNA IV	2	33
PALACIOS	5	100	SAN JUAN I	3	51
VINE TERRACE	3	56	SAN JUAN II	7	119
UTPA	2	34	SAN CARLOS	4	80
TOTAL:	33	608	TOTAL:	33	602

Area 5			Area 6		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
DONNA I	7	136	EDCOUCH	8	142
LA HERENCIA	3	52	EDINBURG I	3	57
MERCEDES I	6	117	EDINBURG II	2	34
MERCEDES II	2	34	EDINBURG III	3	51
PROGRESO	3	57	EDINBURG IV	10	196
WESLACO I	4	80	EDINBURG V	8	156
WESLACO III	5	100			
MONTE ALTO	2	37			
TOTAL:	32	613	TOTAL:	34	636

Policy Council Approval: 08/20/2014
Comm. Court Approval: 08/25/2014

Rev. 08/28/2014

AI-46490 **Head Start 16. D.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2014

BACKGROUND

Memorandum to Commissioners' Court Members Performance Standard - 1304.50(b)(1)-(b)(7)

Attachments

Community Representatives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/12/2014 02:57 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Linda Galaviz Started On: 09/12/2014 11:04 AM

Final Approval Date: 09/19/2014

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board Members (Commissioners' Court Members)

FROM: Teresa Flores, Executive Director Teresa Flores

SUBJECT: Community Representatives Appointments

DATE: September 9, 2014

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	3
A.C. Cuellar, Jr., Precinct 1	Eva Watts	1
Hector "Tito" Palacios, Precinct 2	Pete Garcia	1
Joe Flores, Precinct 3	Rebecca Villarreal	1
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	3

Your nomination for the 2014-2015 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-46436 **Head Start 16. E.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEAD START

Information

CAPTION

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

BACKGROUND

Policy Council Approval: 09.17.14

Attachments

Surplus Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 02:21 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Linda Galaviz Started On: 09/10/2014 12:09 PM

Final Approval Date: 09/19/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 17, 2014

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

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

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INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM

To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: September 10, 2014

CC: Teresa Flores, Executive Director
Elma Keller, CFO
Noelia Smith, Benefits Administrator
Files

After a review and evaluation of our inventory of vehicles, supplies and equipment, I am attaching for the consideration and approval of the Policy Council, a comprehensive list of items that have been determined to be obsolete.

These items have been categorized as surplus, due to their state of disrepair, age and inability to be used for their intended purpose as per Head Start and State Licensing regulations.

Once authorization is approved by the Policy Council, I will transfer these items to the county to be placed on the next scheduled auction on October 8, 2014.

Thank you for your consideration.

Attachments

October 2014 Auction List

Description	Inventory Tag #	Serial/Model #	Qty
ELECTRONICS	***	***	*
Big screen TV	N/A	N/A	1
Listening Center - 6 headsets	N/A	N/A	1
AM/FM CD player - Memorex	N/A	N/A	4
AM/FM CD player - Jensen	N/A	N/A	1
AM/FM CD player - Sony	N/A	N/A	3
AM/FM CD player - Panasonic	N/A	N/A	1
AM/FM CD player - Naxa	N/A	N/A	2
AM/FM CD player	N/A	N/A	4
CD Player	N/A	N/A	3
Text telephone	N/A	N/A	3
Calculator - canon	N/A	239641A	1
Calculator - canon	N/A	40009816	1
Calculator	N/A	22522219751	1
Overhead projector	N/A	1053529	1
Overhead projector	016067	1053524	1
Overhead projector	N/A	1053506	1
Overhead projector	010151	N/A	1
Paper shredder	018952	N/A	1
Paper shredder	N/A	FT08220198000473	1
Paper shredder	N/A	N/A	1
Mini printer	N/A	22522219902	1
Laminator	N/A	SC00218G	1
Laminator	N/A	9613167	1
Fax machine - Kyocera	16016	AFF4004991	1
Fax machine - Kyocera	17743	UPN6501736	1
Fax machine - Kyocera	19284	AFF4004989	1
Fax machine - Kyocera	16033	AFF4005265	1
Fax machine - Kyocera	18847	UPN6502350	1
Fax machine - Kyocera	16014	AFF4004976	1
Fax machine - Kyocera	16023	AFF4004977	1
Fax machine - Kyocera	19289	UPN6502179	1
Fax machine - Kyocera	18133	UPN6501822	1
Fax machine - Kyocera	18136	UPN6501826	1

APPLIANCES	***	***	*
Vaccuum cleaner - Electrolux	N/A	N/A	1
Vaccuum cleaner - Electrolux	003333	N/A	1
Vaccuum cleaner - Electrolux	N/A	104003072	1
Vaccuum cleaner - Electrolux	N/A	N/A	1
Vaccuum cleaner - Electrolux	007065	N/A	1
Vaccuum cleaner - Electrolux	019811	N/A	1
Vaccuum cleaner - Electrolux	017503	N/A	1
Vaccuum cleaner - Electrolux	019485	N/A	1
Vaccuum cleaner - Electrolux	009422	N/A	1
Vaccuum cleaner - Electrolux	N/A	2044681	1
Vaccuum cleaner - Electrolux	N/A	10326	1
Vaccuum cleaner - Sanitaire	17504	0743010354	1
Vaccuum cleaner - Sanitaire	N/A	0743010343	1
Vaccuum cleaner - Hoover	19962	N/A	1
Vaccuum cleaner - Hoover	19806	BD120	1
Vaccuum cleaner	18990	N/A	1
Vaccuum cleaner	N/A	N/A	9
Floor sweeper - Viper	18151	SL1610SE-002	1
A/C window units - broken	N/A	LEBRO9624	1
A/C window units - broken	N/A	LEBRO9643	1
A/C window units - broken	N/A	LEBRO9644	1
Heater	N/A	N/A	1
FURNITURE	***	***	*
2-Door storage cabinets	N/A	N/A	10
3-Drawer metal filing cabinet	017709	N/A	1
4-Drawer metal filing cabinet	004536	N/A	1
4-Drawer metal filing cabinet	009419	N/A	1
4-Drawer metal filing cabinet	008230	N/A	1
4-Drawer metal filing cabinet	008657	N/A	1
4-Drawer metal filing cabinet	016324	N/A	1
4-Drawer metal filing cabinet	N/A	6CH-183-01-2689-009006	1
4-Drawer metal filing cabinet	014175	N/A	1
4-Drawer metal filing cabinet	007278	N/A	1
4-Drawer cabinet	N/A	N/A	1
Storage cabinet	012254	N/A	1

Furniture - Continued			Pg 3 of 6
Shelf - wooden	005951	N/A	1
Shelf - wooden	008744	N/A	1
Shelf - wooden	N/A	N/A	1
Shelf - wooden	006399	N/A	1
Shelf - wooden	N/A	N/A	1
Shelf - wooden	004434	N/A	1
Shelf - wooden	004395	N/A	1
Shelf - wooden	004384	N/A	1
Shelf - wooden	N/A	N/A	1
Shelf - wooden	004313	N/A	1
Shelf - wooden	004331	N/A	1
Shelf - wooden	008711	N/A	1
Shelf - wooden	007884	N/A	1
Shelf - wooden	10462	N/A	1
Shelf - wooden	009260	N/A	1
Shelf - wooden	10632	N/A	1
Shelf - wooden	014170	N/A	1
Shelf - wooden	10628	N/A	1
Shelf - wooden	N/A	6CH-183/01-1553	1
Shelf - wooden	007179	N/A	1
Shelf - wooden	003258	N/A	1
Shelf - wooden	007177	N/A	1
Shelf - wooden	007298	N/A	1
Shelf - wooden	N/A	N/A	1
Shelf - wooden	007300	N/A	1
Shelf - wooden	007309	N/A	1
Metal shelf	004281	N/A	1
Metal shelf	004532	N/A	1
Book shelf	N/A	N/A	4
Chart tablet hanger	N/A	N/A	1
Record player stand	004319	N/A	1
Record player stand	004072	N/A	1
Record player stand	004438	N/A	1
Record player stand	N/A	N/A	1
Office desk	012599	N/A	1
Small desk	N/A	N/A	1
Easel - broken	N/A	N/A	2
Easel	N/A	N/A	1
Full length mirror - broken	N/A	N/A	2
Tote box	N/A	N/A	11
Table - 31"x5ft rectangle	N/A	6CH-183-01-4394	1
Table - 31"x5ft rectangle	N/A	N/A	1

Table	005710	N/A	1
Table	N/A	N/A	1
Large Round Table	018128	N/A	1
Large Round Table	018127	N/A	1
Large Round Table	N/A	N/A	1
Small Round Table	004299	N/A	1
Small table - 30"x20"	N/A	N/A	1
Small table - 30"x48"	N/A	N/A	1
Small table - 30"x48"	N/A	N/A	1
Small table	N/A	N/A	1
Small table	N/A	N/A	1
Small table	010440	N/A	1
Small - Trapezoidal	N/A	HEW-6CH-124-0488	1
Small - Trapezoidal	001993	HEW-6CH-124-0475	1
Table - 20"x36"	012199	N/A	1
Table - 20"x36"	012209	N/A	1
Table - 30"x48"	N/A	N/A	2
Table	N/A	N/A	5
Lobby chair	007490	N/A	100%
Lobby chair	019311	N/A	1
Lobby chair	019484	N/A	1
Office chair	N/A	N/A	7
Executive chair	N/A	N/A	1
CHILDRENS FURNITURE	***	***	*
Cots	N/A	N/A	90
Floor mats	N/A	N/A	27
Chairs	N/A	N/A	22
TOYS	***	***	*
Swing seat	N/A	N/A	1
Boxes of assorted toys	N/A	N/A	3
Refrigerator - wooden	004401	N/A	1
Refrigerator - wooden	011647	N/A	1
Dolls bed	002646	N/A	1
Dolls bed	010058	N/A	1
Dolls bed	N/A	6CH-183-101-5279	1
Dolls bed	010059	N/A	1
Dolls bed	000123	6CH-183-101-6169	1
Dolls - bag full	N/A	N/A	1
Box clay	N/A	N/A	1
Clay bucket	N/A	N/A	1
Puzzle animals	N/A	N/A	3

CURRICULUM	***	***	*
Drug-free box	N/A	N/A	2
Preventing sexual abuse	N/A	N/A	1
Chef combos binder	N/A	N/A	1
Food early choices	N/A	N/A	1
Billa the bear binder	N/A	N/A	1
DISABILITY EQUIPMENT	***	***	*
Handicap stroller	N/A	N/A	2
Handicap eater chair	N/A	N/A	2
Chair stool	N/A	N/A	1
Wheel chair	N/A	N/A	5
Wheel chair	N/A	HEW-26-036	1
Wheel chair	N/A	HEW-26-036	1
JANITORIAL EQUIPMENT	***	***	*
Dust pans	N/A	N/A	10
Bucket with ringer	N/A	N/A	2
KITCHEN EQUIPMENT	***	***	*
Utility Cart - black goldstar	008216	605THDR19074	1
Food thermos - large	N/A	N/A	4
Food thermos - small	N/A	N/A	3
Food warmer	N/A	W-3V-0712D06412	1
Food warmer	16694	W-3V-0610D06152	1
Food warmer	N/A	W-3V-802521007980	1
Cutting board	N/A	N/A	1
Pitcher	N/A	N/A	69
Cups - 8 oz	N/A	N/A	95
Cups - 7 oz	N/A	N/A	462
Cups - 5 oz	N/A	N/A	61
Glasses - 4 oz	N/A	N/A	200
Glasses - 5 oz	N/A	N/A	502
Serving bowls	N/A	N/A	103
Ketchup/mustard bottles	N/A	N/A	29

Kitchen - Continued			Pg 6 0f 6
Plates - 3 compartment	N/A	N/A	96
Plates - oval	N/A	N/A	53
Plates - small	N/A	N/A	90
Bowls - dessert	N/A	N/A	261
Bowls - cereal	N/A	N/A	172
Can opener	N/A	N/A	10
Can opener - Heavy Duty	N/A	N/A	3
Tongs	N/A	N/A	19
Knifes	N/A	N/A	150
Spatulas	N/A	N/A	39
Ladels	N/A	N/A	180
Spoodles	N/A	N/A	156

Vehicle Listing for October 2014 Auction

Vehicle	Licence Plate	Year	Make	Model	VIN #	Mileage
#51	176600	1996	Ford	Cargo Van	1FTFE241H3THB49564	208853
#52	1132109	1997	GMC	Cargo Van	1GTEG15M6V1022721	161436
#53	1132110	1997	GMC	Cargo Van	1GTFG15M6N1003887	211790
#58	1132111	2001	Chevy	Cargo Van	1GCGG25R811107290	192318

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

DEPARTMENT NAME	LOCATION	Page 1 of 1
TRANSFER TO: SURPLUS		
TRANSFER FROM: HIDALGO COUNTY HEAD START PROGRAM		**TF#**

CONTACT INFORMATION:

NAME (PRINT) OSCAR PALACIOS | **PHONE.:** 956-383-0706 | **FAX NO.:** 956-380-4180 | **E-MAIL:** oscar.palacios@hchsp.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: **DATE:**

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	1996 Ford Cargo Van	00001031	1FTFE241H3THB49564	B
2	1997 GMC Cargo Van	00001030	1GTEG15M6V1022721	B
3	1997 GMC Cargo Van	00002719	1GTFG15M6N1003887	B
4	2001 Chevy Cargo Van	00002134	1GCGG25R811107290	B
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT		

JUSTIFICATION FOR TRANSFER:

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent			
Contact Person transferring item(s) out			
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES PREMISES.

DATE INITIAL

EFFECTIVE DATE: XX/XX/XX

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-46423 **Head Start** **16. F.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Hidalgo County Head Start Program Reimbursement for Program Related Mileage Policy

BACKGROUND

Policy Council Approval: 09.17.14

Attachments

Mileage Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 02:20 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Linda Galaviz Started On: 09/10/2014 08:55 AM

Final Approval Date: 09/19/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 17, 2014

SUBJECT: Discussion/Approval of the Hidalgo County Head Start Program Reimbursement for Program Related Mileage Policy

RATIONALE/NEED: The Federal Performance Standards require that all Programs' operations be monitored on a regular basis. In order to successfully comply with the Standards, staff must visit centers regularly. The employees reporting site is determined as the beginning point of the employee's work day.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Reimbursement for Program Related Travel Policy

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

Subject: Reimbursement for Program Related Travel
Regulation Reference: 45 CFR Part(s) 1304.51(h)(1)
Grantee Board Approval:
Policy Council Approval:

The Hidalgo County Head Start Program employees shall be reimbursed for travel expenditures incurred for Head Start approved activities. Reimbursement for mileage expenditures shall follow the state and federal rates established/approved by the Hidalgo County Commissioners' Court/Grantee Board and the Policy Council.

Mileage is calculated from one work related location to another work related location and the most direct distance to the destination will be allowed.

A daily travel log must be maintained that indicates the specific destination points (including address information), odometer readings, purpose of travel, and any other information deemed necessary by the Hidalgo County Head Start Program Executive Director and Chief Financial Officer. Employees must request reimbursement on a monthly basis utilizing the approved form.

Commuting expenses incurred in traveling between the employee's residence and their reporting site (ie Head Start Center/Administration Office), or for mileage/expenses incurred in any other travel of personal nature are not reimbursable. The employees reporting site is determined as the beginning point of the employee's work day.

d. The County will only pay one half of the cost of the package fare in cases where officials or employees fly with family or friends (Friends Fly Free, etc.). Airfare for package fares must be paid using the traveler's own personal credit card or funds. The official or employee will be reimbursed one half of the price of the coach fare upon completion of the travel and submittal of a properly filled **Form T-4 "Final Travel Expense Claim"** and evidence of the price of the coach fare.

e. The boarding pass and an original passenger receipt issued by the commercial airline company or an original itinerary issued by the travel agency must be submitted as supporting documentation for a reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight.

9. PERSONAL VEHICLE

a. If the official or employee elects to travel by personal vehicle, the County will reimburse official business travel at the County adopted rate per highway mile. County Officials or employees currently receiving an approved car allowance will not be reimbursed, unless travel is outside of Hidalgo County. If the traveler is uncertain of the adopted rate, this information may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for a traveler who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. Traveler must supply documentation to support what the airfare would have been at that time.

c. When more than one traveler is going to the same destination, coordination of travel is required (see Section 7). The names of all persons traveling together on the same trip and in the same vehicle must be listed on **Form T-5 "Out-of-County – Travel Advance Request"** and **Form T-4 "Final Travel Expense Claim"**.

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of-way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information) purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis with the completion and submittal of **Form T-3 "In-County Travel Automobile Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra lives in Mission. She has a meeting in Edinburg. She drives directly to Edinburg, attends the meeting, and returns home. She should check her odometer reading when she leaves her house and when she returns to her house. Her total round trip is 26 miles. Her normal commute is 10 miles round trip to the office each day. The 10 miles should be deducted from the total mileage and Debra would only be reimbursed for 16 miles.

Example 2: Mary lives on the southwest side of town, and has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a 10 o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled 40 miles today, and she will be reimbursed for 30 miles.

Example 3: Daniel lives on the east side of town and his daily round trip commute to the office and back home is 15 miles. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management,

returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles of which only 30 miles are reimbursable.

Example 4: Frank lives on the south side of town. He has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled today. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

h. The County does not provide insurance coverage for private vehicles; therefore, each County Official is responsible to ensure employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the traveler must appear on the automobile insurance card. Reimbursement will not be made if the name of the traveler does not appear on the insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges and theft of property are the responsibility of the employee, not the County.

i. County Officials should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will not be made if a current driver's license and current insurance card is not received by the County Auditor's Office – Accounts Payable Section and the driver did not have an unexpired driver's license or current insurance coverage at the time travel was made.

10. COUNTY VEHICLE

a. The use of County vehicles is encouraged over private vehicles. Traveler is required to have a current driver's license. When more than one traveler is going to the same destination, "coordination of travel" (see Section 7) is required. Individuals not on County business cannot be transported in a County vehicle. Additionally, County vehicles cannot be used when combining conference and personal leave.

b. Reimbursement will be made for actual expenses incurred and for which an appropriate original receipt is provided.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. If a passenger uses another form of transportation while on the trip, transportation expenses will not be reimbursed.

REGION 16 EDUCATION SERVICE CENTER
Head Start/Early Head Start

Subject:	**Reimbursement for In-Town Mileage**	**Section:**	**Administration**
Program:	**Head Start/Early Head Start**	**Date Revised:**	**November 7, 2012**
Policy Council Approval:	**November 28, 2012**		

Regulation Reference: 45 CFR Part(s): 1304.51(h)(1)

Policy:

In-town mileage for work-related activities will be reimbursed to Head Start staff members. The following procedures will apply regardless of the time of day a staff member is traveling.

Procedure:

1. Travel *from* a staff member's home to the headquarters is considered commuting, and the mileage is not reimbursable.

2. Travel *to* a staff member's home from the headquarters is considered commuting, and the mileage is not reimbursable.

3. Mileage *from* a staff member's home to a work-related location that is not the headquarters is reimbursable. If the staff member lives outside the city limits, then the mileage reimbursement begins at the city limits.

4. Mileage *to* a staff member's home from a work-related location that is not the headquarters is reimbursable.

5. Mileage from one work-related location to another work-related location will be reimbursed at the Region 16 Education Service Center mileage rate.

6. Mileage must not be claimed to and from a staff member's headquarters, if the purpose of the trip is solely to eat lunch at the staff member's headquarters.

7. To receive mileage reimbursement, staff members must complete a "Travel Report and Reimbursement Request." The report must be submitted to the administrative assistant responsible for travel no later than the last working day of the month.

AI-46403 **Head Start 16. G.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: HEAD START

Information

CAPTION

Discussion/Approval of the 2013-2014 Program Information Report (PIR)

BACKGROUND

Policy Council Approval: 09.17.14

Attachments

PIR Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 02:20 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Linda Galaviz Started On: 09/08/2014 10:11 AM

Final Approval Date: 09/19/2014

Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 17, 2014

SUBJECT: Discussion/Approval of the 2013-2014 Program Information Report (PIR)

RATIONALE/NEED: The PIR Report was initiated in the late 1970s in an effort to provide the Office of Head Start with information on what was happening in Head Start Programs throughout the country. Data from the PIR Report has been used for well over two decades to provide information about Head Start to the public, Congress and other Federal agencies. It has been used to identify trends, to discover problems and to determine where there were issues that need attention.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: 2013-2014 PIR Report

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INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

2013-2014 HEAD START PROGRAM INFORMATION REPORT

06CH0183-000 Hidalgo County Head Start Program

A. PROGRAM INFORMATION

GENERAL INFORMATION

Grant Number	06CH0183
Program Number	000
Program Type	Head Start
Program Name	Hidalgo County Head Start Program
Program Address	1901 W State Highway 107 McAllen TX 78504-9552
Program Phone Number	(956) 383 0706
Program Fax Number	(956) 380 2588
DUNS Number	062403597
Program Email Address	teresa.flores@hchsp.org
Head Start Director Name	Ms. Teresa Flores
Head Start Director Email	teresa.flores@hchsp.org
Agency Web Site Address	www.hchsp.org
Agency Type	Government Agency (Non-CAA)
Agency Description	Grantee that directly operates program(s) and has no delegates
Agency Affiliation	A secular or non-religious agency

ENROLLMENT YEAR

Enrollment dates

A.1 Enrollment Year	*Date*
a. Start Date	08/19/2013
b. End Date	05/28/2014

FUNDED ENROLLMENT

Funded enrollment by funding source

A.2 Funded Head Start Enrollment	*# of children/ pregnant women*
a. Head Start Funded Enrollment, as identified on NOA	3,690
b. Funded Enrollment from non-federal sources, i.e. state, local, private	0

Funded enrollment by program option - children

A.3 Center-based program - 5 days per week:	*# of children*
a. Full-day enrollment	3,690
1. Of these, the number available as full-working-day enrollment	0
a. Of these, the number available for the full-calendar-year	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.4 Center-based program - 4 days per week:	*# of children*

a. Full-day enrollment	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.5 Home-based program	0
A.6 Combination option program	0
A.7 Family child care option	0
a. Of these, the number available as full-working-day enrollment	0
1. Of the these, the number available for the full-calendar-year	0
A.8 Locally designed option	0

Funded enrollment at child care partner

	# of children
A.10 The number of funded enrollment positions at center-based child care partners with whom the program has formal contractual arrangements	0

CLASSES

Classes

	# of classes
A.11 Total number of classes operated	197
a. Of these, the number of double session classes	0

CUMULATIVE ENROLLMENT

Children by age

A.12 Children by age:	# of children at enrollment
a. Under 1 year	0
b. 1 year old	0
c. 2 years old	0
d. 3 years old	2,338
e. 4 years old	1,965
f. 5 years and older	0

Total cumulative enrollment

	# of children / pregnant women
A.14 Total cumulative enrollment	4303

Type of eligibility

A.15 Report each enrollee only once by primary type of eligibility:	# of children
a. Income below 100% of federal poverty line	2,756
b. Receipt of public assistance such as TANF, SSI	1,474
c. Status as a foster child - # children only	38
d. Status as homeless	2
e. Over income	0

# of children

f. Enrollees exceeding the allowed over income enrollment (as noted below) with family incomes between 100% and 130% of the federal poverty line	33

A.16 If the program serves enrollees under A.15.f, specify how the program has demonstrated that all income-eligible children in their area are being served.	
Specify:	The program has incorporated "Priority Guidelines for Selection for Enrollment" that identifies those children in most need that ranks all eligible children that includes children whose families have incomes below 130% of the federal poverty line. Reference: Section 645 (a)(1)(B)(iii)(II). The program operates 43 Head Start Centers and waitlists are established at each center. Those centers that have exhausted their waitlist of children whose families have income below 100% of the federal poverty line will enroll children within the 130% federal poverty line

Prior enrollment

A.17 Enrolled in Head Start or Early Head Start for:	# of children
a. The second year	1,421
b. Three or more years	35

Transition and Turnover

	# of children
A.18 Total number of preschool children who left the program any time after classes or home visits began and did not re-enroll	724
a. Of the preschool children who left the program during the program year, the number of preschool children who were enrolled less than 45 days	366
A.18.b. Of the number of preschool children enrolled in Head Start at the end of the current enrollment year, the number projected to be entering kindergarten in the following school year	1,965

Child care subsidy

	# of children at end of enrollment year
A.23. The number of enrolled children for whom the program received a child care subsidy	0

Ethnicity

A.24 Ethnicity:	# of children
a. Hispanic or Latino origin	4,004
b. Non-Hispanic or Non-Latino origin	299

Race

A.25 Race:	# of children
a. American Indian or Alaska Native	0
b. Asian	2
c. Black or African American	13
d. Native Hawaiian or other Pacific Islander	0
e. White	4,258
f. Biracial/Multi-racial	0
g. Other	0
h. Unspecified	30
1. Explain: Parents declined to specify their race	

Primary language of family at home

A.26 Primary language of family at home:	# of children
a. English	1,162
b. Spanish	3,137
c. Native Central American, South American, and Mexican Languages	0
d. Caribbean Languages	0
e. Middle Eastern & South Asian Languages	2
f. East Asian Languages	1
g. Native North American/Alaska Native Languages	0
h. Pacific Island Languages	0
i. European & Slavic Languages	0
j. African Languages	0
k. Other	1
1. Explain: Sign Language	
l. Unspecified	0

TRANSPORTATION

Transportation services

A.27 Does the program provide transportation to some or all of the enrolled children either directly or through a formal contractual agreement with a transportation provider?	Yes

	# of children
a. Number of children for whom transportation is provided	516

Buses

	# of buses owned
A.28 Total number of buses owned by the program that were purchased with ACF grant funds and are currently used to support program operations, regardless of year purchased	38
a. Of these, the number of buses purchased since last year's PIR was reported	0

A.29 Are any of the buses used by the program leased by the program itself?	No

RECORD KEEPING

Management Information Systems

A.30 Does your program use a management information system to track enrollees, program services, characteristics of families, and information on program staff?		Yes
Name/title	*Locally designed*	*Web Based*
PROMIS (Program Resources and Outcomes Management Information System, Cleverex)	No	Yes
Abila Fund Accounting	No	No
Sage Abra	No	No
Redelearner	No	Yes
Microsoft Office (Word, Excel, Access)	Yes	No

B. PROGRAM STAFF & QUALIFICATIONS

TOTAL STAFF

Staff by Type

	(1) # of Head Start or Early Head Start staff	(2) # of contracted staff
B.1 Total number of staff members, regardless of the funding source for their salary or number of hours worked	795	0
a. Of these, the number who are current or former Head Start or Early Head Start parents	267	0
b. Of these, the number who left since last year's PIR was reported	48	0
1. Of these, the number who were replaced	48	0

TOTAL VOLUNTEERS

Volunteers by Type

	# of volunteers
B.2 Number of persons providing any volunteer services to your program since last year's PIR was reported	3,487
a. Of these, the number who are current or former Head Start or Early Head Start parents	3,429

MANAGEMENT STAFF

Coordination of services

B.4 On average, the number of hours per week services managers spend coordinating services:	Average # of hours per week
a. Child Development & Education Manager	40
b. Health Services Manager	40
c. Family & Community Partnerships Manager	40
d. Disability Services Manager	40

CHILD DEVELOPMENT STAFF

Preschool Child Development Staff Qualifications - Classroom and Assistant Teachers

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
B.5 Total number of preschool child development staff by position	197	197

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
a. An advanced degree in:		
1. Early childhood education	0	0
2. Any field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children	1	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
b. A baccalaureate degree in:		
1. Early childhood education	84	0
2. Any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	16	8
3. Any field and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam	0	0
Of the preschool child development staff with a baccalaureate degree in B.5.b.1 through B.5.b.3 above, the number enrolled in:		
4. Advanced degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	1	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
c. An associate degree in:		
1. Early childhood education	96	40
2. A field related to early childhood education and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0	0
Of the preschool child development staff with an associate degree in B.5.c.1 and B.5.c.2 above, the number enrolled in:		
3. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	11

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following credentials:		
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	0	130
1. Of these, a Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	0
Of the preschool child development staff with the credentials in B.5.d above, the number enrolled in:		
2. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
3. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position:		
e. The number who do not have the qualifications listed in B.5.a through B.5.d	0	19
Of the preschool child development staff in B.5.e above, the number enrolled in:		
1. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
2. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	0
3. Any type of Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	19

	# of classes
B.6 Total number of center-based option classes serving preschool-aged children	197
B.7 Number of center-based option classes serving preschool-aged children in which at least one teacher (excluding assistant teachers) has one of the following: - An advanced or baccalaureate degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education with experience teaching pre-school age children, or - A baccalaureate degree and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam - An associate degree in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	197

Child development staff qualifications - home-based and FCC

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
B.9 Total number of child development staff by position	0	0	0	0

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees or credentials:				
a. An advanced degree in/licensed as:				
1. 1. Social work/ Licensed clinical social worker (LCSW)/ Licensed master social worker (LCMW)	0	0	0	0
2. Marriage and family therapy/ Licensed marriage and family therapist (LMFT)	0	0	0	0
3. Psychology	0	0	0	0
4. Sociology	0	0	0	0
5. Human services (include related areas such as child and family services or social services)	0	0	0	0
6. Nursing plus Nurse Practitioner (NP) license	0	0	0	0
7. Early childhood education	0	0	0	0
8. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
b. A baccalaureate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
c. An associate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following credentials:				
d.License, certification, or credential held:				
1. Nursing, non-RN, i.e. LPN, CNA, etc.	0	0	0	0
2. Family development credential (FDC)	0	0	0	0
3. Child development associate credential (CDA)	0	0	0	0
4. State-awarded certification, credential, or license appropriate to the option in which they are working, i.e. home-based option or family child care option	0	0	0	0
5. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position:				
e. The number who do not have the qualifications listed in B.9.a through B.9.d	0	0	0	0
Of the child development staff in B.9.e above, the number enrolled in:				
1. An advanced degree or license	0	0	0	0
2. A baccalaureate degree	0	0	0	0
3. An associate degree	0	0	0	0
4. Studies leading to a non-degree license, certificate, or credential	0	0	0	0

NON-SUPERVISORY CHILD DEVELOPMENT STAFF

Child development staff - ethnicity

B.12 Ethnicity:	# of non-supervisory child development staff
a. Hispanic or Latino origin	393
b. Non-Hispanic or Non-Latino origin	1

Child development staff - race

B.13 Race:	# of non-supervisory child development staff
a. American Indian or Alaska Native	0
b. Asian	0
c. Black or African American	1
d. Native Hawaiian or other Pacific Islander	0
e. White	393
f. Biracial/Multi-racial	0
g. Other	0
h. Unspecified	0

Child development staff - language

	# of non-supervisory child development staff
B.14 The number who are proficient in a language(s) other than English	394
a. Of these, the number who are proficient in more than one language other than English	0
B.15 Language groups in which staff are proficient	# of non-supervisory child development staff
a. Spanish	394
b. Native Central American, South American, and Mexican Languages	0
c. Caribbean Languages	0
d. Middle Eastern & South Asian Languages	0
e. East Asian Languages	0
f. Native North American/Alaska Native Languages	0
g. Pacific Island Languages	0
h. European & Slavic Languages	0
i. African Languages	0
j. Other	0
k. Unspecified	0

Child development staff - classroom teacher turnover

	# of classroom teachers
B.16 The number of classroom teachers who left your program during the year.	48
B.17 Of these, the number who left for the following reasons:	# of classroom teachers
a. Higher compensation/benefits package in the same field	17
b. Change in job field	0
c. Other	31
1. Comments: Personal Reasons, Health Issues, Dissatisfied, Family Matters, Continue Education, Lack of Transportation, Terminations, Relocate from Area	
B.18 Number of classroom teacher vacancies in your program that remained unfilled for a period of 3 months or longer	0
B.19 Number of classroom teachers hired during the year due to turnover	48

Child development staff - home-based visitor turnover

	# of home-based visitors
B.20 The number of home-based visitors who left the program during the year	0
B.21 Of these, the number who left for the following reasons:	
a. Higher compensation/benefits package in the same field	0
b. Change in job field	0
c. Other	0
1. Comments: null	
B.22 Number of home-based visitor vacancies in the program that remained unfilled for a period of 3 months or longer	0
B.23 Number of home-based visitors hired during the year due to turnover	0

FAMILY & COMMUNITY PARTNERSHIPS STAFF

Family & community partnerships staff - qualifications

	(1) # of family workers	(2) # of FCP supervisors
B.24 Total number of family & community partnerships staff	76	1
a. Of the FCP supervisors, the number who work directly with families, i.e. staff with a family caseload		1

B.25 Of the family & community partnerships staff, the number with the following education	(1) # of family workers	(2) # of FCP supervisors
a. A related advanced degree	0	1
b. A related baccalaureate degree	9	0
c. A related associate degree	15	0
d. GED or high school diploma	52	0
B.26 Of the family & community partnerships staff who do not have a degree, the number in training leading to a related degree or credential	9	0
B.27 Comments on staff shared by Head Start and Early Head Start programs:		

	# of ECD managers/ coordinators
B.28 Total number of education & child development managers/coordinators	41

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
a. An advanced degree in early childhood education, or an advanced degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	8
b. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	7

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
c. An associate degree in early childhood education, or an associate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	16
Of the education & child development managers/coordinators preschool child development staff in B.28.c above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	1

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	10
Of the education & child development managers/coordinators preschool child development staff in B.28.d above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
e. None of the qualifications listed in B.28.a through B.28.d	0
Of the education & child development managers/coordinators preschool child development staff in B.28.e above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0
B.29 Comments on education & child development managers/coordinators shared by Head Start and Early Head Start programs:	

C. CHILD & FAMILY SERVICES

HEALTH SERVICES

Health insurance - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.1 Number of all children with health insurance	4,153	4,153
a. Number enrolled in Medicaid and/or CHIP	4,077	4,077
b. Number enrolled in state-only funded insurance (for example, medically indigent insurance)	59	59
c. Number with private health insurance (for example, parent's insurance)	17	17
d. Number with health insurance other than those listed above, for example, Military Health (Tri-Care or CHAMPUS)	0	0
1. Specify		
C.2. Number of children with no health insurance	150	150

Medical

Medical home - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.5 Number of children with an ongoing source of continuous, accessible health care	4,162	4,156
C.6 Number of children receiving medical services through the Indian Health Service	0	0
C.7 Number of children receiving medical services through a migrant community health center	0	0

Medical services - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.8 Number of all children who are up-to-date on a schedule of age-appropriate preventive and primary health care, according to the relevant state's EPSDT schedule for well child care	2,561	4,114

	# of children at end of enrollment year
a. Of these, the number diagnosed by a health care professional with a chronic condition needing medical treatment since last year's PIR was reported	175
1. Of these, the number who have received or are receiving medical treatment	175
b. Specify the primary reason that children who needed medical treatment, for any chronic condition diagnosed by a health care professional since last year's PIR was reported, did not receive it:	

C.9 Number of all children who received medical treatment for the following chronic conditions since last year's PIR was reported, regardless of when the condition was first diagnosed by a health care professional:	# of children
a. Anemia	18
b. Asthma	116
c. Hearing Difficulties	42
d. Vision Problems	53
e. High Lead Levels	1
f. Diabetes	0

Body Mass Index (BMI) - children (HS and Migrant programs)

C.10 Number of all children who are in the following weight categories according to the 2000 CDC BMI-for-age growth charts	# of children at enrollment
a. Underweight (BMI less than 5th percentile for child's age and sex)	154
b. Healthy weight (at or above 5th percentile and below 85th percentile for child's age and sex)	2,657
c. Overweight (BMI at or above 85th percentile and below 95th percentile for child's age and sex)	698
d. Obese (BMI at or above 95th percentile for child's age and sex)	694

Immunization services - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.11 Number of children who have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age	4,303	4,303
C.12 Number of children who have been determined by a health care professional to have received all immunizations possible at this time, but who have not received all immunizations appropriate for their age	0	0
C.13 Number of children who meet their state's guidelines for an exemption from immunizations	0	0

Dental

Dental home - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.17 Number of children with continuous, accessible dental care provided by a dentist	4,150	4,144

Preschool dental services (HS and Migrant programs))

	# of children
C.18 Number of children who received preventive care since last year's PIR was reported	3,782
C.19 Number of all children, including those enrolled in Medicaid or CHIP, who have completed a professional dental examination since last year's PIR was reported	3,782
a. Of these, the number of children diagnosed as needing treatment since last year's PIR was reported.	418
1. Of these, the number of children who have received or are receiving treatment	325
b. Specify the primary reason that children who needed dental treatment did not receive it:	Parents did not keep/make appointment

MENTAL HEALTH SERVICES

Mental health professional

	# of hours
C.22 Average total hours per operating month a mental health professional(s) spends on-site	400

Mental health services

C.23 Indicate the number of enrolled children who were served by the mental health (MH) professional(s) since last year's PIR was reported.	# of children at end of enrollment year
a. Number of children for whom the MH professional consulted with program staff about the child's behavior / mental health	12
1. Of these, the number for whom the MH professional provided three or more consultations with program staff since last year's PIR was reported	12
b. Number of children for whom the MH professional consulted with the parent(s) / guardian(s) about their child's behavior/mental health	12
1. Of these, the number for whom the MH professional provided three or more consultations with the parent(s) / guardian(s) since last year's PIR was reported	2
c. Number of children for whom the MH professional provided an individual mental health assessment	12
d. Number of children for whom the MH professional facilitated a referral for mental health services	12

Mental health referrals

	# of children at end of enrollment year
C.24 Number of children who were referred by the program for mental health services outside of Head Start since last year's PIR was reported	12
a. Of these, the number who received mental health services since last year's PIR was reported	12

DISABILITIES SERVICES

Preschool disabilities services (HS and Migrant programs)

	# of children
C.25 Number of children enrolled in the program who have an Individualized Education Program (IEP) indicating they have been determined eligible by the LEA to receive special education and related services	440
a. Of these, the number who were determined eligible to receive special education and related services:	# of children
1. Prior to enrollment into the program for this enrollment year	341
2. During this enrollment year	99
b. Of these, the number who have not received special education and related services	0

Preschool primary disabilities (HS and Migrant programs)

C.27 Diagnosed primary disability	(1) # of children determined to have this disability	(2) # of children receiving special services
a. Health impairment(i.e. meeting IDEA definition of 'other health impairments')	14	14
b. Emotional disturbance	0	0
c. Speech or language impairments	376	376
d. Intellectual disabilities	11	11
e. Hearing impairment, including deafness	2	2
f. Orthopedic impairment	4	4
g. Visual impairment, including blindness	6	6
h. Specific learning disability	0	0
i. Autism	13	13
j. Traumatic brain injury	0	0
k. Non-categorical/developmental delay	14	14
l. Multiple disabilities (excluding deaf-blind)	0	0
m. Deaf-blind	0	0

EDUCATION AND DEVELOPMENT TOOLS/APPROACHES

Screening

	# of children
C.28 Number of all newly enrolled children since last year's PIR was reported	2,847
C.29 Number of all newly enrolled children who completed required screenings within 45 days for developmental, sensory, and behavioral concerns since last year's PIR was reported	2,764
a. Of these, the number identified as needing follow-up assessment or formal evaluation to determine if the child has a disability	170
C.30 The instrument(s) used by the program for developmental screening:	
LAP-D (Learning Accomplishment Profile - Diagnostic Screener)	
Other (Please Specify) - Speech Screener	
Other (Please Specify) - Development Early Childhood Assessment (DECA)	

Assessment

C.31 Approach or tool(s) used by the program to support ongoing child assessment:	
Name/title	*Locally designed*
LAP-D (Learning Accomplishment Profile - Diagnostic)	No

Curriculum

C.32 What curriculum does your program use:	
a. For center-based services:	
Name/title	*Locally designed*
Other (Please Specify) - Center for Improving the Rediness of Children Learning and Education	No
Other (Please Specify) - Planning Guide (Kaplan)	No
Other (Please Specify) - Building Bridges	Yes

b. For family child care services:

c. For home-based services:

STAFF-CHILD INTERACTION OBSERVATION TOOLS

		# of families at enrollment
C.33 Does the program routinely use staff-child interaction observation tools to assess quality?		Yes
C.34 If yes, interaction observation tool(s) used by the program:		
	(1) Name/title	*(2) Locally designed*
a. Center-based settings	Classroom Assessment Scoring System	No
b. Home-based settings		
c. Family child care settings		

FAMILY AND COMMUNITY PARTNERSHIPS

Number of families

	# of families at enrollment
C.35 Total number of families:	3,925
a. Of these, the number of two-parent families	2,678
b. Of these, the number of single-parent families	1,247

Employment

C.36 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are employed	438
b. One parent/guardian is employed	1,692
c. Both parents/guardians are not working (i.e. unemployed, retired, or disabled)	548

C.37 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is employed	635
b. The parent/guardian is not working (i.e. unemployed, retired, or disabled)	612

	# of families at enrollment
C.38 The number of all families in which at least one parent/guardian is a member of the United States military on active duty	0

Federal or other assistance

	# of families
C.39 Total number of families receiving any cash benefits or other services under the Federal Temporary Assistance for Needy Families (TANF) Program	976
C.40 Total number of families receiving Supplemental Security Income (SSI)	507
C.41 Total number of families receiving services under the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	3,409
C.42 Total number of families receiving services under the Supplemental Nutrition Assistance Program (SNAP), formerly referred to as Food Stamps	3,105

Job training/school

C.43 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are in job training or school	5
b. One parent/guardian is in job training or school	81
c. Neither parent/guardian is in job training or school	2,592

C.44 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is in job training or school	31
b. The parent/guardian is not in job training or school	1,216

Parent/guardian education

C.45 Of the total number of families, the highest level of education obtained by the child's parent(s) / guardian(s)	# of families at enrollment
a. An advanced degree or baccalaureate degree	47
b. An associate degree, vocational school, or some college	704
c. A high school graduate or GED	809
d. Less than high school graduate	2,365

Family services

C.46 Report the number of families who received the following services since last year's PIR was reported	# of families
a. Emergency/crisis intervention such as meeting immediate needs for food, clothing, or shelter	24
b. Housing assistance such as subsidies, utilities, repairs, etc.	38
c. Mental health services	59
d. English as a Second Language (ESL) training	329
e. Adult education such as GED programs and college selection	215
f. Job training	119
g. Substance abuse prevention	3
h. Substance abuse treatment	0
i. Child abuse and neglect services	0
j. Domestic violence services	2
k. Child support assistance	26
l. Health education	810
m. Assistance to families of incarcerated individuals	25
n. Parenting education	364
o. Relationship/marriage education	21
C.47 Of these, the number that received at least one of the services listed above	2,035

Father involvement

C.48 Does the program have organized and regularly scheduled activities designed to involve fathers / father figures?	Yes
	# of children at end of enrollment
a. Number of enrolled children whose fathers / father figures participated in these activities	275

Homelessness services

	# of families
C.49 Total number of families experiencing homelessness that were served during the enrollment year	2
	# of children
C.50 Total number of children experiencing homelessness that were served during the enrollment year	2
	# of families
C.51 Total number of families experiencing homelessness that acquired housing during the enrollment year	2

Foster care and child welfare

	# of children
C.52 Total number of enrolled children who were in foster care at any point during the program year	38
C.53 Total number of enrolled children who were referred to Head Start/Early Head Start services by a child welfare agency	38

Collaboration Agreements

Local education agency (LEA)

	# of LEAs
C.54 Number of LEAs in the service area	15
C.55 Number of formal agreements the program has with LEAs:	# of formal agreements
a. To coordinate services for children with disabilities	13
b. To coordinate transition services	13

Public school pre-kindergarten programs

C.56 Does the program have formal collaboration and resource sharing agreements with public school pre-kindergarten programs?	Yes
	# of formal agreements
a. If yes, the number of formal agreements in which the program is currently participating	9

Part C agencies

	# of Part C Agencies
C.57 Number of Part C agencies in the program's service area	3
	# of formal agreements
a. Number of formal agreements the program has with Part C agencies to coordinate services for children with disabilities	3

Child welfare agencies

C.58 Does the program have formal collaboration agreements with child welfare agencies?	No
	# of formal agreements
a. If yes, the number of formal agreements in which the program is currently participating	0

REPORTING INFORMATION

PIR Report Status	Completed
Confirmation Number	14082922946
Last Update Date	08/29/2014

AI-46296 **Public Defender's Office 17. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender's Juvenile Section (1282):
1. Requesting approval to accept the attached FY15 Multi-year Continued Discretionary Grant Award Contract #212-25-D09, in the amount of $79,946 from the Texas Indigent Defense Commission for the period of October 1, 2014 to September 30, 2015.
2. Approval of the Certification of Revenues as certified by the County Auditor.
3. Approval of interdepartmental transfer from County Wide Admin- Contingency to transfers out to fund a portion of the cash match.
4. Approval of appropriation of grant funds in the amount of $79,946.00 and the local cash match in the amount of $202,218.00.
5. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1282-412-30-085-004-5-XXX

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

BUDGETARY IMPACT:

Grant Period: Oct. 1, 2014 thru Sept. 30, 2015 (FY15).
Grant acct Fiscal Year: 15
Account Fiscal Year: 5
County Fiscal/ Calendar Year: 4
4th and final year of grant.
County Obligation: 5mths @ 60% & 7mths @ 80%

4-1282-334-10-085-004-5-000 Public Defender's Juvenile Section Revenue $79,946.00
4-1282-391-01-000-100-5-000 Transfers In - General Fund $202,218.00
4-1100-491-01-000-282-5-891 Transfers Out - Designated Purp Lvl 2 $202,218.00

Authorization of application for grant renewal - AI 44084 CC 04-29-14

Attachments

Grant Award Letter
Appropriation
transfer r
salary schedule
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 09:31 AM
Rosalinda Cantu	Rosie Cantu	09/19/2014 11:32 AM
Obdett Calzada	Obdett Calzada	09/19/2014 04:40 PM
Manuel Chapa	Manuel Chapa	09/19/2014 05:17 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM
Form Started By: Patti Loya		Started On: 09/03/2014 08:16 AM

Final Approval Date: 09/19/2014

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

Chair:
The Honorable Sharon Keller
Presiding Judge, Court of Criminal Appeals

Vice Chair:
The Honorable Olen Underwood

Ex Officio Members:
Honorable Sharon Keller
Honorable Wallace B. Jefferson
Honorable Roberto Alonzo
Honorable Abel Herrero
Honorable Sherry Radack
Honorable Linda Rodriguez
Honorable Royce West
Honorable John Whitmire

Members Appointed by Governor:
Honorable Jon Burrows
Mr. Don Hase
Mr. Anthony Odiorne
Honorable Olen Underwood
Honorable B. Glen Whitley

Executive Director:
James D. Bethke

September 2, 2014

The Honorable Ramon Garcia
Hidalgo County Judge
Via E-mail: yolanda.chapa@co.hidalgo.tx.us

RE: FY15 Statement of Grant Award – Grant Number 212-25-D09

Dear Judge Garcia:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hidalgo County a **FY15 Multi-year Continued Discretionary Grant** in the amount of **$79,946** in response to your application titled **Hidalgo County Public Defender's Office - Juvenile Section**. Your Statement of Grant Award for fiscal year 2015 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to **bryan.wilson@txcourts.gov** on or before **October 2, 2014**. You do not need to mail a copy.

The Commission has awarded this grant contingent on the resolution of the policy monitoring report issued by the Commission on June 3, 2014

Congratulations to Hidalgo County on taking the lead in Texas by developing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Bryan Wilson, the Commission Grants Administrator at (512) 936-6996.

Sincerely,
Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy:
Mr. Raymundo Eufracio, Hidalgo Co Auditor, ray.eufracio@auditor.co.hidalgo.tx.us
Mr. Jaime Gonzales, Chief Public Defender, jimmy.gonzalez@co.hidalgo.tx.us

TEXAS INDIGENT DEFENSE COMMISSION

Statement of Grant Award

FY15 Multi-year Continued Discretionary Grant

Grant Number: 212-25-D09
Grantee Name: Hidalgo County
Program Title: Hidalgo County Public Defender's Office - Juvenile Section
Grant Period: 10/1/2014-9/30/2015
Grant Award Amount: $79,946

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant to Hidalgo County (County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by October 2, 2014. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs: 4)	$205,263
2) Fringe Benefits	$61,201
3) Travel and Training	$5,100
4) Equipment	
5) Supplies	$4,000
6) Contract Services	$6,600
7) Indirect Costs	
Total Proposed Costs	$282,164
Less Cash from Other Sources- County Match	$202,218
Total Amount Funded by Commission	$79,946

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued on October 19, 2012, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award and submit it to the Commission by December 31, 2013.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

_____
Signature of Authorized Official

_____
Name & Title (must print or type)

_____
Date

Attachment A

Required Conditions and Reports

Method of Calculation

The budget appearing in the Statement of Grant Award was developed under the assumptions that the grant be based on a 12-month period. The schedule provides the county twelve months of funds at each of the original agreed upon funding levels. If the county has a delayed start in the first year (FY2013), it may necessitate an adjustment in future years to allow the county to fully expend grant funds. The intention is to follow a declining schedule of 80 percent in the first year; then, 60 percent in the second year; then, 40 percent in the third year; and 20 percent in the final year of the Commission support. The grants will remain on a fiscal calendar (October to September), but future awards will reflect any needed modifications to implement this policy.

Program Requirements

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program (**Note:** If the County contracts the public defender office to a non-profit corporation or governmental entity, then the corporation or governmental entity will ensure the following are performed):

— Payments under this grant are contingent upon successful resolution with the Commission of the Policy Monitoring report issued on June 3, 2014.

— The County will continue to operate a Public Defender's Office as defined FY2012 Statement of Grant Award and in accordance with Article 26.044 of the Texas Code of Criminal Procedure as amended by the 82nd Legislature.

— The County will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match.

— This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Commission grants administrator will construct an on-line progress report that best reflects the actual work performed in this program and is consistent with the FY2013 application listed below as edited and agreed to. The County will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

— The County must maintain a Public Defender Oversight Board in accordance with Texas Code of Criminal Procedure Article 26.045 to supervise the operation of this program. The County will submit a written policy on how the members are selected and which details the duties and procedures of the board.

— The County or its designee must maintain a written policy that includes caseload standards for each attorney and for the general operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration (such as National Advisory Commission on Criminal Justice Standards and Goals). The written policy for caseload standards should be provided to the Commission staff along with the first quarterly progress report. The caseload standard policy should require the Chief Public Defender to review actual caseloads at least quarterly. The Chief Public Defender may approve higher or lower caseloads than the adopted standard based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology to augment services, or other factors that affect the delivery of services. The Chief Public Defender must notify the program's Oversight Board in writing if an exception to the caseload standards is authorized.

— The County or its designee must provide to the Commission staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted.

— The survey of local stakeholders required in the Evaluation section of the FY2013 application listed below should be conducted during the 2nd and 4th years of operation of the program. The County must summarize the results received back from the participants of the survey and discuss any improvements made to the program. The analysis of the survey results in the 4th year must compare the findings between the two survey events. The County must provide the Commission with a draft of any survey instrument for feedback before it is distributed and provide to the Commission a copy of the analyses of responses (not the unanalyzed survey responses).

— The Public Defender Office Case Representation Policies and Procedures Manual must be provided to the Commission along with the 2nd quarterly progress report. Grantees should consider professional standards of representation such as the Texas State Bar Performance Guidelines for Non-Capital Criminal Defense Representation when developing the manual. A final version of the Policies and Procedures Manual shall be completed and delivered to the Commission along with the Final Progress Report for FY2013.

— Equipment costs listed in the first year start-up budget will not be carried forward into subsequent years of funding. If the County selects a non-profit corporation the proposal and the contract must include the method for funding equipment to operate the Public Defender Office that does not require the start-up costs to be included in the contract beyond the first year.

— The County must provide a plan of data collection by the first progress report that includes a list of data elements that capture the work performed under this program or impact on the county's compliance with the Fair Defense Act. This County must submit data collection agreements from county offices or departments to provide this data to the program director on a regular basis to measure the impact of this program.

— The Public Defender's Office will record attorney and support staff work time in a manner that allows for accurate completion of the Public Defender Addendum to the Indigent Defense Expenditure Report. Records must contain sufficient detail to appropriate time and salary across categories of offenses (capital, non-capital felony, misdemeanor, juvenile, felony appeals, misdemeanor appeals, and juvenile appeals).

Modified 2012 Hidalgo County Discretionary Grant Application Narrative
(Multi-Year Grant)
NOTE: The term "Defendant" was removed and replaced with "Respondent" without notation.

a. Application Form

Counties Represented: **Hidalgo**
Fiscal Year: **2012**
State Payee Identification Number: **74-6000717**
Division To Administer Grant: **Hidalgo County Auditor's Office**
Program Title: **Hidalgo County Public Defender's Office - Juvenile Section**
Requested Grant Amount: **$243,033.57**
Financial Officer: **Raymundo Eufracio**
Program Director: **Jaime E Gonzalez**
Mailing Address: **1615 South Closner, Suite J; Edinburg, TX 78539**

b. Introduction (Executive Summary)

Hidalgo County seeks to improve the quality of representation to juvenile indigent respondents by establishing a juvenile section within the Hidalgo County Public Defender's Office (HCPDO). Established HCPDO procedures will ensure that juvenile respondents, appointed via the county's indigent defense office or via the bench, will be contacted within 24 hours of receiving screening information. Assistant public defenders will appear with juvenile respondents at every court hearing until charges are disposed. Providing juvenile respondents with consistent, accountable, legal representation throughout the criminal justice process will ultimately lead to increased productivity and efficiency, thereby saving the county money.

c. Problem Statement

The stakeholders in the Hidalgo County criminal justice system are focused on the inability of the current system to adequately address the legal needs of juvenile indigent respondents. Deficiencies within the system range from the absence of attorney-client contact with juvenile respondents in custody, lack of appearances in court by appointed attorneys, lack of qualified court-appointed attorneys, timely submission and filing of criminal charges, and the rising cost of court appointed attorney vouchers. As a possible solution, a public defender's office- juvenile section would be instrumental in alleviating the problems of indigent juvenile respondents.
One of the biggest problems concerning the current system is the significant amount of money it takes to operate. Specifically, in 2010 there were 1,208 juvenile cases filed in the 449th District Court. With an estimated 91 percent of those cases having court-appointed counsel, the total amount of vouchers submitted to the county's auditor's office for that court totaled 1,110 at an average cost per case of $542.37. The public defender's office plans to absorb up to 600 of those juvenile cases, at an estimated savings to the county of $325,422.00.
A public defender's office - juvenile section is necessary to provide proactive, quality representation to juvenile indigent offenders in Hidalgo County at a reasonable cost. Additionally, the other legal issues of lack of court appearances, skilled attorneys, and the filing of timely criminal charges will be overseen by the current policies and procedures in place with the Hidalgo County Public Defender's

Office.

d. Objectives

In order to minimize the problems stated previously, the following specific objectives have been formulated:
Objective 1: Establish a fully functional juvenile section to the Hidalgo County Public Defender's Office to represent juvenile indigent respondents charged with criminal offenses in Hidalgo County by November 1, 2011.
Objective 2: The Hidalgo County Indigent Defense Office shall appoint to the juvenile public defender's office at least 50% of the total juveniles meeting financial eligibility - within 24 hours of booking at the Hidalgo County juvenile detention center.
Objective 3: The Hidalgo County Public Defender's Office shall provide juvenile indigent respondents with qualified juvenile public defenders that are currently licensed and in good standing with the State Bar of Texas, and that exhibit proficiency and commitment to providing quality representation to juvenile respondent - ongoing.
Objective 4: Juvenile public defenders will meet the required 6 hours a year of continuing legal education in courses related to juvenile criminal law as recognized by the State Bar of Texas -ongoing.
Objective 5: Juvenile public defenders are to make contact with their appointed juvenile respondents no later than the end of the first working day after the date on which the attorney is appointed and will interview the juvenile respondent as soon as practicable after the attorney is appointed - within 24 hours of appointment.
Objective 6: Juvenile public defenders are to make contact with the juvenile respondent's family to ~~determine if bond can be made to~~ secure immediate release of the respondent- within 24 hours of initial visit with respondent where appropriate.
~~**Objective 7: Juvenile public defenders are to file writs of habeas corpus to request bond reductions for juvenile defendants to secure immediate release from custody – within 24 hours of initial contact.**~~
Objective 8: Juvenile public defenders are to contact the arresting agency to push for immediate submission of offense reports with the district attorney's office to expedite the filing and disposition of cases - ongoing.
Objective 9: Juvenile public defenders are to contact court staff when criminal charges are formally placed on juvenile respondents to request immediate hearing dates to expedite the disposition of cases - ongoing.
Objective 10: Conduct a survey of judges to determine the opinion of the quality of representation by juvenile public defenders - annually.
Objective 11: Reduce the average number of days juvenile offenders are spending in the Hidalgo County juvenile detention center - ongoing.
Objective 12: Reduce the amount of funds paid out for court appointed attorneys on juvenile cases - ongoing.
Objective 13: Reduce the amount of days from appointment to disposition for juvenile respondents appointed to the juvenile public defender's office - ongoing.
Objective 14: Provide quality representation to indigent juvenile respondents - ongoing.
Objective 15: Act as a resource to the local defense bar to raise the level of juvenile representation for all respondents requesting court appointed representation.

e. Methodology or Project Design (Activities)

1) Immediately upon notice that the county has been awarded the grant, an advisory oversight board (Oversight Board) will be created to oversee the formation of the public defender's office - juvenile section. The Oversight Board will consist of a representative from the Hidalgo County Board of Judges, Hidalgo County Judge's Office, Hidalgo County Commissioner's Court, and a member of the local defensive bar. The Oversight Board will be responsible for advising and approving internal office policies and procedures to govern the office, including polices prescribing the methods of intake and referral or cases from the courts.
2) The Hidalgo County Chief Public Defender, by incorporating established office policies from the HCPDO and the Travis County Juvenile Public Defender's Office, shall develop internal policies and procedures to be approved by the Oversight Board no later than September 1, 2011.
3) The Hidalgo County Public Defender's Office currently has in use a case management system called Defender Data. Defender Data provides attorneys the ability to write case notes, attach written, audio and video work product to specific case files, and assists in tracking motion and trial deadlines. Defender Data also has the ability to track case appointments, dispositions, hours worked per case, etc . . . that demonstrates the productivity and cost effectiveness of the Hidalgo County Public Defender's Office. Defender Data will be modified and expanded to allow for similar uses within the juvenile section no later than September 1, 2011.
4) The Hidalgo County Chief Public Defender shall meet with public defenders from other Texas counties operating a juvenile public defender's office to research on office procedures, troubleshooting future problems that may arise and to borrow established pre-trial/ trial motions, case law and briefs for its personal juvenile law bank by September 1, 2011.
5) The HCPDO - Juvenile section will supplement the current attorney appointment wheel rotation system at a rate determined by vote of the district and statutory county courts. A written policy will be developed that includes caseload standards for each attorney. In developing caseload standards, nationally recognized standards and standards used by the other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review caseload status at least quarterly.
6) The Chief Public Defender shall ensure the acquisition of vacant office space adjacent to the HCPDO, so that the juvenile section will have adequate space to perform its duties no later than October 1, 2011.
7) The Chief Public Defender shall purchase all necessary equipment and office supplies to ensure that the juvenile section is fully

operational by November 1, 2011.

8) The Chief Public Defender shall hire needed assistant juvenile public defenders and staff so that they can begin employment on or about December 1, 2011.
9) The HCPDO - Juvenile section shall begin accepting juvenile case appointments no later that December 1, 2011, and provide quality defense services in those cases as needed.
10) The Chief Public Defender shall provide quarterly written status updates to the Oversight Board beginning in January 2012 detailing the number of cases assigned to the office (total and active), the dispositions of any cases assigned to the office, status of staffing in the office, and any other relevant information.

f. Evaluation

TASK	DEFINITION	MEASURE
Establish Oversight Board	Representatives from Board of Judges, County Judge's Office, County Commissioner's Court, and a local member of the defense bar	Report the date of the first oversight board meeting. E-mail to Commission any resolutions that establish the oversight board or define its role. E-mail names and contact information of committee members.
Job Descriptions completed	Job descriptions for each position in the office will be completed using Hidalgo County's existing HR process.	Date approved by Oversight Board.
Staff Hired	(2) assistant juvenile public defenders and an administrative assistant	Report indicating when each position is filled.
Software Setup	Setup case management and monitoring system	Date software is functional.
Policy and Procedures complete and training to staff	A policy and procedure manual to identify basic office procedures, how the office will function and various staff roles	Date manual distributed to staff and staff trained.
Office Setup	The Oversight Board and HCPDO will make assessments of office needs and select sites for the office through normal county processes. County will purchase with grant funds, the equipment, software, and supplies to operate office.	Report date office set-up is completed.
Performance Measures Method	Establish method to collect data for referrals and performance measures. Identify and create standard reports for quick submission to Commission.	Report the date the performance measure tracking method is complete.
Commence representation	The PD office receives referrals of cases from Hidalgo County Indigent Defense Office and/or from courts.	Report the date the first respondent's case is accepted.
OUTPUTS		
Department Caseload	The number of active cases assigned to the HCPDO - juvenile section on the last business day of each month.	Monthly report detailing the department caseload.
Department Cases Disposed	The total number of cases closed during each month.	Monthly report detailing the number of disposed cases.
Average Caseload Summary	The department caseload divided by the number of attorneys assigned by the PD on the last business day of each month.	Report average caseload for all attorneys by month.
Average Cost per Case by PDO	The annual budget for the PDO - juvenile section, plus attorney's fees, divided by the annual disposed cases.	Report the average cost per case by year.
Percentage of total juvenile cases filed that are assigned to the PDO	The number of cases assigned annually to the PDO divided by the total number of juvenile cases filed	Report the percentage of cases assigned to the PDO Report the number of cases that were conflicts or that retained private counsel
Average cost per case by assigned counsel	For any cases assigned outside of the PDO, the total cost for counsel divided by the number of cases disposed by those private	Report the average cost per case by year.

	counsel.	
OUTCOMES		
Days from appointment to first contact with respondent	The number of days from the date the order of appointment is received until a personal visit is made with the respondent	Report the average number of days between receipt of the order of appointment to the personal visit with respondent. Report the number of cases where the initial visit is made more than 24 hours after the order of appointment is received.
Length of time between arrest and resolution of cases	The number of days between the arrest of the respondent and the disposition of the case assigned to the office; the number of days between the arrest of the respondent and release from jail	Report the number of days between arrest and resolution of case for each respondent, as well as the average length of time for all cases. Report the number of days between arrest and release from jail, as well as the average length of time for all cases.
Type of disposition of cases	The type of disposition (dismissal, guilty plea or jury trial) in each case assigned to PDO.	Report the number of: 1) dismissals; 2) guilty pleas pursuant to a plea agreement; 3) pre-trial diversion dismissals; 4) failure to appear warrants; 5) jury trials
Types of convictions	The type of conviction handed down in each case (if found guilty) assigned to the PDO.	Report the number of cases where the respondent was convicted. Report the number of cases where a respondent was convicted for a lesser offense.
Acquittals	Cases assigned to the office where the jury finds the respondent not guilty at guilt/innocence.	Report the numbers of cases where a respondent was found not guilty of any offense.
Type of Sentence	The type of sentence handed down in each case assigned to the office.	Report the sentence for each case assigned to the private defender where a sentence is imposed.
Survey of stakeholders	Create a simple survey to be given to judges in Hidalgo county. The survey should be conducted at the beginning of the grant period prior to services and annually thereafter. The survey should address the overall impressions of the quality of juvenile services from the PDO and from the private bar, as well as the financial impacts of such a case. Create a user survey to be distributed to clients of the office to gauge the overall satisfaction with representation.	Report any change between the pretest and post-test, as well as annual changes. Report level of client satisfaction with PDO representation.
Cooperate with Commission staff on other measures necessary to show an effective office.		To be determined.

g. Future Funding

Assuming that the office proves effective, Hidalgo County will attempt to continue funding the office out of general revenue after the grant period expires, in accordance with state law. In addition, assuming the success of the HCPDO juvenile section, Hidalgo County will explore increasing the percentage of cases assigned to the HCPDO via the juvenile wheel and will seek to expand the office to include all indigent defense cases.

h. Budget Narrative and Budget Form

~~Full Time Employees~~	~~Salary~~	~~Grade~~	~~Step~~	~~Fringe Benefits~~	~~Total~~
~~Juvenile Public Defender III~~	~~58,888.00~~	~~16.00~~	~~1~~	~~14,079.62~~	~~72,967.62~~

~~Juvenile Public Defender II~~	~~50,487.00~~	~~14.00~~	~~1~~	~~12,588.45~~	~~63,075.45~~
~~Intake Officer~~	~~31,025.62~~	~~8.00~~	~~0/1~~	~~9,134.05~~	~~40,159.67~~
~~Administrative Asst. I~~	~~22,804.99~~	~~4.00~~	~~0/1~~	~~7,674.89~~	~~30,479.88~~
~~Total Salaries~~	~~163,205.61~~			~~43,477.01~~	~~206,682.62~~

Travel and Training	Description	Amount
(2) Attorneys	15 CLE Hours	2,000.00
Intake Officer	Juvenile Training	1,500.00
~~Total~~		~~3,500.00~~

Position Title	Position Reclassification	Salary Oct. – Dec. '13	Salary Jan. – Sept. '14	Total Salary	Fringe Benefits Oct. – Dec. '13	Fringe Benefits Jan. – Sept '14	Total Fringe Benefits	TOTAL Salaries & Benefits
Public Defender III	Deputy Public Defender	20,399.56	60,271.44	80,671.00	4,996.49	16,280.77	21,277.26	101,948.26
Public Defender II	n/a	14,514.94	42,885.06	57,400.00	3,771.18	12,527.54	16,298.72	73,698.72
Social Worker	n/a	10,438.62	30,841.38	41,280.00	3,014.95	10,282.19	13,297.14	54,577.14
Administrative Assistant I	Administrative Assistant II	6,552.46	19,359.54	25,912.00	2,285.11	8,042.58	10,327.69	36,239.69
TOTAL		51,905.58	153,357.42	205,263.00	14,067.73	47,133.08	61,200.81	266,463.81

Timeline for Reporting and Fund Distribution

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2014 through December 2014	Budget Status Report Progress report	January 15, 2015	January 2015
January 2015 through March 2015	Budget Status Report Progress report	April 15, 2015	April 2015
April 2015 through June 2015	Budget Status Report Progress report	July 15, 2015	July 2015
July 2015 through September 2015	FINAL Expense Report Final Progress Report and Conclusion. Delivery of Final Product and Demonstration	November 14, 2015	November 2015

DATE: September 8, 2014

2014
Appropriation

DEPARTMENT HEAD: Jaime E. Gonzalez

DEPARTMENT NAME: Public Defender's Office

ACCOUNT NUMBER: 4-1282-412-30-085-004-5-xxx

Contact Person: Patti Loya **Ph#:** (956) 292-7040 ext. 5433

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
	PERSONNEL		
4-1282-412-30-085-004-5-113	Public Defender's Juvenile Section	Regular full-time Employees	205,263.00
	FRINGE BENEFITS		
4-1282-412-30-085-004-5-115	Public Defender's Juvenile Section	Longevity	540.00
4-1282-412-30-085-004-5-211	Public Defender's Juvenile Section	Health Insurance	23,352.96
4-1282-412-30-085-004-5-212	Public Defender's Juvenile Section	Life Insurance	150.24
4-1282-412-30-085-004-5-220	Public Defender's Juvenile Section	FICA	15,597.31
4-1282-412-30-085-004-5-230	Public Defender's Juvenile Section	Retirement	20,198.47
4-1282-412-30-085-004-5-250	Public Defender's Juvenile Section	Unemployment Comp	1,057.75
4-1282-412-30-085-004-5-260	Public Defender's Juvenile Section	Workers' Comp.	304.27
	TRAINING & TRAVEL		
4-1282-412-30-085-004-5-583	Public Defender's Juvenile Section	Out-of County Travel	4,000.00
4-1282-412-30-085-004-5-584	Public Defender's Juvenile Section	Registration fees	1,100.00
	SUPPLIES		
4-1282-412-30-085-004-5-550	Public Defender's Juvenile Section	Printing & Binding	300.00
4-1282-412-30-085-004-5-601	Public Defender's Juvenile Section	Office & Computer Supplies	2,000.00
4-1282-412-30-085-004-5-640	Public Defender's Juvenile Section	Reference Materials	980.00
4-1282-412-30-085-004-5-810	Public Defender's Juvenile Section	Membership Dues	720.00
	CONTRACT SERVICES		
4-1282-412-30-085-004-5-342	Public Defender's Juvenile Section	Information & Credit Services	3,962.00
4-1282-412-30-085-004-5-780	Public Defender's Juvenile Section	Capital Lease	2,638.00
		TOTAL APPROPRIATION	**282,164.00**
4-1282-334-10-085-004-5-000	Public Defender's Juvenile Section	Revenue	79,946.00
4-1282-391-01-000-100-5-000	Transfers In -	General Fund **(DO NOT POST)**	202,218.00
4-1100-491-01-000-282-5-891	Transfers Out -	Designated Purp Lvl 2 **(DO NOT POST)**	202,218.00
		TOTAL REVENUE	**282,164.00**
		TOTAL BUDGET INCREASE (DECREASE)	

REASON: To appropriate the FY15 Public Defenders'- Juvenile Section grant award in the amount of $79,946.00 and local match in the amount of $202,218.00. Grant period is from 10/01/2014 to 09/30/2015 (Year 4 of 4 - last year)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: September 19, 2014

2014
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PUBLIC DEFENDER'S OFFICE- JUVENILE SECTION

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
4-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(56,433.00)
TO:			
4-1100-491-01-000-282-5- 891	TRANSFERS OUT-	GRANTS LVL 2	56,433.00
4-1282-391-01-000-100-5- 000	TRANSFERS IN-	GENERAL FUND	56,433.00
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND A PORTION OF THE CASH MATCH GRANT REQUIREMENTS. CASH MATCH WAS UNDERFUNDED AS PER THE INFORMATION PROVIDED TO DBM BY THE AUDITOR'S OFFICE DURING 2014 BUDGET PROCESS. THE BUDGETED AMOUNT IS 145,785.00 AND THE CORRECT CASH MATCH AMOUNT IS $202,218.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Hidalgo County

Department of Budget & Management

2014 Salary Schedule

COMMISSIONERS COURT

1282-412-30-085-004-5

PUBLIC DEFENDER - JUVENILE SECTION

Slot #	Obj Code	Position Title	2013 Budgeted Salary	2014 Adjusted Salary	2014 Base Salary	% Inc	Amount Increase	Other Adjustment	2014 Budgeted Salary	2014 Actual Salary	Other Allownaces					2014 Total Actual Compensation
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	PUBLIC DEFENDER III	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$480.00	$0.00	$0.00	$0.00	$0.00	$61,135.00
G002	113	PUBLIC DEFENDER II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,002.00
G003	113	SOCIAL WORKER	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
G004	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
		Totals	$178,024.00	$0.00	$178,024.00		$0.00	$0.00	$178,024.00	$178,024.00	$480.00	$0.00	$0.00	$0.00	$0.00	$178,504.00

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

2014 SEP 22 AM 10:15
HIDALGO COUNTY
BUDGET OFFICE

September 19, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Indigent Defense Commission. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$79,946.00	Award No. 212-25-D09 Hidalgo County Public Defender's Office – Juvenile Section

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/19/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-46359 **WIC 18. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC ADM Grant (1292):

1. Approval to accept the FY 2015 WIC Adm Grant award in the amount of $10,983,089.00 commencing October 1, 2014 - September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY2015 commencing October 1, 2014 September 30, 2015.
3. Approval of Certification of Revenues in the amount of $10,270,000.00 as certified by the County Auditor for the FY 2015 WIC Admin Grant.
4. Approval of appropriation of funds in the amount of $10,270,000.00 for the FY2015 WIC Adm Grant.
5. Approval of the following personnel actions:

Action	*Slot#*	*Position Title*	*Current/Proposed Budgeted Salary*
Delete	0018	Nutritionist I	$41,280.00
Delete	0058	Clerk V	$35,391.00
Delete	0094	Courier	$27,881.00
Delete	0122	Clerk II	$23,864.00
Delete	0128	Clerk II	$23,864.00
Delete	0133	Clerk I	$19,121.00
Delete	0150	Clerk I	$19,199.00
Delete	0153	Clerk I	$19,121.00
Delete	0154	Clerk II	$23,083.00
Delete	0157	Clinic Aide II	$23,083.00
Delete	0173	Clerk I	$19,121.00
Delete	0190	Custodian I	$23,807.00
Delete	0218	Nutritionist I	$41,280.00
Create	0248	Clinic Manager	$44,583.00
Create	0249	Clinic Manager	$44,583.00

6. Approval of the FY2015 WIC Adm Grant salary schedule.

WIC BF Grant (1292):

1. Approval to accept the FY 2015 WIC BF Peer Counselor Grant award in the amount of $799,302.00 commencing October 1, 2014 - September 30, 2015 pending receipt contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2015 commencing October 1, 2014- September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2015 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds for the FY2015 WIC BF Peer Counselor Grant.
5. Approval of the FY 2015 the WIC BF Peer Counselor Grant salary schedule.

Registered Dietician (1292):
1. Approval to accept the FY 2015 WIC: Registered Dietician Grant award in the amount of $57,255.00, commencing October 1, 2014 - September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Registered Dietician Program for FY 2015 commencing October 1, 2014 - September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY2015 WIC Registered Dietician Grant.
4. Approval of appropriation of funds for the FY 2015 WIC Registered Dietician Grant.
5. Approval of the FY 2015 WIC Registered Dietician Grant salary schedule.

Lactation Services Grant (1292):
1. Approval to accept the FY 2015 WIC Lactation Services Grant in the amount of $80,000.00, commencing October 1, 2014- September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Services Program for FY2015 commencing October 1, 2014- September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY2015 WIC Lactation Services Grant.
4. Approval of appropriation of funds for the FY 2015 WIC Lactation Services Grant.
5. Approval of the FY2015 WIC Lactation Services Grant salary schedule.

WIC Obesity Grant (1292):
1. Approval to accept the FY 2015 WIC Obesity Prevention Grant in the amount of $20,000.00, commencing October 1, 2014- September 30, 2015 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Obesity Prevention Program for FY 2015 commencing October 1, 2014 - September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2015 WIC Mini Obesity Prevention Grant.
4. Approval of appropriation of funds for the FY2015 WIC Mini Obesity Prevention Grant.

WIC Lactation Service Center Grant (1292):
1. Approval to accept the FY 2015 WIC: Lactation Service Center Grant in the amount of $275,000.00, commencing October 1, 2014- September 30, 2015, pending receipt of contract documents.
2. Requesting authorization to continue the provision of the WIC Lactation Service Center Grant for FY 2015 commencing October 1, 2014 - September 30, 2015.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2015 WIC Lactation Service Center Grant.
4. Approval of appropriation of funds for the FY2015 WIC Lactation Service Center Grant.
5. Approval of the FY2015 WIC Lactation Service Center Grant salary schedule.

BACKGROUND

Budget represents 100% funding from the Texas Department of State Health Services for full grant cycle.

No County Match-State Funds.

WIC ADMIN Budget Amendment 4.1292.441.00.350.001.5.XXX
BF Budget Amendment 4.1292.441.00.350.002.5.XXX
RD Budget Amendment 4.1292.441.00.350.012.5.XXX
Lactation Amendment 4.1292.441.00.350.013.5.XXX
Obesity Prevention Budget Amendment 4.1292.441.00.350.015.5.XXX
Lactation Service Center Budget Amendment4.1292.441.00.350.017.5.XXX

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4.1292.441.00.350.001.5.XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $10,270,000.00

WIC ADMINISRATION REVENUES 4-1292-331-12-350-001-5-000

No County Match- 100% State Funding.

FISCAL YEAR: 2015 **ACCT. #:** 4.1292.441.00.350.002.5.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $799,302.00 for WIC BF Peer Counselor.

WIC B/F Program Revenues 4-1292-331-12-350-002.5.000

No County Match - 100% State Funding.

FISCAL YEAR: 2015 **ACCT. #:** 4.1292.441.00.350.012.5.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $57,225.00 for Registered Dietitian.

WIC Registered Dietitian Program Revenues 4-1292-331-12-350-012-5-000

No County Match- 100% State Funding.

FISCAL YEAR: 2015 **ACCT. #:** 4.1292.441.00.350.015.5.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $20,000.00 for the FY2015 WIC Mini Obesity.

WIC MINI OBESITY -REVENUES 4-1292-331-12-350-015-5-000

No County Match- 100% State Funding.

FISCAL YEAR: 2015 **ACCT. #:** 4.1292.441.00.350.013.5.XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $80,000.00 for WIC Lactation Services.

WIC LACTATION-REVENUES 4-1292-331-12-350-013-5-000

No County Match- 100% State Funding.

FISCAL YEAR: 2015 **ACCT. #:** 4.1292.441.00.350.017.5.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $275,000.00 for the FY15 WIC Lactation Service Center.

WIC LACTATION SERVICE CENTER-4-1292-331-12-350-017-5-000.

No County Match- 100% State Funding.

Attachments

WIC 2015 Contracts
Memo from DF
Salary Schedules
email from auditor's office
appropriations
PARforms,JOb Desc & Email from HR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/12/2014 09:14 AM
Human Resources	Diana Munoz	09/12/2014 02:32 PM
Budget & Management	Debbie Tamez	09/12/2014 03:02 PM
Rosalinda Cantu	Rosie Cantu	09/19/2014 05:37 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Margarita Gonzalez Started On: 09/04/2014

Final Approval Date: 09/19/2014

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

September 9, 2014

Ms. Norma L. Longoria, WIC Director
LA #12, Hidalgo County Health & Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

FY 2015 WIC contracts, effective dates October 1, 2014 through September 30, 2015, are currently being prepared and entered into our system. A breakdown of the total "not-to-exceed" is outlined in the table below. A copy of the contract will be sent to agencies for signature once all have been entered in late September.

In order to help your agency with budgeting, we have provided you with the following funding amounts:

Project	Project Contact	Initial Amount	Type of Allocation		
			Admin	NE	BF
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	**$10,983,089.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx,us (512) 341-4593	**$799,302.00**			X
Registered Dietitian	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$57,255.00**	X	X	X
Obesity Prevention	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$20,000.00**		X	
Lactation Services	*Tracy Erickson* tracy.erickson@dshs.state.tx.us (512) 341-4521	**$80,000.00**			X
Lactation Service Center	Tracy Erickson tracy.erickson@dshs.state.tx.us (512) 341-4521	**$275,000.00**			X
Total Contract "Not to Exceed" Amount		**$12,214,646.00**			

Please note that these are initial funding amounts. These amounts may be adjusted at any time during the contracting period. Your agency will be notified by Letter of Amendment for any adjustments to your funding. Letters of Amendments for the Dietetic Internship will be sent out separately at a later date.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* In order to capture all special project expenditures, continue to bill on a separate voucher even if you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

Remember to label each voucher with the specific project name you are billing for, as well as listing allocations to Administrative (Admin), Nutrition Education (NE) and Breast feeding (BF) costs. Vouchers without allocations listed will not be applied toward your NE or BF expenditures. Grants that may only be allocated to one category will be applied to that category without any need for allocations.

This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy. Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above. Questions concerning billing should be directed to Alisin Genfan at (512) 776-3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

Lindsay L. Rodgers

Lindsay Rodgers, Director
Nutrition Services Section

AG:klr

Special Projects

(August 27, 2014)

Note: Not all agencies are approved for all special projects. Please refer to cover letter.

Peer Counselor – This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences.

Please note: the peer counselor allocation in this contract is not your entire FY 2014 allocation. The State Agency will provide the second six months of funding once the contract is extended to a full year. This will happen through a contract amendment which will be sent out at a later date.

Allocations are made based upon the following criteria: number of pregnant and breastfeeding women served, retaining counselors established with previous discretionary funding, prevalence of serving rural and remote locations, and breastfeeding rates.

Registered Dietitian (RD) – Use this special funding for reimbursement of RD duties such as:

- Assisting with the Quality Assurance Program (i.e., ongoing evaluation of individual counseling, nutrition education classes, clinical procedures, etc.).
- Assisting with the implementation of Value Enhanced Nutrition Assessment (VENA).
- Providing staff training on nutrition-related topics and nutrition assessment procedures.
- Assisting with your local agency's WIC Certification Specialist Program.
- Developing and implementing a quality assurance program.
- Assisting with completion and application of the *Nutrition Education, Breastfeeding and Training Plan.*
- Providing high-risk individual counseling.
- Conducting facilitated discussion nutrition education classes.
- Consultation regarding the appropriate issuance of special formulas.
- Developing and implementing the Obesity Prevention Mini Grant.

Please note the following:

- All local agencies are required to have an RD on staff or on contract (*WIC Policy GA:14.0*).
- You must follow *Policy AC: 16.0 – Allowable Costs – Professional Contract Services*, when securing the services of an RD consultant via contract.
- Use a separate *State of Texas Purchase Voucher (form B-13)* to bill the state for RD services funded by this special allocation. Specify on the face of the voucher that this is reimbursement for an RD consultant or to defray the cost of a staff RD.
- Prior to contracting with the RD, the RD should provide you with a copy of his/her registration card from the Commission on Dietetic Registration. This is proof that the consultant is an RD.

The State Agency plans to reallocate any unused RD funds later this fiscal year. At that time, funds will be shifted from local agencies that have not used their funds to local agencies that need additional funding.

Obesity Prevention Mini Grant (OPMG) – OPMG funding may be used to pay for staff time and expenses related to the project as detailed in your accepted project budget. Please be advised that acceptance of your project does not relieve you of the responsibility to seek State Agency approval for a specific dollar threshold related to particular items if State Policy requires it.

Lactation Services – Funds are being provided to help your agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contract or regular WIC employees. You will be reimbursed for the following expenses:

- To reimburse local agencies for fees paid to:
  - Counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff.
  - Provide training to WIC staff, conduct special breastfeeding classes or support group sessions, or assist with WIC-sponsored workshops for health-care professionals.
- To reimburse local agency staff for fees paid to prepare for (i.e., study materials) or take the International Board of Lactation Consultant Examiners (IBLCE) exam. See www.iblce.org for more information.
- To pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra-large breast pump flanges, and supplemental nursing systems.
- To pay for staff reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools.
- To pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump. Examples include chairs, pillows, stools, side table, lamps, peer counselor desk and chair, and dividers for privacy.

Zimbra **norma.longoria@wic.co.hidalgo.tx.us**

WIC FY15 Funding

From : Deborah Fischer <deborah.fischer@auditor.co.hidalgo.tx.us>
Subject : WIC FY15 Funding
To : 'Norma Longoria' <norma.longoria@wic.co.hidalgo.tx.us>
Cc : 'Mague Gonzalez' <mague.gonzalez@wic.co.hidalgo.tx.us>, 'Linda Fong' <linda.fong@auditor.co.hidalgo.tx.us>, Minerva Diaz <m
<becky.luna@auditor.co.hidalgo.tx.us>

Good afternoon Norma,

Based on the participate rate of $11.49 as provided by Alisin Genfan (email attached) and on the historical average partici
$10,200,000. As you prepare your appropriation for the WIC FY 2015 funding, please limit the appropriation amount to $10,2

As the year progresses, if the WIC monthly program participants increase, you may request to release additional funding to

Thank you.

Deborah L Fischer
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670
Fax (956) 318-2577
deborah.fischer@auditor.co.hidalgo.tx.us

-----Original Message-----
From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 11, 2014 8:30 AM
To: 'Deborah Fischer'
Subject: WIC FY15 Funding Formula Rate

-----Original Message-----
From: Mague Gonzalez [mailto:mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Wednesday, September 10, 2014 10:31 AM
To: linda.fong@auditor.co.hidalgo.tx.us
Subject: Fwd: Delivery Status Notification (Failure)

as per your request.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

----- Forwarded Message -----
From: "Mail Delivery System" <MAILER-DAEMON@ironport.co.hidalgo.tx.us>
To: "mague gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
Sent: Wednesday, September 10, 2014 10:28:13 AM
Subject: Delivery Status Notification (Failure)

The following message to <linda.fong@auditor.co.hidalg.tx.us> was undeliverable.
The reason for the problem:
5.1.2 - Bad destination host 'DNS Hard Error looking up auditor.co.hidalg.tx.us (MX): NXDomain'

From : Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>
Subject : Fwd: FY15 Funding Formula Rate

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1292-441-00-350-001-5

AI - 46359

WIC ADM

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	
0001	112	WIC DIRECTOR	$101,228.00	$0.00	$101,228.00	0	$0.00	$0.00	$101,228.00	$101,228.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$103,028.00
0002	113	AREA COORDINATOR III	$71,759.00	$0.00	$71,759.00	0	$0.00	$0.00	$71,759.00	$71,759.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$73,079.00
0003	113	AREA COORDINATOR II	$65,566.00	$0.00	$65,566.00	0	$0.00	$0.00	$65,566.00	$65,566.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$66,706.00
0005	113	EXECUTIVE ASSISTANT II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$49,589.00
0008	113	REGISTERED DIETITIAN II	$52,306.00	$0.00	$52,306.00	0	$0.00	$0.00	$52,306.00	$52,306.00	$900.00	$0.00	$0.00	$0.00	$0.00	$53,206.00
0011	113	NUTRITIONIST II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$660.00	$0.00	$0.00	$0.00	$0.00	$48,809.00
0012	113	ACCOUNTANT IV	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$57,462.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$59,262.00
0013	113	REGISTERED DIETITIAN I	$49,887.00	$0.00	$49,887.00	0	$0.00	$0.00	$49,887.00	$49,887.00	$420.00	$0.00	$0.00	$0.00	$0.00	$50,307.00
0014	113	NUTRITIONIST I	$48,506.00	$0.00	$48,506.00	0	$0.00	$0.00	$48,506.00	$48,506.00	$780.00	$0.00	$0.00	$0.00	$0.00	$49,286.00
0017	113	LICENSED VOCATIONAL NURSE II	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$46,004.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$47,324.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0018~~	~~113~~	~~NUTRITIONIST I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0019	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$46,004.00	$780.00	$0.00	$0.00	$0.00	$0.00	$46,784.00
0020	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$46,004.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,604.00
0021	113	NUTRITIONIST I	$46,004.00	$0.00	$46,004.00	0	$0.00	$0.00	$46,004.00	$46,004.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,664.00
0022	113	LICENSED VOCATIONAL NURSE II	$45,616.00	$0.00	$45,616.00	0	$0.00	$0.00	$45,616.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0023	113	CLINIC MANAGER	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,803.00
0024	113	LICENSED VOCATIONAL NURSE II	$47,061.00	$0.00	$47,061.00	0	$0.00	$0.00	$47,061.00	$47,061.00	$960.00	$0.00	$0.00	$0.00	$0.00	$48,021.00
0025	113	CLINIC MANAGER	$44,794.00	$0.00	$44,794.00	0	$0.00	$0.00	$44,794.00	$44,794.00	$960.00	$0.00	$0.00	$0.00	$0.00	$45,754.00
0026	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$44,171.00	$420.00	$0.00	$0.00	$0.00	$0.00	$44,591.00
0027	113	LICENSED VOCATIONAL NURSE II	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$44,171.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$45,191.00
0028	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,243.00
0029	113	LICENSED VOCATIONAL NURSE II	$42,725.00	$0.00	$42,725.00	0	$0.00	$0.00	$42,725.00	$41,481.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,481.00
0030	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$44,171.00	$480.00	$0.00	$0.00	$0.00	$0.00	$44,651.00
0031	113	CLINIC MANAGER	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$47,163.00
0032	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$44,171.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,171.00
0033	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$300.00	$0.00	$0.00	$0.00	$0.00	$44,883.00
0034	113	CLINIC MANAGER	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,303.00
0035	113	NUTRITIONIST I	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0036	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0037	113	LICENSED VOCATIONAL NURSE II	$43,099.00	$0.00	$43,099.00	0	$0.00	$0.00	$43,099.00	$43,099.00	$840.00	$0.00	$0.00	$0.00	$0.00	$43,939.00
0039	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$42,977.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$44,117.00
0040	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$42,977.00	$900.00	$0.00	$0.00	$0.00	$0.00	$43,877.00
0041	113	LICENSED VOCATIONAL NURSE II	$42,977.00	$0.00	$42,977.00	0	$0.00	$0.00	$42,977.00	$42,977.00	$720.00	$0.00	$0.00	$0.00	$0.00	$43,697.00
0042	113	VENDOR LIASON	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$45,843.00
0044	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$480.00	$0.00	$0.00	$0.00	$0.00	$41,760.00
0045	113	WIC CRTFCTN SPECIALIST III	$39,696.00	$0.00	$39,696.00	0	$0.00	$0.00	$39,696.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00
0047	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,580.00
0048	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$38,254.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$39,514.00
0049	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$38,254.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$39,694.00
0050	113	WIC CRTFCTN SPECIALIST III	$38,254.00	$0.00	$38,254.00	0	$0.00	$0.00	$38,254.00	$38,254.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$40,054.00
0051	113	WIC CERTIFICATION SPECIALIST I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,045.00
0053	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$360.00	$0.00	$0.00	$0.00	$0.00	$41,640.00
0054	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0055	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1292-441-00-350-001-5

AI - 46359

WIC ADM

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	
0057	113	CLERK V	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$37,191.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0058~~	~~113~~	~~CLERK V~~	~~$35,391.00~~	~~$0.00~~	~~$35,391.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$35,391.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0059	113	CLERK V	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$36,891.00
0060	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$31,362.00
0061	113	CLERK III	$28,921.00	$0.00	$28,921.00	0	$0.00	$0.00	$28,921.00	$26,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,000.00
0062	113	CLERK IV	$32,939.00	$0.00	$32,939.00	0	$0.00	$0.00	$32,939.00	$32,939.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$34,739.00
0063	113	CLERK IV	$32,879.00	$0.00	$32,879.00	0	$0.00	$0.00	$32,879.00	$32,879.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$34,439.00
0064	113	CLERK IV	$32,804.00	$0.00	$32,804.00	0	$0.00	$0.00	$32,804.00	$32,804.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$34,304.00
0065	113	CLINIC AIDE III	$32,544.00	$0.00	$32,544.00	0	$0.00	$0.00	$32,544.00	$32,544.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$33,864.00
0066	113	CLERK IV	$30,785.00	$0.00	$30,785.00	0	$0.00	$0.00	$30,785.00	$30,785.00	$900.00	$0.00	$0.00	$0.00	$0.00	$31,685.00
0067	113	WIC CRTFCTN SPECIALIST II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$33,726.00
0068	113	WIC CRTFCTN SPECIALIST II	$31,552.00	$0.00	$31,552.00	0	$0.00	$0.00	$31,552.00	$31,552.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$32,572.00
0069	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,614.00
0070	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$31,662.00
0071	113	WIC CERTIFICATION SPECIALIST I	$30,850.00	$0.00	$30,850.00	0	$0.00	$0.00	$30,850.00	$30,850.00	$900.00	$0.00	$0.00	$0.00	$0.00	$31,750.00
0073	113	WIC CERTIFICATION SPECIALIST I	$30,683.00	$0.00	$30,683.00	0	$0.00	$0.00	$30,683.00	$30,683.00	$960.00	$0.00	$0.00	$0.00	$0.00	$31,643.00
0074	113	WIC CERTIFICATION SPECIALIST I	$30,683.00	$0.00	$30,683.00	0	$0.00	$0.00	$30,683.00	$30,683.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$31,943.00
0075	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$31,662.00
0076	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$31,782.00
0077	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$31,782.00
0078	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$660.00	$0.00	$0.00	$0.00	$0.00	$31,002.00
0079	113	WIC CERTIFICATION SPECIALIST I	$29,656.00	$0.00	$29,656.00	0	$0.00	$0.00	$29,656.00	$29,656.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,856.00
0080	113	WIC CERTIFICATION SPECIALIST I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0081	113	CLERK III	$29,040.00	$0.00	$29,040.00	0	$0.00	$0.00	$29,040.00	$29,040.00	$960.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
0082	113	CLINIC AIDE III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0083	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,854.00
0084	113	WIC CERTIFICATION SPECIALIST I	$29,696.00	$0.00	$29,696.00	0	$0.00	$0.00	$29,696.00	$29,696.00	$840.00	$0.00	$0.00	$0.00	$0.00	$30,536.00
0085	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,214.00
0086	113	MAINTENANCE III	$28,840.00	$0.00	$28,840.00	0	$0.00	$0.00	$28,840.00	$28,840.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,560.00
0087	113	CLINIC AIDE III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$27,835.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$29,035.00
0088	113	CLINIC AIDE III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$27,835.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$28,975.00
0089	113	WIC CERTIFICATION SPECIALIST I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$27,835.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,735.00
0090	113	CLERK III	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$27,835.00	$660.00	$0.00	$0.00	$0.00	$0.00	$28,495.00
0091	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0092	113	CLERK III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,884.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0094~~	~~113~~	~~COURIER~~	~~$27,881.00~~	~~$0.00~~	~~$27,881.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$27,881.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0095	113	CLINIC AIDE III	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$360.00	$0.00	$0.00	$0.00	$0.00	$27,284.00
0096	113	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,554.00
0097	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0098	113	CLINIC AIDE II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,563.00
0099	113	CLINIC AIDE II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$25,426.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$26,446.00
0100	113	CLERK II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$25,426.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,846.00
0101	113	CLINIC AIDE II	$25,426.00	$0.00	$25,426.00	0	$0.00	$0.00	$25,426.00	$25,426.00	$960.00	$0.00	$0.00	$0.00	$0.00	$26,386.00

HIDALGO COUNTY
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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0102	113	CLERK II	$24,826.00	$0.00	$24,826.00	0	$0.00	$0.00	$24,826.00	$24,826.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,546.00
0103	113	CLERK II	$24,693.00	$0.00	$24,693.00	0	$0.00	$0.00	$24,693.00	$24,693.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$25,713.00
0104	113	CLERK II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$24,645.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,365.00
0105	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0106	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
0107	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0108	113	CLERK I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$20,460.00	$300.00	$0.00	$0.00	$0.00	$0.00	$20,760.00
0109	113	CLINIC AIDE I	$19,199.00	$0.00	$19,199.00	0	$0.00	$0.00	$19,199.00	$19,199.00	$300.00	$0.00	$0.00	$0.00	$0.00	$19,499.00
0110	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$660.00	$0.00	$0.00	$0.00	$0.00	$24,524.00
0112	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
0113	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,603.00
0114	113	CLERK I	$19,199.00	$0.00	$19,199.00	0	$0.00	$0.00	$19,199.00	$19,199.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,199.00
0115	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0116	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$960.00	$0.00	$0.00	$0.00	$0.00	$24,824.00
0117	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,464.00
0118	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
0119	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
0120	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0121	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0122~~	~~113~~	~~CLERK II~~	~~$23,864.00~~	~~$0.00~~	~~$23,864.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,864.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0123	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,584.00
0124	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,584.00
0125	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$24,884.00
0126	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$22,303.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,603.00
0127	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,603.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0128~~	~~113~~	~~CLERK II~~	~~$23,864.00~~	~~$0.00~~	~~$23,864.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,864.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0129	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$780.00	$0.00	$0.00	$0.00	$0.00	$24,644.00
0130	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
0132	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0133~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$0.00~~	~~$19,121.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$19,121.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0134	113	CUSTODIAN II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0135	113	CUSTODIAN II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,584.00
0136	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$660.00	$0.00	$0.00	$0.00	$0.00	$24,524.00
0138	113	CLERK II	$23,864.00	$0.00	$23,864.00	0	$0.00	$0.00	$23,864.00	$23,864.00	$660.00	$0.00	$0.00	$0.00	$0.00	$24,524.00
0139	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0140	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
0141	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$24,103.00
0143	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
0144	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,683.00
0145	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,603.00
0146	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,083.00
0147	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1292-441-00-350-001-5

AI - 46359

WIC ADM

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	
0148	113	CLINIC AIDE II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$22,303.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,603.00
0149	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,623.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0150~~	~~113~~	~~CLERK I~~	~~$19,199.00~~	~~$0.00~~	~~$19,199.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$19,199.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0151	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0152	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
		APPROVAL TO DELETE THE FOLLOWING POSITIONS:														
~~0153~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$0.00~~	~~$19,121.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$19,121.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~0154~~	~~113~~	~~CLERK II~~	~~$23,083.00~~	~~$0.00~~	~~$23,083.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,083.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0155	113	CLERK II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,563.00
0156	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0157~~	~~113~~	~~CLINIC AIDE II~~	~~$23,083.00~~	~~$0.00~~	~~$23,083.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,083.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0158	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0159	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,603.00
0160	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,663.00
0161	113	CLINIC AIDE I	$21,935.00	$0.00	$21,935.00	0	$0.00	$0.00	$21,935.00	$21,935.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,355.00
0162	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0163	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0165	113	CLINIC AIDE II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$300.00	$0.00	$0.00	$0.00	$0.00	$22,603.00
0166	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,783.00
0167	113	CLERK I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$20,460.00	$300.00	$0.00	$0.00	$0.00	$0.00	$20,760.00
0168	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0169	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0170	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0171	113	CLINIC AIDE I	$21,935.00	$0.00	$21,935.00	0	$0.00	$0.00	$21,935.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0172	113	CLERK II	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,783.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0173~~	~~113~~	~~CLERK I~~	~~$19,121.00~~	~~$0.00~~	~~$19,121.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$19,121.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0174	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0175	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0176	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0177	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0179	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0180	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0181	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0182	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0185	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$11,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,901.00
0186	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$11,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,901.00
0187	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$9,560.50	$0.00	$0.00	$0.00	$0.00	$0.00	$9,560.50
0188	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$11,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,901.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0190~~	~~114~~	~~CUSTODIAN I~~	~~$23,807.00~~	~~$0.00~~	~~$23,807.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$23,807.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0191	114	CUSTODIAN I	$23,807.00	$0.00	$23,807.00	0	$0.00	$0.00	$23,807.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,818.00
0192	114	CUSTODIAN I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$10,234.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,234.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0193	114	CUSTODIAN I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$9,560.50	$0.00	$0.00	$0.00	$0.00	$0.00	$9,560.50
0194	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$9,561.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,561.00
0195	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$9,282.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,282.00
0196	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$9,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,083.00
0197	114	CUSTODIAN I	$21,129.00	$0.00	$21,129.00	0	$0.00	$0.00	$21,129.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,818.00
0198	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$44,171.00	$360.00	$0.00	$0.00	$0.00	$0.00	$44,531.00
0199	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$44,171.00	$360.00	$0.00	$0.00	$0.00	$0.00	$44,531.00
0200	113	AREA COORDINATOR I	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$57,462.00	$360.00	$0.00	$0.00	$0.00	$0.00	$57,822.00
0201	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,580.00
0202	113	LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0203	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0204	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0206	113	CLERK I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0207	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0209	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0210	113	CLINIC AIDE I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0211	113	CUSTODIAN I	$20,460.00	$0.00	$20,460.00	0	$0.00	$0.00	$20,460.00	$20,460.00	$360.00	$0.00	$0.00	$0.00	$0.00	$20,820.00
0212	113	REGISTERED DIETITIAN I	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
0213	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0214	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0215	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0216	113	NUTRITIONIST I	$44,171.00	$0.00	$44,171.00	0	$0.00	$0.00	$44,171.00	$43,584.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,884.00
		APPROVAL TO DELETE THE FOLLOWING POSITION:														
~~0218~~	~~113~~	~~NUTRITIONIST I~~	~~$41,280.00~~	~~$0.00~~	~~$41,280.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,280.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0219	113	COORDINATOR IV	$56,238.00	$0.00	$56,238.00	0	$0.00	$0.00	$56,238.00	$56,238.00	$600.00	$0.00	$0.00	$0.00	$0.00	$56,838.00
0221	113	NUTRITIONIST I	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,580.00
0222	113	CUSTODIAN II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0223	113	CLINIC AIDE I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0224	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0226	113	REGISTERED DIETITIAN I	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$300.00	$0.00	$0.00	$0.00	$0.00	$46,443.00
0227	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0228	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0231	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$600.00	$0.00	$0.00	$0.00	$0.00	$35,664.00
0234	113	CUSTODIAN II	$24,645.00	$0.00	$24,645.00	0	$0.00	$0.00	$24,645.00	$24,645.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,945.00
0235	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0236	113	CLERK I	$19,199.00	$0.00	$19,199.00	0	$0.00	$0.00	$19,199.00	$19,199.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,199.00
0238	114	CUSTODIAN I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,818.00
0239	113	CLERK I	$19,121.00	$0.00	$19,121.00	0	$0.00	$0.00	$19,121.00	$19,121.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,121.00
0240	113	ADMINISTRATIVE ASSISTANT III	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$36,204.00
0242	113	NUTRITIONIST II	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$480.00	$0.00	$0.00	$0.00	$0.00	$48,629.00
0244	113	CLERK IV	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,702.00
0246	113	PEER COUNSELOR MANAGER	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,634.00
0247	113	LACTATION SPECIALIST	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,129.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITIONS:														
0248	113	CLINIC MANAGER	$0.00	$44,583.00	$44,583.00		$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1292-441-00-350-001-5

AI - 46359

WIC ADM

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	
0249	113	CLINIC MANAGER	$0.00	$44,583.00	$44,583.00		$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$5,912,232.00	$89,166.00	$6,001,398.00		$0.00	$0.00	$6,001,398.00	$5,648,504.00	$98,100.00	$0.00	$0.00	$0.00	$0.00	$5,746,604.00

APPROVAL O T E ABOVE IG LIG TED PER ONNEL ACTION ARE PENDING CC APPROVAL.

Zimbra **norma.longoria@wic.co.hidalgo.tx.us**

WIC FY15 Funding

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us> Mon, Sep 15, 2014 10:45 AM
Subject : WIC FY15 Funding 2 attachments
To : Norma Longoria <norma.longoria@wic.co.hidalgo.tx.us>
Cc : Raymundo Eufracio <ray.eufracio@auditor.co.hidalgo.tx.us>, 'Deborah Fischer' <deborah.fischer@auditor.co.hidalgo.tx.us>, minerva diaz <minerva.diaz@auditor.co.hidalgo.tx.us>, Margarita Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>

Good Morning Norma,

Based on our review of the WIC Program's FY14 participation data (see table below), we estimate that the WIC Program will earn approximately $10,270,000 for FY15. Our estimate is based on the following factors:

- approximate average participation of 73,400 per month
- participation rate of $11.49 for FY15
- $150,000 estimated to be earned for extended hours

We will conduct another review once we have six months of actual participation data for FY15. At that time, if the monthly participation has exceeded our estimates, you may petition the County Auditor to certify additional funds.

Month	Participation	Extended Hours Amount
October	74,816	$ 13,108.32
November	73,906	11,677.88
December	72,890	11,825.00
January	73,757	13,147.21
February	73,597	12,063.30
March	73,683	12,535.57
April	72,971	12,188.45
May	72,862	14,030.50
June	73,106	12,376.02
July	73,347	13,000.00 estimated
August	73,000 (estimated)	12,500.00 estimated
September	73,000 (estimated)	12,500.00 estimated
Total	880,935	$150,952.25

Average	73,411	

Thank you.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Friday, September 12, 2014 10:18 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us; Linda Fong
Cc: Deborah Fischer; Minerva Diaz; Mague Gonzalez
Subject: Fwd: WIC FY15 Funding

FYI concerning WIC funding. Thanks

Norma L. Longoria, MS., LD
Hidalgo County WIC Program
Project 12
3105 W. University Drive
Edinburg, TX 78539
956-381-4646
956-380-4056 Fax

From: "Benny Jasso (DSHS)" <Benny.Jasso@dshs.state.tx.us>
To: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Sent: Friday, September 12, 2014 10:12:22 AM
Subject: RE: WIC FY15 Funding

Hey Norma,

In reading the email below I am assuming you are taking into account that you receive additional funding for PC, RD, LC, etc. which are billed on separate vouchers and you are only taking into account the main WIC grant (WIC Funding). However, in addition to the amount earned by your participant rate, you also earn additional funding for extended hours which should be included. This amount has historically been somewhere between $150,000.00 and $170,000.00.

Also, you may want to reevaluate the number you are using for average participation. Based on FY 2014 participation the number should be slightly higher and with the state wide outreach campaign we are anticipating that number to increase.

I have attached a copy of the initial funding letter. In calculating your FY2015 WIC Funding we used an average participation of 74,816 which I think more in line with the participation you saw in FY 2014. To prepare for the anticipated increase in participation we then added an additional 5% to that amount. We also included approx. $ 152,000.00 for extended hours. We have funded your regular WIC grant at $10, 983,089.00. That amount in addition with all the other special project funding give

DATE	9/22/2014
DEPART ENT EAD	NOR A LONGORIA
DEPART ENT NA E	IDALGO CO NTY IC DEPART ENT
ACCO NT N BER	4-1292-441-00-350-017-5- LACTATION ERVICE CENTER
BJECT	Budget A end ents In reases in A ordan e it Lo al Go ern ent Code, C a ter 111, u a ter C

onora le Co issioner s Court o idalgo Count

I ould like to re uest t e oll ing a end ents in reases to de art ent udget in a ordan e it Lo al Go ern ent Code, C a ter 111, u a ter C.

INCREA E OBJECT N BER	ACCO NT OBJECT NA E	A O NT
4-1292-441-00-350-017-5-113	Reg /T E lo ees	156,956.00
4-1292-441-00-350-017-5-114	Reg P/T E lo ees	10,083.00
4-1292-441-00-350-017-5-115	Longe it	600.00
4-1292-441-00-350-017-5-211	ealt Insuran e	29,313.00
4-1292-441-00-350-017-5-212	Li e Insuran e	188.00
4-1292-441-00-350-017-5-220	ICA	12,778.00
4-1292-441-00-350-017-5-230	Retire ent	17,622.00
4-1292-441-00-350-017-5-250	ne lo ent Co	995.00
4-1292-441-00-350-017-5-260	orkers Co	1,558.00
4-1292-441-00-350-017-5-412	Ca le / atellite TV	439.00
4-1292-441-00-350-017-5-441	Land Building Rentals	34,000.00
4-1292-441-00-350-017-5-531	Tele one	1,500.00
4-1292-441-00-350-017-5-532	ireless De i es	1,500.00
4-1292-441-00-350-017-5-581	Tra el In Count	2,000.00
4-1292-441-00-350-017-5-583	Tra el out o Count	2,000.00
4-1292-441-00-350-017-5-584	Registration ees	1,000.00
4-1292-441-00-350-017-5-622	Ele tri it	2,000.00
4-1292-441-00-350-017-5-640	Re eren e aterials	468.00
4-1292-331-12-350-017-5-000	IC La Center Re enue	275,000.00
	TOTAL ND BALANCE I PACT	275,000.00

REA ON A ro riate t e Y 2015 La tation er i e Center grant a ard or t e ull grant le.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED ✓ SEP 04 2014 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: NUTRITIONIST I

CURRENT SLOT. #: 018

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,280.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (41,280.00) (Net Change) RC

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ NO funding required. RC

HIDALGO COUNTY BUDGET OFFICE 2014 SEP 10 PM 1:14

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther Cortez HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CLERK V

CURRENT SLOT. #: 058

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Pc

Salary Amount: $ 35,391.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (35,391.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. Pc

HIDALGO COUNTY BUDGET OFFICE 2014 SEP 10 AM 11:04

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant position

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 PM 3:02

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED ✓ SEP 04 2014 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC **DATE:** 10-1-14

CURRENT POSITION TITLE: COURIER **CURRENT SLOT. #:** 094

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,881.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (27,881.00) RC (Net Change)

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. RC

HIDALGO COUNTY BUDGET OFFICE 2014 SEP 10 AM 11:43

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant position

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 8:11:35

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Lozano DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Estela sdfgsdfg Cortez /mg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	9/9/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CLERK II

CURRENT SLOT. #: 122

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 23,864.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (23,864.00) (Net Change) PC

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. PC

HIDALGO COUNTY BUDGET OFFICE 2014 SEP 10 AM 11:35

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant position

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:35

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CLERK II

CURRENT SLOT. #: 128

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 23,864.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (23,864.00) (Net Change) PC

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. PC

2014 SEP 10 AM 11:35
HIDALGO COUNTY
BUDGET OFFICE

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:35

1.	Norma Lerma DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther Cortez/kg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/9/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CLERK I

CURRENT SLOT. #: 133

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 19,121.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (19,121.00) (Net Change) Pc

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. Pc

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:35

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant position

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:05

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esperanza Canty sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED SEP 04 2014 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CLERK I

CURRENT SLOT. #: 150

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 19,199.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (19,199.00) (Net Change) pc

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. pc

HIDALGO COUNTY BUDGET OFFICE 2014 SEP 10 AM 11:35

POSITION Type:

Full Time Employee Object 113 ☒ X
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant position

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 PM 11:35

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CLERK I

CURRENT SLOT. #: 153

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 19,121.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (19,121.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required.

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11 35

POSITION Type:

Full Time Employee Object 113	X	Part Time Employee Object 114		
Full Time Temporary Object 121		Part Time Temporary Object 122		$ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant position

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

2014 SEP 10 AM 11:35
BUDGET OFFICE

1.	Norma Limon DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela Castañeda HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CLERK II

CURRENT SLOT. #: 154

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 23,083.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (23,083.00) (Net Change) PC

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. PC

2014 SEP 10 AM 11:35
HIDALGO COUNTY
BUDGET OFFICE

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts vAcant positim

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:35

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/3/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR sdfgsdfg	DATE 9.5.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/19/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC **DATE:** 10-1-14

CURRENT POSITION TITLE: CLINIC AIDE II **CURRENT SLOT. #:** 157

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 23,083.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (23,083.00) (Net Change) Pc

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. Pc

HIDALGO COUNTY BUDGET OFFICE
2014 SEP 10 AM 11 35

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant portion

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:35

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther Ortiz/ns sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	Jorge Salinas DEPARTMENT OF BUDGET & MANAGEMENT	9/9/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC **DATE:** 10-1-14

CURRENT POSITION TITLE: CLERK I **CURRENT SLOT. #:** 173

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 19,121.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (19,121.00) (Net Change) RC

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required. RC

2014 SEP 10 AM 11 35
HIDALGO COUNTY
BUDGET OFFICE

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. vacant positions

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:36

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Lozano DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE: CUSTODIAN I

CURRENT SLOT. #: 190805.00

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 23,807.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (23,807.00) Re (Net Change)

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding required - Re

2014 SEP 10 AM 11 36
HIDALGO COUNTY
BUDGET OFFICE

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. vacant position

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11 36

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC **DATE:** 10-1-14

CURRENT POSITION TITLE: NUTRITIONIST I **CURRENT SLOT. #:** 218

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,280.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ (41,280.00) Rc (Net Change)

HIDALGO COUNTY BUDGET OFFICE 2014 SEP 10 AM 11 36

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ No funding Required. Rc

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Budgetary cuts. Vacant position

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

sdfsdfsdf

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

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11:36

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther Cantu/MS sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC

DATE: 10-1-14

CURRENT POSITION TITLE:

CURRENT SLOT. #: 248

REQUESTED POSITION TITLE:
(For new positions or reclassifications) CLINIC MANAGER

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 44,583.00 (Proposed Budgeted Salary) $ ~~0~~ $44,583.00 PC (Net Change)

HIDALGO COUNTY BUDGET OFFICE 2014 SEP 10 AM 11 36

Position to be funded from one of the following:

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

☒ Other ~~FY 2015~~ O.K FY 2015

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☑ PC see attached email.
N/A	☐		

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

need a supervisor for clinic.

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

sdfsdfsdf

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

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

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11 36

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Edgar Cortez 9/11 sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

2014 SEP 10 AM 11 36
HIDALGO COUNTY
BUDGET OFFICE

HIDALGO COUNTY

CLINIC MANAGER

GENERAL DESCRIPTION

Oversee the operation of the Health Department Clinic. Supervise technically skilled public health employees and the required available resources in achieving short and long term goals and objectives of the departmental work group.

EXAMPLES OF WORK PERFORMED

Coordinates all clinic operations to ensure quality care for individuals

Performs professional and managerial level administrative tasks to plan and achieve departmental short-term goals and objectives; troubleshoots routine and special situations and follows through to resolution

Selects, hire, and trains or ensures training of clinic staff to achieve development

Evaluates job and personnel performance of staff; makes decisions or recommendations regarding hiring, promotions, compensation actions, disciplinary actions, demotions and terminations

Reviews ongoing tasks and projects of staff at the appropriate frequency level of review; provides guidance and support to employees in the performance of their duties

May review, recommend and/or implement policy and procedures changes to department and work group to improve efficiency; Allocates resources to most effectively and efficiently meet client needs; Establishes and maintains clinical and support service referral networks

Documents and maintains required records and statistics as it pertains to departmental and work group operations

Ensures compliance with any or all applicable laws, civil service rules, statutes, and regulations; Updates staff on applicable changes; Monitors adherence to funding requirements and guidelines; Coordinates internal and external audits; Ensures compliance with medical protocols and administrative policies and procedures

Prepares and monitors federal and State grant applications

Monitors, tracks and/or controls budgeted departmental expenditures

Performs direct client assessments and clinical support activities as necessary

Coordinates participation in research studies

Serves on Department committees including teams for bioterrorism preparedness and response capacities

May assume duties of departmental manager as directed

Performs all other related duties involved in the operation of the Public Health Department as assigned or required

GENERAL QUALIFICATION GUIDELINES

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11 03

Experience and Education

Bachelor of Science Degree in Nursing (BSN) required

Texas RN license

Three (3) years supervisory experience with One (1) year related nursing experience

Clinic management experience

Certificates, Licenses, Registrations

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

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

Knowledge, Skills, and Abilities

Knowledge of fundamental concepts, practices and procedures of field of public health Specialty

Knowledge of disease prevention and public health practices and budget and grant Administration

Supervisory skills

Organizational and customer service skills required

Must have interpersonal skills to relate well to customers and other agency personnel

Ability to communicate effectively (bi-lingual preferred), and ability to train others

May require interaction with other departmental supervisors and peers, patients, other

County agencies and staff, outside vendors or other professionals and community, state or federal agencies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11 36

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
BUDGET OFFICE
2014 SEP 10 AM 11 36

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 04 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 350/WIC **DATE:** 10-1-14

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 249

REQUESTED POSITION TITLE:
(For new positions or reclassifications) CLINIC MANAGER

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 44,583.00 (Proposed Budgeted Salary) $ ~~0~~ 44,583.00 RC (Net Change)

Position to be funded from one of the following:

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

☒ Other FY 2015

HIDALGO COUNTY
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POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

See attached email.

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

Need a supervisor for clinic

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

sdfsdfsdf

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

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

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

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HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma Longoria DEPARTMENT HEAD	9/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther Gutierrez sdfgsdfg HUMAN RESOURCES DIRECTOR	9.5.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	9/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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HIDALGO COUNTY

CLINIC MANAGER

GENERAL DESCRIPTION

Oversee the operation of the Health Department Clinic. Supervise technically skilled public health employees and the required available resources in achieving short and long term goals and objectives of the departmental work group.

EXAMPLES OF WORK PERFORMED

Coordinates all clinic operations to ensure quality care for individuals

Performs professional and managerial level administrative tasks to plan and achieve departmental short-term goals and objectives; troubleshoots routine and special situations and follows through to resolution

Selects, hire, and trains or ensures training of clinic staff to achieve development

Evaluates job and personnel performance of staff; makes decisions or recommendations regarding hiring, promotions, compensation actions, disciplinary actions, demotions and terminations

Reviews ongoing tasks and projects of staff at the appropriate frequency level of review; provides guidance and support to employees in the performance of their duties

May review, recommend and/or implement policy and procedures changes to department and work group to improve efficiency; Allocates resources to most effectively and efficiently meet client needs; Establishes and maintains clinical and support service referral networks

Documents and maintains required records and statistics as it pertains to departmental and work group operations

Ensures compliance with any or all applicable laws, civil service rules, statutes, and regulations; Updates staff on applicable changes; Monitors adherence to funding requirements and guidelines; Coordinates internal and external audits; Ensures compliance with medical protocols and administrative policies and procedures

Prepares and monitors federal and State grant applications

Monitors, tracks and/or controls budgeted departmental expenditures

Performs direct client assessments and clinical support activities as necessary

Coordinates participation in research studies

Serves on Department committees including teams for bioterrorism preparedness and response capacities

May assume duties of departmental manager as directed

Performs all other related duties involved in the operation of the Public Health Department as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor of Science Degree in Nursing (BSN) required

Texas RN license

Three (3) years supervisory experience with One (1) year related nursing experience

Clinic management experience

Certificates, Licenses, Registrations

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

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

Knowledge, Skills, and Abilities

Knowledge of fundamental concepts, practices and procedures of field of public health Specialty

Knowledge of disease prevention and public health practices and budget and grant Administration

Supervisory skills

Organizational and customer service skills required

Must have interpersonal skills to relate well to customers and other agency personnel

Ability to communicate effectively (bi-lingual preferred), and ability to train others

May require interaction with other departmental supervisors and peers, patients, other

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County agencies and staff, outside vendors or other professionals and community, state or federal agencies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

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- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

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

Re: PAR forms (AI-46359)- Creation of two (2) new Clinic Manager positions

From : Nereida Garza <nereida.garza@co.hidalgo.tx.us> Fri, Sep 19, 2014 10:31 AM
Subject : Re: PAR forms (AI-46359)- Creation of two (2) new Clinic Manager positions 1 attachment
To : Rosalinda Cantu <rosalinda.cantu@co.hidalgo.tx.us>

Hello Rosie,

In reviewing the other clinic mgr they would non exempt.

Should you have any questions or need additional information, please email or call me at 318-2660 ext. 4907.

Thank You!

Nereida Garza, Executive Assistant II
Hidalgo County Human Resources
208 West Cano
Edinburg, Texas 78539
Office: (956)318-2660
Fax: (956)318-2669
Email: nereida.garza@co.hidalgo.tx.us

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From: "Rosalinda Cantu" <rosalinda.cantu@co.hidalgo.tx.us>
To: "nereida garza" <nereida.garza@co.hidalgo.tx.us>
Cc: "Obdett Calzada" <obdett.calzada@co.hidalgo.tx.us>, "Diana M. Muñoz" <diana.munoz@co.hidalgo.tx.us>
Sent: Friday, September 19, 2014 9:06:13 AM
Subject: Fwd: PAR forms (AI-46359)- Creation of two (2) new Clinic Manager positions

Good morning Nereida,

I was just informed that Sylvia Rios is not in today. Can you please provide me with the following information.

Sincerely,

Rosalinda Cantu
Budget Analyst II
Department of Budget & Management- **Budget Division**
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us

From: "Rosalinda Cantu" <rosalinda.cantu@co.hidalgo.tx.us>
To: "Sylvia Rios" <sylvia.rios@co.hidalgo.tx.us>
Cc: "Obdett Calzada" <obdett.calzada@co.hidalgo.tx.us>
Sent: Friday, September 19, 2014 8:58:15 AM
Subject: PAR forms (AI-46359)- Creation of two (2) new Clinic Manager positions

Good morning Sylvia,

The PAR forms for the creation of two (2) new Clinic Manager positions are missing the FLSA exemption status. I can check that off myself, I just need confirmation from you on the appropriate status.

Sincerely,

Rosalinda Cantu
Budget Analyst II
Department of Budget & Management- **Budget Division**
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us

AI-46572 **WIC 18. B.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

Requesting approval to apply for the Community Based Solutions to Reduce Chronic Disease Project sponsored by NWA funding through the CDC. Deadline to complete online application is September 26, 2014.

BACKGROUND

NWA Information Packet

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NWA will only provide funding for 1.1 FTEs based on a Washington, DC annual salary of $60,000 and using the CNN Cost of Living Calculator http:Umoney.cnn.com/calculator/pf/cost-of-living/ to determine an equivalent salary in your area. Each community coalition will be steered by a 3-person leadership team that will consist of a newly-hired project coordinator or other WIC agency staff, an OB-GYN or other provider partner, and a WIC client or other patient advocate.
*County will have to provide funding for the difference, if any, depending on the number of positions approved.

NWA will also provide approximately an additional 20% of the salaries for benefits and an additional 15% of the salaries for other expenses for the 1.1 FTEs.
*County will have to provide for the estimated difference of 8.94% in fringe benefits. The 2015 County total of fringe benefit rates is projected to be 28.94% (based on 1 FTE).

Attachments

NWA Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 01:42 PM
Rosalinda Cantu	Rosie Cantu	09/19/2014 05:37 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Margarita Gonzalez Started On: 09/17/2014 05:36 PM

Final Approval Date: 09/19/2014

National WIC Association

2001 S Street NW, Suite 580
Washington, DC 20009-1165
☎ 202 232 5492 📠 202 387 5281
www.nwica.org

September 15, 2014

Dear Local WIC Agencies,

We are excited to share that the National WIC Association (NWA), in partnership with the American College of Obstetricians and Gynecologists (ACOG) has applied for CDC funding for local WIC agencies to play a leadership role in developing community-based solutions to reduce chronic disease burden. The project is expected to begin in October/November 2014. NWA would like to be prepared to move forward quickly in the event of an award. Therefore, we are soliciting applications from local WIC agencies to participate and will make selections within the next month when the award announcement is anticipated.

NWA believes that local WIC agencies in coordination with their state WIC agency are in a great position to play a leadership role in chronic disease prevention through policy, systems, and environmental (PSE) strategies. PSE strategies include but are not limited to:

- Increase policies and practices to support breastfeeding (e.g., health care, workplaces, childcare settings);
- Increase availability of local farmers' fruits and vegetables via farmer distribution agreements with nonprofit and for-profit organizations (e.g., work sites, hospitals, schools, other community settings) ;
- Increase availability of healthy foods in communities, including working with community partners to incentivize new grocery store development, expanding farmers markets, community and school gardens, small store initiatives, mobile vending carts, and restaurant initiatives;
- Promote purchase of fruits, vegetables, and other healthy foods through food assistance program incentives such as accepting EBT payments at Farmers' Markets and providing "Health Bucks" coupons to EBT users who purchase fruits and vegetables;
- Increase availability and affordability of healthy foods and beverages in institutional settings, workplaces, prisons, senior centers, childcare settings, and government facilities;
- Increase access to chronic disease preventive services and self-management programs (e.g., tobacco cessation support groups) in worksites and community settings ;
- Increase number of referrals to community-based resources and services for risk reduction and disease management (e.g., hypertension, diabetes, and obesity);
- Increase number and training of multi-disciplinary teams (i.e., physicians, pharmacists, community health workers); including core competency training for community health workers, cultural competence training for health care providers;
- Establish health IT systems to:

Theresa Landau, MS, RD, CDN — New York, Chair
Janet Jackson Charles, MSW — Washington, Chair-Elect
Jacqueline Marlette-Boras, MHS, RD — Maryland, Chair Emeritus
Diana Hoek, MS, RD, LDN — Massachusetts, Secretary
Stan Bien, MPA — Michigan, Treasurer
Rev. Douglas A. Greenaway — Washington, DC, President & CEO

- Collect data on populations bearing a disproportionate burden of chronic disease
- Provide feedback on quality of care across health care providers and health care organizations.

NWA also believes that additional community exposure and integration can help with client recruitment and retention as well as promote a positive WIC image to the general public. The community work that results from this project would also lay a foundation for agencies that are interested in exploring the expansion of nutrition and breastfeeding services to non-WIC clients through non-WIC funding streams.

If chosen for an award, NWA, over the course of the next 3 years, will be expected to fund and provide technical assistance to two cohorts of eighteen local WIC agencies for 2 years each in 11 target states to develop community coalitions, perform community needs assessments, and create 15-month community action plans of PSE strategies that target one or both of the following chronic disease risk factors: 1. poor nutrition, and 2. lack of access to chronic disease prevention, risk reduction, and management opportunities.

You are in one of the "target states" that were chosen based on state directors' expressed interest in support of the project and strong ACOG networks. Details of the grant opportunity and application information are attached.

NWA will be notified of the award by September 30th and will, in turn, notify agencies of their selection status by October 13th. We look forward to your participation. Meanwhile, if you have any questions, please feel free to contact Martelle Esposito at mesposito@nwica.org / 202.232.5492x107.

Sincerely,

Theresa Landau
Theresa Landau, MS, RD, CDN
Chair, Board of Directors

Rev. Douglas A. Greenaway
President & CEO

Martelle Esposito, MS, MPH
Project Director

Additional Project Information and Timeline

- If selected, CDC will provide grant funding to NWA between September 30, 2014 and September 30, 2017, pending availability of funds each year.
- Local agencies will apply to NWA for funding for their project, and selected agencies will receive and manage the funds for a 2-year project period.
- Eighteen agencies will be selected to begin the project in October/November 2014.
- Eighteen additional agencies will be selected to begin the project in October/November 2015 through another call for applications next year.
- NWA will provide training and technical assistance throughout the project.
- In partnership with NWA, ACOG and CDC, each local agency sub-recipient will spend 6-8 months developing a coalition, performing or enhancing a community needs assessment, and developing a 15-month community action plan with community partners included in the coalition.
- Each community coalition will be steered by a 3-person leadership team that will consist of a newly-hired project coordinator or other WIC agency staff, an OB-GYN or other provider partner, and a WIC client or other patient advocate.
- Each community coalition will focus efforts on implementing the community action plan over the course of the following 15 months and report evaluation measures, with the entire project lasting approximately 2 years.
- NWA will work with an Evaluation partner, who will also provide technical assistance support to the participating agencies.
- All three members of the leadership team are expected to attend an initial kick-off meeting in Atlanta in early December, 2014 at an NWA conference to present final findings, and a final end-of-project meeting in the 3rd year of the overall project. Travel funding will be provided.
- NWA will provide funding for each agency to support 1.1 FTEs along with 20% fringe benefits and 15 % for other project related expenses.
- State directors from all 11 target states have expressed support for their local agencies to engage in this project
- All agencies in all 11 target states that apply will be considered. We hope that agencies from the following target areas identified by your state directors as high need will consider participating:
    - 1) Georgia—Waycross and Albany;
    - 2) Illinois—Vermilion, Cass, Marion, St. Clair and the Southern 7 counties;
    - 3) Iowa—Southern part of state;
    - 4) Kansas—Sedgwick and Wyandotte counties;
    - 5) Louisiana—high poverty areas statewide, particularly in the north;
    - 6) Maryland—Baltimore City;
    - 7) Michigan—Detroit;
    - 8) New Jersey—Newark;
    - 9) Texas—high poverty areas statewide;
    - 10) Virginia—Southwest part of the state, Richmond and Tidewater area;

- 11) Oklahoma—Oklahoma City and Tulsa; plus an additional
- 12) Indian Tribal Organizations from any of the geographic states listed.

- Agency applicants must meet the following criteria to be considered for funding:
  - Agency is located in a target state;
  - Agency completes and submits an online application (see link below) and a separate itemized budget for the first year in Microsoft Word for salaries, fringe benefits, and expenses in the CDC budget format (See corresponding document also attached);
  - Agency describes its role in the community, demonstrating evidence of having a community network/partnerships (noted in online application);
  - Agency states willingness to serve as the convening member of a local multi-sector coalition that will conduct the community needs assessment and develop and implement a CAP (noted in online application);
  - Agency submits a letter of recommendation from its state director. (If needed, a model letter will be provided by NWA.)
- Priorities for selection are as follows:
  - At least one local agency from each state with preferences given to defined target areas;
  - At least one Indian Tribal Organization agency per year;
  - At-large agencies from target areas in target states;
  - Other agencies in target states located in high poverty, high racial/ethnic minority areas serving populations with high chronic disease prevalence;
- Agencies that meet the minimum criteria will be selected to participate in the order of the priority system outlined above.

How to apply:

If your agency would like to participate in the project during the first cohort that will begin in October/November 2014, please complete the following **by COB Friday, September 26th:**

1) **Complete this brief online application form.**
2) **Submit an itemized budget, using Microsoft Word and the formal CDC format (see corresponding document attached) to mesposito@nwica.org.**
   - Please note that if selected, NWA will provide funding for 1.1 FTEs based on a Washington, DC annual salary of $60,000 and using the CNN Cost of Living Calculator http://money.cnn.com/calculator/pf/cost-of-living/ to determine an equivalent salary in your area. You can choose how you want to break up the 1.1 FTEs. For example, hire a new full-time project coordinator with 100% and a supervisor with 10% funding.
   - NWA will also provide approximately an additional 20% of the salaries for benefits and an additional 15% of the salaries for other expenses for the 1.1 FTEs.
   - **Using the CDC format, be sure to include salaries, an itemized list of fringe benefits for each person, and an itemized list of supplies and other expenses.**
   - Travel budgets do not need to be included as NWA will discuss this with each agency separately.

- Budgets that run significantly over the suggested estimates will not be considered unless there are special circumstances. If necessary, please contact Martelle Esposito, mesposito@nwica.org for assistance.

Webinar:

NWA will host a **webinar on Tuesday, September 23rd at 3:30 p.m. – 4:30 p.m. Eastern**, during which the grant opportunity information, submission requirements and any relevant questions will be discussed before the **final applications due date of Friday, September 26th**. Please **register here** for the webinar.

Budget Preparation Guidelines
Procurement and Grants Office (PGO)

Preparing a budget can be one of the most confusing aspects of applying for a CDC grant or cooperative agreement. This document provides guidance for the preparation of a budget request and examples to help with the process. Adherence to this guidance will facilitate timely review and approval of a budget request.

Salaries and Wages

For each requested position, provide the following information: 1) name of staff member occupying the position, if available; 2) annual salary; 3) percentage of time budgeted for this program; 4) total months of salary budgeted; and 5) total salary requested. Also, provide a justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives.

Sample Budget

Position Title and Name	Annual Salary	Time	Months	Amount Requested
Project Coordinator Susan Taylor	*$45,000*	*100%*	*12 months*	*$45,000*
Finance Administrator John Johnson	*$28,500*	*50%*	*12 months*	*$14,250*
Outreach Supervisor (Vacant)*	*$27,000*	*100%*	*12 months*	*$27,000*
Total Personnel				**$86,250**

Sample Justification

The format may vary, but the description of responsibilities should be directly related to specific program objectives.

Job Description: Project Coordinator – (Susan Taylor)

This position directs the overall operation of the project including overseeing the implementation of project activities, coordination with other agencies, development of materials, provisions of service and training, collects, tabulates and interprets required data, program evaluation and staff performance evaluation. This individual is the responsible authority for ensuring reports and documentation are submitted to CDC. This position relates to all program objectives.

Fringe Benefits

Fringe benefits are usually applicable to direct salaries and wages. Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed.

Equipment

Equipment is defined as tangible, non-expendable personal property (including exempt property) that has a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. . However, in circumstances where your organization has a lower threshold, you may work with your CDC Grants Management Officer to establish a threshold that is consistent with your organization's policy.

All budget requests should individually list each item requested, and provide the following information: 1) number needed; 2) unit cost of each item; and 3) total amount requested. Also, provide a justification for the use of each item and relate it to specific program objectives. Maintenance or rental fees for equipment should be shown in the *Other* category.

Sample Budget

Item Requested	Number Needed	Unit Cost	Amount Requested
Computer Workstation	*2 ea.*	*$5,500*	*$11,000*
Computer	*1 ea.*	*$6,000*	*$6,000*
Total Equipment			**$17,000**

Sample Justification

The computer workstations will be used by the principal investigator and statistician to collect required data, perform data analysis, and generate reports. These computers will also support the daily operation of the project, routine correspondence, research, and electronic communication.

Supplies

Individually list each item requested, and provide the following information: 1) specify the type of item, as appropriate; 2) number needed; 3) unit cost of each item; and 4) total amount requested. If appropriate, General office supplies may be shown by an estimated amount per month times the number of months in the budget category. Also, provide a justification for the use of each item and relate it to specific program objectives.

Sample Budget

Item Requested	Type	Number Needed	Unit Cost	Amount Requested
Computer Workstation	*(Specify type)*	*3 ea.*	*$2,500*	*$7,500*
Word Processing Supplies	*(Specify type)*	*1 ea.*	*$400*	*$400*
Educational Pamphlets	*N/A*	*3,000 copies*	*$1*	*$3,000*
General Office Supplies	*Pens, pencils, paper*	*12 months*	*$20/month per person for 10 people*	*$2,400*
Total Supplies				**$19,900**

Sample Justification

Office supplies will be used by staff members to carry out daily activities of the program. The education pamphlets and videos will be purchased from Vendor X and used to illustrate and promote safe and healthy activities. Word Processing Software will be used to document program activities, process progress reports, etc.

Travel

Dollars requested in the Travel category should be for **recipient staff travel only**. Travel for consultants should be shown in the Consultant category. Travel for other participants (e.g., advisory committees, review panel, etc.) should be itemized as specified below and placed on the *Other* category.

For In-State Travel, provide a narrative justification describing the travel staff members will perform. List where travel will be undertaken, number of trips planned, who will be making the trips, and approximate dates. If mileage is to be paid, provide the number of miles and the cost per mile. If travel is by air, provide the estimated cost of airfare. If per diem/lodging is to be paid, indicate the number of days and amount of daily per diem, as well as the number of nights and estimated cost of lodging. Include the cost of ground transportation, when applicable.

For Out-of-State Travel, provide a narrative justification including the same information requested above. Include CDC meetings, conferences, and workshops, if required by CDC. Itemize Out-of-State Travel in the format described above for In-State Travel.

Sample Travel Budget

Travel (In-State and Out-of-State) Total $_____

Sample In-State Travel Budget

Travel (In-State): Total $_____

Number of Trips	Number of People	Cost of Airfare	Number of Total Miles	Cost per Mile	Amount Requested
1	*2*	*N/A*	*500 mi.*	*$0.27*	*$270*
25	*1*	*N/A*	*300 mi.*	*$027*	*$2,025*
Total					**$2,295**

Per Diem or Lodging	Number of People	Number of Units	Unit Cost	Amount Requested
Per Diem	*2*	*2 days*	*$37/day*	*$148*
Lodging	*2*	*1 night*	*$67/night*	*$134*
Total				**$282**

Sample In-State Travel Justification

The Project Coordinator and the Outreach Supervisor will travel to (location) to attend AIDS conference. The Project Coordinator will make an estimated 25 trips to local outreach sites to monitor program implementation.

Sample Out-of-State Travel Budget

Travel (Out of-State): Total $_____

Number of Trips	Number of People	Cost of Airfare	Number of Total Miles	Cost per Mile	Amount Requested
1	*1*	*$500*	*N/A*	*N/A*	*$500*

Per Diem or Lodging	Number of People	Number of Units	Unit Cost	Amount Requested
Per Diem	*1*	*3 days*	*$45/day*	*$135*
Lodging	*1*	*1 night*	*$88/night*	*$88*

Ground Transportation?	Number of People	Amount Requested
Yes	*1*	*$50*

Sample Out-of-State Travel Justification

The Project Coordinator will travel to CDC, in Atlanta, GA to attend the CDC conference.

Other

This category contains items not included in the previous budget categories. Individually list each item requested and provide appropriate justification related to the program objectives.

Sample Budget

Item Requested	Number of Months	Estimated Cost per Month	Number of Staff	Amount Requested
Telephone		$		$
Postage		$		$
Equipment Rental		$	*N/A*	$
Internet Provider Service		$	*N/A*	$
Total Other				$

Item Requested	Number Needed	Unit Cost	Amount Requested
Printing	___ *documents*	$	$

Sample Justification

For printing costs, identify the types and number of copies of documents to be printed (e.g., procedure manuals, annual reports, materials for media campaign).

Contractual Costs

Cooperative Agreement recipients must obtain written approval from CDC prior to establishing a third-party contract to perform program activities. Approval by CDC to utilize funds and initiate program activities through the services of a contractor requires the submission of the following information for each contract to CDC:

1. **Name of Contractor:** Identify the name of the proposed contractor and indicate whether the contract is with an institution or organization.
2. **Method of Selection:** State whether the contract is sole source or competitive bid. If an organization is the sole source for the contract, include an explanation as to why this institution is the only one able to perform contract services.
3. **Period of Performance:** Specify the beginning and ending dates of the contract.
4. **Scope of Work:** Describe the specific services/tasks to be performed by the contractor and relate them to the accomplishment of program objectives. Deliverables should be clearly defined.
5. **Method of Accountability:** Describe how the progress and performance of the contactor will be monitored during and on close of the contract period. Identify who will be responsible for supervising the contract.
6. **Itemized Budget and Justification:** Provide and itemized budget with appropriate justification. If applicable, include any indirect cost paid under the contract and the indirect cost rate used.

If the information described above is not known at the time the application is submitted, the information may be submitted later as a revision to the budget. Copies of the actual contracts should not be sent to CDC, unless specifically requested. In the body of the budget request, a summary should be provided of the proposed contacts and amounts for each.

Direct Costs

Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

Indirect Costs

To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application.

If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs

Local Agency Application for Community-Based Solutions to Reduce Chronic Disease Project

1. Please provide the following information.

Name:

Company:

Address:

Address 2:

City/Town:

State: -- select state --

ZIP:

Country:

Email Address:

Phone Number:

*2. Local Agency Name:

*3. Local Agency Address:

*4. Local Agency State:

*5. Local Agency Fax Number:

*6. Which type of business management structure is your parent agency?

Non-profit

Hospital

FQHC

County or city health department

Other, please specify

Other (please specify)

***7. How long do contracts for a new grant take to process and approve at your agency?**

1 week

2 weeks

3 weeks

4 weeks

5 weeks

6 weeks+

Other (please specify)

***8. Is your local agency located in one of these specific areas? If yes, mark which area. If no, please mark "no."**

No

Waycross or Albany, Georgia

Vermilion, Cass, Marion, St. Clair or one of the Southern 7 counties in Illinois

Southern part of Iowa

Sedgwick or Wyandotte counties in Kansas;

High poverty areas in Louisiana

Baltimore City, Maryland

Detroit, Michigan

Newark, New Jersey

High poverty areas in Texas

Richmond, Tidewater area, or Southwest part of Virginia

Oklahoma City or Tulsa, Oklahoma

An Indian Tribal Organization

***9. How many WIC clinics/sites does your agency have?**

10. Please list each clinic's/site's name, address, current participation, and clinic capacity (if available) in the space provided below. If you have too many clinics/sites to name here, please submit a separate document with this information to Martelle Esposito at mesposito@nwica.org

***11. Where will your project be targeted?**

Agency-wide

At one or more clinics/sites in a specific community or group of communities, please specify location(s) below

Locations:

***12. In 500 words or less, describe your WIC Program's role within your community, including your parent agency and any coordination you may have with other programs. Also briefly describe your partnerships, including relationships between WIC staff and participants and retailers as well as other community organizations.**

13. Please list any community public health initiatives or events that your WIC agency participates in. (For example, are you engaged in helping a hospital become baby-friendly? Do you participate in your local health fair or breastfeeding week /nutrition week activities? Do you talk to local employers about keeping a breastfeeding-friendly office/worksite?)

Powered by **SurveyMonkey**
Check out our sample surveys and create your own now!

AI-46299 **Colonia Access Program 19. A.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.#1 - Pct.#4 BCAP Round III (1312)
1. Approval to deobligate $1,516,747.90 from 3rd Call Border Colonia (Fund 1312).
2. Approval to appropriate $1,516,747.90 into 3rd Call Border Colonia (Fund 1312) for the following precincts in relation to Round III Colonia projects:

Pct.#1 BCAP Round III	$901,499.41
Pct.#2 BCAP Round III	$244,283.00
Pct.#4 BCAP Round III	$223,750.95
BCAP RIII Contingency Road Allocation	$147,214.54
TOTAL	$1,516,747.90

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

See attached expenditure report for funding available.

Deobligation and appropiation in the amount of 1,516,747.90

Misc. Revenue accounts: 4-1312-334-30-XXX-XXX-X-XXX

Attachments

Funding Agreement Amendment No.8
EXP REPORT 9-15-14
Application Havana Lomas Subdivision No.4
Application Havana Lomas Subdivision No.5
Application Heidelberg Subdivision
Application La Fuentes Subdivision
Application Lorenzana Subdivision
DEOBLIGATION
APPROPRIATIONS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/17/2014 08:17 AM
Manuel Chapa	Manuel Chapa	09/19/2014 04:48 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Marcie Jackson Started On: 09/03/2014 10:50 AM

Final Approval Date: 09/19/2014

Texas Department of Transportation

MEMO

August 29, 2014

To: Judy Sanchez
Pharr District

From: Susan Rossi
Contract Services Office

Subject: Executed Border Colonia Agreement
Local Government: Hidalgo County
Contract: 21-8BCF5001; Amendment #: 8
Log #: 11920

Attached is:

☒ The Local Government's fully executed original.

☐ A copy of the Local Government's fully executed original.

☐ Other: Executed Special Approval

Please keep a copy of the fully executed counterpart in your district file of record. If you have any questions, you may contact me at: 512-416-4644.

Thank you

County: Hidalgo
Contract No. 8BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT # 8

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" and Hidalgo County acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 – amended on the 15th day of January 2009, on the 17th day of March 2010, on the 13th day of August 2010, on the 20th day of June 2011, on the 1st day of November 2011, on the 21st day of March 2012, and on the 23rd day of August 2012 – to effectuate their agreement to establish a transportation program to construct access roads in the County; and,

WHEREAS, it has become necessary to amend the agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the County do agree to amend the agreement as follows:

AGREEMENT

I. Description of Amended items:

Article 3, Schedule, is deleted in its entirety and is replaced with the following:
Upon final execution of this Agreement, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not complete the Project by August 31, 2015, this agreement will be terminated in accordance with the provisions of Article 9, Termination.

Article 9, item c is deleted in its entirety and is replaced with the following:
Project is not completed by August 31, 2015.

Attachment B, Project Budget, is deleted in its entirely and replaced with Attachment B-1, which is attached to this amendment. This includes the addition of ten Allocation projects (applications for which were previously submitted to the State), and the deletion of five Allocation projects and one Competitive project as indicated below.

Projects added to 3rd Call Allocation

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Eligible Total Cost ($)
M1080642	Barboza Lopez No. 3	Repaving & Drainage	0.237	$145,063.55
M1080310	Havana Lomas #4	Repaving & Drainage	0.21	$133,600.95
M1080311	Havana Lomas #5	Repaving & Drainage	0.13	$90,150.00
M1080270	Flora Subdivision	Repaving & Drainage	0.227	$115,262.11
M1080314	Heidelburg Subdivision	Repaving & Drainage	1.483	$787,351.84

M1080411	La Fuentes Subdivision	Repaving & Drainage	0.356	$244,283.00
M1080394	La Pampa	Repaving & Drainage	0.246	$103,540.46
M1080422	Lorenzana Subdivision	Repaving & Drainage	0.196	$124,008.76
M1080894	Martin Subdivision	Repaving & Drainage	0.199	$108,513.02
M108691	Southern Valley Estates	Repaving & Drainage	0.231	$166,227.35

Projects deleted from 3rd Call Allocation

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Eligible Total Cost ($)
M1080215	DeAnda Subdivision	Paving & Drainage	0.12	($64,325.18)
M1080348	Jardin Terrace Subdivision	Paving & Drainage	0.28	($197,644.99)
M1080752	Trenton Terrace	Paving & Drainage	0.27	($275,840.00)
M1080779	Valley View Estates	Paving & Drainage	0.32	($144,923.34)
M1080790	Village Grove #2	Paving & Drainage	0.26	($42,407.91)

Projects deleted from 3rd Call Competitive

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Eligible Total Cost ($)
M1080780	Vereda Tropical	Repaving & Drainage	0.24	($144,967.18)

II. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement of behalf of the party they represent.

All other provisions of the original agreement not hereby amended remain in full force and effect.

IN WITNESSETH WHEREOF, THE STATE AND COUNTY have executed duplicate counterparts to effectuate this agreement.

THE COUNTY

Hidalgo County, Texas

By: Ramon Garcia

Ramon Garcia
County Judge

8/26/14
Date

APPROVED BY COMMISSIONERS' COURT ON: 8/12/14

THE STATE OF TEXAS

By: _____

Kenneth Stewart
Interim Director, Contract Services Office

08/28/14
Date

Attachment B-1

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Total Eligible Project Costs ($)
Third Call Allocation Eligible Project Costs				
M1080937	Aldamas Subdivision 1 & 2	Repaving & Drainage	0.61	$515,849.13
M1080055	Ariel Hinojosa Subdivision	Repaving & Drainage	0.25	$145,801.95
M1080855	Ash County	Repaving & Drainage	0.22	$130,305.35
M1080063	Balli Estates	Repaving	1.15	$536,612.27
M1080642	Barboza Lopez No. 3	Repaving & Drainage	0.24	$145,063.55
M1080079	Basham #14	Repaving & Drainage	0.38	$247,251.09
M1080082	Basham #18	Repaving & Drainage	0.25	$167,207.05
M1080111	Blue Star Enterprises #2	Repaving & Drainage	0.41	Cancelled
M1080120	Brenda Gay	Repaving & Drainage	0.24	$109,956.41
M1080141	Casa de los Vecinos	Repaving & Drainage	0.85	$538,247.12
M1080860	Chapa 2 (SL9)	Repaving & Drainage	0.63	$343,068.56
M1080148	Chapa North	Repaving & Drainage	0.25	$85,770.58
M1080149	Chapa South	Repaving & Drainage	0.25	$75,877.78
M1080154	Citriana Village	Repaving & Drainage	0.68	$485,669.96
M1080232	Colonia Boyce	Repaving	0.44	$134,547.58
M1080863	Colonia Esperanza #2	Paving & Drainage	0.30	$104,723.53
M1080181	Colonia Saenz	Repaving & Drainage	0.11	$67,018.91
M1080185	Colonia Whalen Road	Repaving & Drainage	0.22	$124,803.17
M1080215	De Anda Subdivision	Paving & Drainage	0.12	Cancelled
M1080234	Dude Hill #1	Repaving & Drainage	0.12	$124,085.00
M1080260	Engleman Estates	Repaving & Drainage	0.46	$199,561.53
M1080262	Esperanza Estates	Repaving & Drainage	0.24	$202,342.81
M1080270	Flora Subdivision	Repaving & Drainage	0.23	$115,262.11
M1080274	Foster Subdivision	Paving & Drainage	0.19	$111,108.00
M1080300	Hacienda De Los Vegas	Paving & Drainage	0.25	$112,510.43
M1080310	Havana Lomas #4	Repaving & Drainage	0.21	$133,600.95
M1080311	Havana Lomas #5	Repaving & Drainage	0.13	$90,150.00
M1080314	Heidelburg Subdivision	Repaving & Drainage	1.48	$787,351.84
M1080319	High Point Subdivision	Repaving	0.32	$121,186.80
M1080324	Hilda Subdivision #2	Repaving & Drainage	0.24	$182,020.00
M1080329	Hoehn Drive Subdivision	Repaving & Drainage	1.60	$457,022.63
M1080932	Indian Hills East	Repaving	2.96	Cancelled
M1080348	Jardin Terrace Subdivision	Repaving & Drainage	0.28	Cancelled
M1080362	L&P	Repaving & Drainage	0.24	Cancelled
M1080882	La Flor Estates	Paving & Drainage	0.19	Cancelled
M1080883	La Flor Gardens	Paving & Drainage	0.19	Cancelled
M1080411	La Fuentes Subdivision	Repaving & Drainage	0.36	$244,283.00
M1080380	La Homa Grove Estates	Repaving & Drainage	0.24	$155,225.67
M1080387	La Mesa Subdivision	Repaving & Drainage	0.32	$209,980.86
M1080388	La Milpa	Repaving & Drainage	0.15	$99,384.79
M1080394	La Pampa	Repaving & Drainage	0.25	$103,540.46
M1080397	La Suena	Repaving & Drainage	0.47	$357,599.36
M1080886	Laborsita	Paving & Drainage	0.11	$60,024.48
M1080401	Lakeview Subdivision	Paving & Drainage	0.71	$377,400.00
M1080406	Las Brisas	Repaving & Drainage	0.26	$177,500.00
M1080413	Las Milpas Subdivision	Paving & Drainage	0.25	$189,757.59
M1080421	Loma Linda Heights	Repaving & Drainage	1.28	$650,747.50
M1080422	Lorenzana Subdivision	Repaving & Drainage	0.20	$124,008.76

Attachment B-1

TWDB ID #	Colonia Name	Project Description	Project Length (mi)	Total Eligible Project Costs ($)
M1080423	Los Castillos Estates	Repaving	0.24	$81,524.23
M1080890	Los Encinos #1	Repaving & Drainage	0.09	$84,585.00
M1080891	Los Encinos #2	Repaving & Drainage	0.23	$217,905.03
M1080894	Martin Subdivision	Repaving & Drainage	0.20	$108,513.02
M1080895	Mary Ann	Repaving & Drainage	0.53	$248,468.66
M1080454	McColl Estates	Paving Drainage	0.24	$181,297.71
M1080896	McKee #1	Repaving & Drainage	0.24	$122,874.07
M1080461	Mid-Valley Estates	Repaving & Drainage	0.52	$234,850.95
M1080900	Morningside South	Repaving & Drainage	0.46	$360,783.93
M1080488	Munoz Estates	Repaving & Drainage	0.41	$398,950.21
M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$698,613.18
M1080587	Ramirez Subdivision	Repaving & Drainage	0.10	$46,753.53
M1080588	Ramirez Subdivision #2	Repaving & Drainage	0.10	$91,700.00
M1080589	Ramirez Subdivision #3	Repaving & Drainage	0.14	$105,650.00
M1080591	Ramon Leal Subdivision	Paving & Drainage	0.15	$86,117.90
M1080596	Rancho Escondido	Repaving & Drainage	0.56	$452,821.95
M1080600	Randolph Barnett #1	Repaving & Drainage	0.12	$94,203.03
M1080603	Rankin Subdivision	Repaving & Drainage	0.55	$579,387.84
M1080606	Regal Estates	Repaving & Drainage	0.24	$186,200.00
M1080657	Seminary Village Subd	Repaving & Drainage	0.27	$171,400.00
M1080687	South Palm Gardens Estates #1	Repaving	0.15	$58,759.11
M1080688	South Palm Gardens Estates #2	Repaving	0.12	$48,602.00
M108691	Southern Valley Estates	Repaving & Drainage	0.23	$166,227.35
M1080940	Sundown's Retirement Ctr	Repaving & Drainage	0.22	$209,765.74
M1080752	Trenton Terrace	Repaving & Drainage	0.27	Cancelled
M1080779	Valley View Estates	Repaving & Drainage	0.32	Cancelled
M1080790	Village Grove #2	Repaving	0.26	Cancelled
M1080804	Wes-Mer Subdivision	Repaving & Drainage	0.23	$89,676.17
Third Call Allocation Eligible Project Costs				
M1080014	Acevedo #4	Paving & Drainage	0.59	$427,658.55
M1080103	Bernal Heights #1	Paving & Drainage	0.16	$85,665.52
M1080220	Delta West Subdivision	Paving & Drainage	0.76	$355,568.53
M1080228	Diaz Subdivision	Repaving & Drainage	0.13	$64,595.18
M1080230	Dimas #3	Paving & Drainage	0.43	$295,549.13
M1080244	El Mesquite	Paving & Drainage	0.48	$242,451.12
M1080312	Havana	Paving & Drainage	0.21	$178,217.00
M1080385	La Homa Rd (South)	Paving & Drainage	0.25	$219,105.73
M1080460	Mesquite Acres Subdivision	Repaving & Drainage	0.26	$224,169.71
M1080465	Miller Resub Lot A	Paving, Repaving & Drainage	0.16	$3,792.99
M1080470	Monica Acres	Paving & Drainage	0.15	$108,697.53
M1080495	North Capisallo	Paving & Drainage	0.23	$109,000.95
M1080536	Palm Lake Estates #1	Repaving & Drainage	1.28	$197,849.00
M1080557	Pentecostal	Paving & Drainage	0.22	$211,207.38
M1080693	Southside Village	Paving & Drainage	0.36	$95,369.07
M1080727	Tiejerina Estates	Paving & Drainage	0.43	$275,158.33
M1080767	Val Bar Estates	Paving & Drainage	0.16	$105,750.00
M1080780	Vereda Tropical	Repaving & Drainage	0.24	Cancelled

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
000							
000							
4-1312-431-00-000-000-0-899	BCAP RIII-CONTINGENCY ROAD ALLOCATIO	837,240.83	.00	.00	.00	837,240.83	.00
4-1312-431-00-000-000-1-899	BCAP RIII-CONTINGENCY DRAINAGE ALLOCATIO	211,444.36	.00	.00	.00	211,444.36	.00
000		**1,048,685.19**	**.00**	**.00**	**.00**	**1,048,685.19**	**.00**
001							
4-1312-431-00-000-001-0-899	BCAP RIII-CONTINGENCY ROAD COMPETITIVE	84,238.07	.00	.00	.00	84,238.07	.00
4-1312-431-00-000-001-1-899	BCAP RIII-CONTINGENCY DRAINAGE COMPETITI	117,251.90	.00	.00	.00	117,251.90	.00
001		**201,489.97**	**.00**	**.00**	**.00**	**201,489.97**	**.00**
000		**1,250,175.16**	**.00**	**.00**	**.00**	**1,250,175.16**	**.00**
121 PRECINCT 1							
215							
4-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	1,235.07	.00	.00	.00	1,235.07	.00
4-1312-431-00-121-215-0-540	DE ANDA SUBDIVISION-ADVERTISING	600.00	.00	.00	.00	600.00	.00
215		**1,835.07**	**.00**	**.00**	**.00**	**1,835.07**	**.00**
220							
4-1312-431-00-121-220-1-312	DELTA WEST SUBDIVISION-INDIRECT COST	4,711.40	.00	.00	.00	4,711.40	.00
4-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	2,845.81	2,845.81	.00	.00	.00	100.00
4-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	8,152.53	8,152.53	.00	.00	.00	100.00
4-1312-431-00-121-220-1-540	DELTA WEST SUBDIVISION-ADVERTISING	600.00	.00	.00	.00	600.00	.00
4-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
4-1312-431-00-121-220-1-733	DELTA WEST SUBDIVISION-DRAINAGE DITCHES	41,600.00	.00	.00	.00	41,600.00	.00
220		**275,093.24**	**10,998.34**	**.00**	**.00**	**264,094.90**	**4.00**
230							
4-1312-431-00-121-230-1-334	DIMAS #2 & 3-ARCH & ENG SRV	5,458.98	.00	5,458.98	5,458.98	.00	100.00
4-1312-431-00-121-230-1-339	DIMAS #2 & 3-OTHER PROF SRV	7,314.38	.00	.00	.00	7,314.38	.00
4-1312-431-00-121-230-1-731	DIMAS #2 & 3-ROADS	2,800.99	.00	2,800.99	2,800.99	.00	100.00
4-1312-431-00-121-230-1-733	DIMAS #2 & 3-DRAINAGE DITCHES	1,012.74	.00	1,012.74	1,012.74	.00	100.00
230		**16,587.09**	**.00**	**9,272.71**	**9,272.71**	**7,314.38**	**55.90**
388							
4-1312-431-00-121-388-0-312	LA MILPA S/D-INDIRECT COST	2,682.22	.00	.00	.00	2,682.22	.00
4-1312-431-00-121-388-0-334	LA MILPA S/D-ARCH & ENG SRV	5,153.62	1,717.88	3,435.74	3,435.74	.00	100.00
4-1312-431-00-121-388-0-339	LA MILPA S/D-OTHER PROFESSIONAL SRV	2,407.89	2,407.89	.00	.00	.00	100.00
4-1312-431-00-121-388-0-540	LA MILPA S/D-ADVERTISING	1,400.00	.00	.00	.00	1,400.00	.00
4-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00
4-1312-431-00-121-388-0-733	LA MILPA S/D-DRAINAGE DITCHES	39,520.00	37,862.81	.00	.00	1,657.19	95.81
4-1312-431-00-121-388-0-899	LA MILPA S/D-CONTINGENCY	5,895.23	.00	.00	.00	5,895.23	.00
388		**95,623.96**	**41,988.58**	**3,435.74**	**3,435.74**	**50,199.64**	**47.50**
727							

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
121 PRECINCT 1							
727							
4-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
4-1312-431-00-121-727-1-312	TIJERINA ESTATES-INDIRECT COST	8,038.96	.00	.00	.00	8,038.96	.00
4-1312-431-00-121-727-1-334	TIJERINA ESTATES-ARCH & ENG SRV	23,810.90	.00	.00	.00	23,810.90	.00
4-1312-431-00-121-727-1-339	TIJERINA ESTATES-OTHER PROF SRV	7,578.20	7,578.20	.00	.00	.00	100.00
4-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00
4-1312-431-00-121-727-1-733	TIJERINA ESTATES-DRAINAGE DITCHES	111,307.45	80,604.16	.00	.00	30,703.29	72.42
4-1312-431-00-121-727-1-899	TIJERINA ESTATES-CONTINGENCY	19,053.73	.00	.00	.00	19,053.73	.00
	727	**274,944.54**	**88,182.36**	**.00**	**.00**	**186,762.18**	**32.07**
790							
4-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	337.95	.00	.00	.00	337.95	.00
	790	**337.95**	**.00**	**.00**	**.00**	**337.95**	**.00**
855							
4-1312-431-00-121-855-0-312	ASH COUNTY-INDIRECT COST	1,454.54	.00	.00	.00	1,454.54	.00
4-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	1,251.78	.00	1,251.78	1,251.78	.00	100.00
4-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	2,915.79	.00	1,318.65	1,318.65	1,597.14	45.22
4-1312-431-00-121-855-0-540	ASH COUNTY-ADVERTISING	600.00	.00	.00	.00	600.00	.00
4-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	2,284.32	32,799.53	32,799.53	27,354.65	56.19
4-1312-431-00-121-855-0-733	ASH COUNTY-DRAINAGE DITCHES	32,400.00	824.20	11,343.04	11,343.04	20,232.76	37.55
4-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	17,201.35	.00	.00	.00	17,201.35	.00
	855	**118,261.96**	**3,108.52**	**46,713.00**	**46,713.00**	**68,440.44**	**42.13**
	121 PRECINCT 1	**782,683.81**	**144,277.80**	**59,421.45**	**59,421.45**	**578,984.56**	**26.03**
123 PRECINCT 3							
014							
4-1312-431-00-123-014-1-540	ACEVEDO S/D #4-ADVERTISING	1,299.20	.00	.00	.00	1,299.20	.00
	014	**1,299.20**	**.00**	**.00**	**.00**	**1,299.20**	**.00**
141							
4-1312-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	9,511.20	.00	9,511.20	9,511.20	.00	100.00
4-1312-431-00-123-141-0-540	CASA DE LOS VECINOS-ADVERTISING	30.00	.00	.00	.00	30.00	.00
	141	**9,541.20**	**.00**	**9,511.20**	**9,511.20**	**30.00**	**99.69**
234							
4-1312-431-00-123-234-0-334	DUDE HILL #1-ENG & ARCH SRV	1,549.70	.00	1,549.70	1,549.70	.00	100.00
	234	**1,549.70**	**.00**	**1,549.70**	**1,549.70**	**.00**	**100.00**
312							
4-1312-431-00-123-312-1-540	HAVANA S/D-ADVERTISING	1,436.00	.00	.00	.00	1,436.00	.00
	312	**1,436.00**	**.00**	**.00**	**.00**	**1,436.00**	**.00**
348							
4-1312-431-00-123-348-0-334	JARDIN TERRACE SUBDIVISION-ENG & ARCH SR	18,457.42	.00	.00	.00	18,457.42	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
123 PRECINCT 3							
348							
348		**18,457.42**	**.00**	**.00**	**.00**	**18,457.42**	**.00**
536							
4-1312-431-00-123-536-0-334	PALM LAKE ESTATES #1-ENG & ARCH SRV	22,177.54	15,841.10	6,336.44	6,336.44	.00	100.00
4-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	23,543.68	23,543.68	.00	.00	.00	100.00
4-1312-431-00-123-536-0-540	PALM LAKE ESTATES #1-ADVERTISING	600.00	600.00	.00	.00	.00	100.00
4-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
4-1312-431-00-123-536-0-733	PALM LAKE ESTATES #1-DRAINGE DITCHES	202,072.00	.00	.00	.00	202,072.00	.00
4-1312-431-00-123-536-0-899	PALM LAKE ESTATES #1-CONTINGENCY	51,543.35	.00	.00	.00	51,543.35	.00
4-1312-431-00-123-536-1-540	PALM LAKE ESTS #1-ADVERTISING	600.00	600.00	.00	.00	.00	100.00
4-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
4-1312-431-00-123-536-1-733	PALM LAKE ESTS #1-DRAINGE DITCHES	56,627.00	.00	.00	.00	56,627.00	.00
536		**817,914.50**	**40,584.78**	**6,336.44**	**6,336.44**	**770,993.28**	**5.74**
587							
4-1312-431-00-123-587-0-334	RAMIREZ SUBDIVISION-ENG & ARCH SRV	1,727.20	.00	1,727.20	1,727.20	.00	100.00
4-1312-431-00-123-587-0-339	RAMIREZ SUBDIVISION-OTHER PROFESSNL SRV	2,082.47	.00	285.93	285.93	1,796.54	13.73
4-1312-431-00-123-587-0-540	RAMIREZ SUBDIVISION-ADVERTISING	422.04	.00	.00	.00	422.04	.00
4-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	11,906.71	.00	11,906.71	11,906.71	.00	100.00
4-1312-431-00-123-587-0-733	RAMIREZ SUBDIVISION-DRAINGE DITCHES	2,698.40	.00	2,698.40	2,698.40	.00	100.00
587		**18,836.82**	**.00**	**16,618.24**	**16,618.24**	**2,218.58**	**88.22**
588							
4-1312-431-00-123-588-0-334	RAMIREZ SUBDIVISION #2-ENG & ARCH SRV	2,083.60	.00	2,083.60	2,083.60	.00	100.00
4-1312-431-00-123-588-0-339	RAMIREZ SUBDIVISION #2-OTHER PROFSNL SRV	1,299.66	.00	712.78	712.78	586.88	54.84
4-1312-431-00-123-588-0-540	RAMIREZ SUBDIVISION #2-ADVERTISING	15.84	.00	.00	.00	15.84	.00
4-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	10,057.18	.00	8,659.90	8,659.90	1,397.28	86.11
4-1312-431-00-123-588-0-733	RAMIREZ SUBDIVISION #2-DRAINGE DITCHES	11,793.45	.00	8,046.05	8,046.05	3,747.40	68.22
588		**25,249.73**	**.00**	**19,502.33**	**19,502.33**	**5,747.40**	**77.24**
589							
4-1312-431-00-123-589-0-334	RAMIREZ SUBDIVISION #3-ENG & ARCH SRV	2,171.31	.00	2,171.31	2,171.31	.00	100.00
4-1312-431-00-123-589-0-339	RAMIREZ SUBDIVISION #3-OTHER PROFSNL SRV	2,414.48	.00	227.60	227.60	2,186.88	9.43
4-1312-431-00-123-589-0-540	RAMIREZ SUBDIVISION #3-ADVERTISING	215.44	.00	.00	.00	215.44	.00
4-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	23,251.54	.00	23,251.54	23,251.54	.00	100.00
4-1312-431-00-123-589-0-733	RAMIREZ SUBDIVISION #3-DRAINGE DITCHES	23,812.35	.00	23,812.35	23,812.35	.00	100.00
589		**51,865.12**	**.00**	**49,462.80**	**49,462.80**	**2,402.32**	**95.37**
600							
4-1312-431-00-123-600-0-334	RANDOLPH BARNETT #1-ENG & ARCH SRV	2,030.20	.00	2,030.20	2,030.20	.00	100.00
4-1312-431-00-123-600-0-339	RANDOLPH BARNETT #1-OTHER PROFSNL SRV	3,229.87	.00	2,691.27	2,691.27	538.60	83.32
4-1312-431-00-123-600-0-540	RANDOLPH BARNETT #1-ADVERTISING	.00	.00	-761.80	-761.80	761.80	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
123 PRECINCT 3							
600							
4-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	47,076.18	.00	46,823.55	46,823.55	252.63	99.46
4-1312-431-00-123-600-0-733	RANDOLPH BARNETT #1-DRAINGE DITCHES	39,902.50	.00	31,556.00	31,556.00	8,346.50	79.08
600		**92,238.75**	**.00**	**82,339.22**	**82,339.22**	**9,899.53**	**89.27**
606							
4-1312-431-00-123-606-0-334	REGAL ESTATES-ENG & ARCH SRV	3,646.74	.00	3,646.74	3,646.74	.00	100.00
4-1312-431-00-123-606-0-339	REGAL ESTATES-OTHER PROFSNL SRV	5,801.63	.00	5,311.14	5,311.14	490.49	91.55
4-1312-431-00-123-606-0-540	REGAL ESTATES-ADVERTISING	274.04	.00	.00	.00	274.04	.00
4-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	119,424.19	.00	95,329.22	95,329.22	24,094.97	79.82
4-1312-431-00-123-606-0-733	REGAL ESTATES-DRAINAGE DITCHES	74,767.22	.00	74,767.22	74,767.22	.00	100.00
606		**203,913.82**	**.00**	**179,054.32**	**179,054.32**	**24,859.50**	**87.81**
780							
4-1312-431-00-123-780-1-312	VEREDA TROPICAL-INDIRECT COST	2,340.56	.00	.00	.00	2,340.56	.00
4-1312-431-00-123-780-1-334	VEREDA TROPICAL-ENG & ARCH SRV	3,586.33	.00	512.33	512.33	3,074.00	14.29
4-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	3,727.84	.00	.00	.00	3,727.84	.00
4-1312-431-00-123-780-1-540	VEREDA TROPICAL-ADVERTISING	600.00	.00	.00	.00	600.00	.00
4-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
4-1312-431-00-123-780-1-733	VEREDA TROPICAL-DRAINGE DITCHES	25,660.00	.00	.00	.00	25,660.00	.00
4-1312-431-00-123-780-1-899	VEREDA TROPICAL-CONTINGENCY	6,271.66	.00	.00	.00	6,271.66	.00
780		**132,965.89**	**.00**	**512.33**	**512.33**	**132,453.56**	**.39**
123 PRECINCT 3		**1,375,268.15**	**40,584.78**	**364,886.58**	**364,886.58**	**969,796.79**	**29.48**
124 PRECINCT 4							
260							
4-1312-431-00-124-260-0-334	ENGLEMAN EST-ENG & ARCH SRV	7,638.72	3,819.36	3,819.36	3,819.36	.00	100.00
4-1312-431-00-124-260-0-339	ENGLEMAN EST-OTHER PROF SRV	4,902.75	4,902.75	.00	.00	.00	100.00
4-1312-431-00-124-260-0-540	ENGLEMAN EST-ADVERTISING	1,400.00	.00	.00	.00	1,400.00	.00
4-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
4-1312-431-00-124-260-0-733	ENGLEMAN EST-DRAINAGE DITCHES	43,954.00	.00	.00	.00	43,954.00	.00
260		**186,929.95**	**8,722.11**	**3,819.36**	**3,819.36**	**174,388.48**	**6.71**
329							
4-1312-431-00-124-329-0-334	HOEHN DRIVE SUBD-ENG & ARCH SRV	3,546.74	3,546.74	.00	.00	.00	100.00
4-1312-431-00-124-329-0-339	HOEHN DRIVE SUBD-OTHER PROFESSIONAL SRVS	10,349.79	10,349.79	.00	.00	.00	100.00
4-1312-431-00-124-329-0-731	HOEHN DRIVE SUBD-ROADS	113,100.30	1,783.72	111,316.58	111,316.58	.00	100.00
4-1312-431-00-124-329-0-733	HOEHN DRIVE SUBD-DRAINAGE DITCHES	118,844.80	47,779.39	4,776.00	4,776.00	66,289.41	44.22
329		**245,841.63**	**63,459.64**	**116,092.58**	**116,092.58**	**66,289.41**	**73.04**
406							
4-1312-431-00-124-406-0-334	LAS BRISAS-ENG & ARCH SRV	3,905.00	3,905.00	.00	.00	.00	100.00
4-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	1,716.25	.00	.00	.00	1,716.25	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
124 PRECINCT 4							
406							
4-1312-431-00-124-406-0-733	LAS BRISAS-DRAINAGE DITCHES	6,660.00	.00	.00	.00	6,660.00	.00
406		**12,281.25**	**3,905.00**	**.00**	**.00**	**8,376.25**	**31.80**
603							
4-1312-431-00-124-603-0-334	RANKIN SUB-ENG & ARCH SRV	23,018.77	11,509.39	11,509.38	11,509.38	.00	100.00
4-1312-431-00-124-603-0-339	RANKIN SUB-OTHER PROF SRV	17,221.13	17,221.13	.00	.00	.00	100.00
4-1312-431-00-124-603-0-540	RANKIN SUB-ADVERTISING	1,400.00	.00	.00	.00	1,400.00	.00
4-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
4-1312-431-00-124-603-0-733	RANKIN SUB-DRAINAGE DITCHES	304,387.84	.00	.00	.00	304,387.84	.00
603		**543,770.43**	**28,730.52**	**11,509.38**	**11,509.38**	**503,530.53**	**7.40**
752							
4-1312-431-00-124-752-0-334	TRENTON TERRACE-ENG & ARCH SRV	6,068.48	.00	.00	.00	6,068.48	.00
4-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	9,654.40	.00	.00	.00	9,654.40	.00
4-1312-431-00-124-752-0-540	TRENTON TERRACE-ADVERTISING	346.40	.00	.00	.00	346.40	.00
4-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	85,695.52	.00	.00	.00	85,695.52	.00
4-1312-431-00-124-752-0-733	TRENTON TERRACE-DRAINAGE DITCHES	124,551.20	.00	.00	.00	124,551.20	.00
752		**226,316.00**	**.00**	**.00**	**.00**	**226,316.00**	**.00**
124 PRECINCT 4		**1,215,139.26**	**104,817.27**	**131,421.32**	**131,421.32**	**978,900.67**	**19.44**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**4,623,266.38**	**289,679.85**	**555,729.35**	**555,729.35**	**3,777,857.18**	**18.29**
4 YEAR 2014		**4,623,266.38**	**289,679.85**	**555,729.35**	**555,729.35**	**3,777,857.18**	**18.29**

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County — Nominating County

21 — TxDOT District

Havana Lomas Subdivision No. 4 (ID#M1080310) — Name of Colonia & Texas Water Development Board ID#

Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) (ALLOCATION) COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: *SEE ATTACHMENT "A"*
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving : 0.214 miles**

Drainage: Pipe _____ Curb & Gutter _____

Culverts 440 L.F. (15"), 70 L.F. (18") Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $104,890.95 Total Drainage Cost: $28,710.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $133,600.95

School Bus Route: (Check the following)

Is the proposed work on a school bus route? ___X___ Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

Funding Awarded
Drainage — $25,150.00
Roadway — 65,000.00
Total — $90,150.00

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

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Hidalgo County — Nominating County
21 — TxDOT District

Havana Lomas Subdivision No. 5 (ID#M1080311) — Name of Colonia & Texas Water Development Board ID#
Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) (ALLOCATION) COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work: *SEE ATTACHMENT "A"*
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :0.132 miles**

Drainage: Pipe _____ Curb & Gutter _____

Culverts 400 L.F. (15") Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

$65,000.00
Total Roadway Cost: ~~$65,790.00~~ Total Drainage Cost: $25,150.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: ~~$90,940.00~~ $90,150.00

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The Transportation Planning and Programming Division will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by March 31, 2008.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County	Pharr
Nominating County	TxDOT District
Heidelberg Subdivision/M1080314	
Name of Colonia & Texas Water Development Board ID#	Detail Number (Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) **ALLOCATION** **COMPETITIVE**

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. ***DO NOT SEND A HAND DRAWN SKETCH***

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 1.483

Drainage: Pipe 1060 ft 15" HDPE Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: 690.051.84 Total Drainage Cost: $97,300.00
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $787,351.84

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X **Yes** _____ **No**

Would the proposed road be considered a future school bus route? X **Yes** ____ **No**

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

Pharr
TxDOT District

Las Fuentes Subdivision M1080411
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 0.356 mi

770 LF RCP 18" Storm Drain

Drainage: Pipe 770 LF RCP 24" Storm Drain Curb & Gutter 3810 LF

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $178,030.30 Total Drainage Cost: $66,252.70
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $244,283.00

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? ____ Yes ____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

TEXAS DEPARTMENT OF TRANSPORTATION
3rd Call Border Colonia Access Program
2008 Application for Competitive & Allocation Funds

This Border Colonia Access Program (BCAP) application is for one colonia. This application identifies all work within that specific colonia nominated for the program funds as established by 43 Texas Administrative Code §15.100-15.106. Water/wastewater should be completed before a project is initiated. Attachments are required.

Hidalgo County
Nominating County

TxDOT District

Lorenzana/ M080422
Name of Colonia & Texas Water Development Board ID#

Detail Number
(Finance Division Only)

FUNDING TYPE: (CIRCLE ONE) ALLOCATION COMPETITIVE

Name of Street(s) and Proposed Length of Roadway Work:
Submit a map indicating the location of the work within the colonia and the colonia's connection to the public road network. *DO NOT SEND A HAND DRAWN SKETCH*

Type of Project and Length in Miles:

Paving: _____ **Repaving :** 0.196

Drainage: Pipe 160 lf RCP CL III 18" Curb & Gutter _____

Culverts _____ Detention Pond _____

Purchase of materials, supplies or rental equipment. (Attach a list)

Description of Work: Attach a report with a complete description of each project, including:
- The number of existing paved and unpaved roads within the colonia.
- The number of paved or unpaved roads to the colonia.
- The condition of current roads to be improved.
- Water/wastewater work that could affect proposed work.
- The proposed improvements for each road (e.g., width of any paving).
- The plan for acquiring right of way for each improved road.

Include photographs showing the current condition of each road to be improved.

Schedule and Cost: Attach a detailed schedule and cost estimate of the proposed activities:

Total Roadway Cost: $98,074.46 Total Drainage Cost: $25,934.30
(Include Management, Engineering Design, and Inspection, etc)
Total Estimate of the Project Costs: $124,008.76

School Bus Route: (Check the following)

Is the proposed work on a school bus route? X Yes _____ No

Would the proposed road be considered a future school bus route? X Yes _____ No

If "YES" to either question, a letter from the school district to verify the school bus route for the proposed project, must be attached in order for the proposed project to be considered.

The **Transportation Planning and Programming Division** will evaluate the applications and submit those it determines to be in compliance with Border Colonia Access Program requirements to the Texas Transportation Commission for consideration for approval. Please return the application form and attachments to your local TxDOT District office by **March 31, 2008**.

DATE: September 10, 2014

DEPARTMENT HEAD: John Paul Lugo

2014
Transfer

DEPARTMENT NAME: Border Colonia Access Program

AI-46299 09/23/2014

ACCOUNT NUMBER: 4-1312-431-00-12X-XXX-X-XXX

CONTACT PERSON: Marcie Jackson **PHONE:** (956) 968-8733 Ext. 1021

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase/decrease) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
4-1312-431-00-000-000-0- 899	BCAP RIII	CONTINGENCY ROAD ALLOCATION
4-1312-431-00-000-000-1- 899	BCAP RIII	CONTINGENCY DRAINAGE ALLOCA
4-1312-431-00-121-215-0- 339	DE ANDA SUBDIVISION	OTHER PROF SRV
4-1312-431-00-121-215-0- 540	DE ANDA SUBDIVISION	ADVERTISING
4-1312-431-00-121-220-1- 312	DELTA WEST SUBDIVISION	INDIRECT COST
4-1312-431-00-121-230-1- 339	DIMAS NO. 2 & 3 SUBDIVISION	OTHER PROF SRV
4-1312-431-00-121-388-0- 312	LA MILPA SUBDIVISION	INDIRECT COST
4-1312-431-00-121-727-0- 731	TIJERINA ESTATES SUBDIVISION	ROADS
4-1312-431-00-121-790-0- 334	VILLAGE GROVE NO. 2 SUBDIVISION	ENG & ARCH SRV
4-1312-431-00-121-855-0- 312	ASH COUNTRY SUBDIVISION	INDIRECT COST
4-1312-431-00-121-855-0- 339	ASH COUNTRY SUBDIVISION	OTHER PROF SRV
4-1312-431-00-121-855-0- 540	ASH COUNTRY SUBDIVISION	ADVERTISING
4-1312-431-00-123-014-1- 540	ACEVEDO SUBDIVISION	ADVERTISING
4-1312-431-00-123-141-0- 540	CASA DE LOS VECINOS SUBD.	ADVERTISING
4-1312-431-00-123-312-1- 540	HAVANA SUBDIVISION	ADVERTISING
4-1312-431-00-123-348-0- 334	JARDIN TERRACE SUBDIVISION	ENG & ARCH SRV
4-1312-431-00-123-587-0- 339	RAMIREZ SUBDIVISION	OTHER PROF SRV
4-1312-431-00-123-587-0- 540	RAMIREZ SUBDIVISION	ADVERTISING
4-1312-431-00-123-588-0- 339	RAMIREZ SUBDIVISION NO.2	OTHER PROF SRV
4-1312-431-00-123-588-0- 540	RAMIREZ SUBDIVISION NO.2	ADVERTISING
4-1312-431-00-123-588-0- 731	RAMIREZ SUBDIVISION NO.2	ROADS
4-1312-431-00-123-588-0- 733	RAMIREZ SUBDIVISION NO.2	DRAINAGE DITCHES
4-1312-431-00-123-589-0- 339	RAMIREZ SUBDIVISION NO.3	OTHER PROF SRV
4-1312-431-00-123-589-0- 540	RAMIREZ SUBDIVISION NO.3	ADVERTISING
4-1312-431-00-123-600-0- 339	RANDOLOPH BARNETT NO.1 SUBDIVISION	OTHER PROF SRV
4-1312-431-00-123-600-0- 540	RANDOLOPH BARNETT NO.1 SUBDIVISION	ADVERTISING
4-1312-431-00-123-600-0- 731	RANDOLOPH BARNETT NO.1 SUBDIVISION	ROADS
4-1312-431-00-123-600-0- 733	RANDOLOPH BARNETT NO.1 SUBDIVISION	DRAINAGE DITCHES
4-1312-431-00-123-606-0- 339	REGAL ESTATES SUBDIVISION	OTHER PROF SRV
4-1312-431-00-123-606-0- 540	REGAL ESTATES SUBDIVISION	ADVERTISING
4-1312-431-00-123-606-0- 731	REGAL ESTATES SUBDIVISION	ROADS
4-1312-431-00-123-780-1- 312	VEREDA TROPICAL SUBDIVISION	INDIRECT COST
4-1312-431-00-123-780-1- 334	VEREDA TROPICAL SUBDIVISION	ENG & ARCH SRV
4-1312-431-00-123-780-1- 339	VEREDA TROPICAL SUBDIVISION	OTHER PROF SRV
4-1312-431-00-123-780-1- 540	VEREDA TROPICAL SUBDIVISION	ADVERTISING
4-1312-431-00-123-780-1- 731	VEREDA TROPICAL SUBDIVISION	ROADS
4-1312-431-00-123-780-1- 733	VEREDA TROPICAL SUBDIVISION	DRAINAGE DITCHES
4-1312-431-00-123-780-1- 899	VEREDA TROPICAL SUBDIVISION	CONTINGENCY
4-1312-431-00-124-406-0- 339	LAS BRISAS SUBDIVISION	OTHER PROF SRV
4-1312-431-00-124-406-0- 733	LAS BRISAS SUBDIVISION	DRAINAGE DITCHES
4-1312-431-00-124-752-0- 334	TRENTON TERRACE SUBDIVISION	ENG & ARCH SRV

4-1312-431-00-124-752-0- 339	TRENTON TERRACE SUBDIVISION	OTHER PROF SRV
4-1312-431-00-124-752-0- 540	TRENTON TERRACE SUBDIVISION	ADVERTISING
4-1312-431-00-124-752-0- 731	TRENTON TERRACE SUBDIVISION	ROADS
4-1312-431-00-124-752-0- 733	TRENTON TERRACE SUBDIVISION	DRAINAGE DITCHES
4-1312-334-30-000-000-0- 000	BCAP 3-ROAD ALLOCATION	REVENUE
4-1312-334-30-000-000-1- 000	BCAP 3-DRAINAGE ALLOCATION	REVENUE
4-1312-334-30-121-215-0- 000	PCT.1 BCAP III-DE ANDA SUBDIVISION	REVENUE
4-1312-334-30-121-220-1- 000	PCT.1 BCAP III-DELTA WEST SUBDIVISION	REVENUE
4-1312-334-30-121-230-1- 000	PCT.1 BCAP III-DIMAS NO. 2 & 3	REVENUE
4-1312-334-30-121-388-0- 000	PCT.1 BCAP III-LA MILPA SUBDIVISION	REVENUE
4-1312-334-30-121-727-0- 000	PCT.1 BCAP III-TIJERINA ESTATES SUBD	REVENUE
4-1312-334-30-121-790-0- 000	PCT.1 BCAP III-VILLAGE GROVE NO. 2	REVENUE
4-1312-334-30-121-855-0- 000	PCT.1 BCAP III - ASH COUNTRY	REVENUE
4-1312-334-30-123-014-1- 000	PCT.3 BCAP III - ACEVEDO SUBDIVISION	REVENUE
4-1312-334-30-123-141-0- 000	PCT.3 BCAP III - CASA DE LOS VECINOS	REVENUE
4-1312-334-30-123-312-1- 000	PCT.3 BCAP III - HAVANA	REVENUE
4-1312-334-30-123-348-0- 000	PCT.3 BCAP III - JARDIN TERRACE	REVENUE
4-1312-334-30-123-587-0- 000	PCT.3 BCAP III - RAMIREZ	REVENUE
4-1312-334-30-123-588-0- 000	PCT.3 BCAP III - RAMIREZ NO.2	REVENUE
4-1312-334-30-123-589-0- 000	PCT.3 BCAP III - RAMIREZ NO.3	REVENUE
4-1312-334-30-123-600-0- 000	PCT.3 BCAP III - RANDOLPH BARNETT NO.1	REVENUE
4-1312-334-30-123-606-0- 000	PCT.3 BCAP III - REGAL ESTATES	REVENUE
4-1312-334-30-123-780-1- 000	PCT.3 BCAP III - VEREDA TROPICAL	REVENUE
4-1312-334-30-124-406-0- 000	PCT.4 BCAP III - LAS BRISAS	REVENUE
4-1312-334-30-124-752-0- 000	PCT.4 BCAP III - TRENTON TERRACE	REVENUE

TOTAL BUDGET INCREASE (DECREASE)

REASON: To de-obligate funds from BCAP - 3rd Call (Fund 1312) into BCAP - 3rd Call (Fund 1312) new projects in the amount of

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

AMOUNT
(837,240.83)
(211,444.36)
(1,235.07)
(600.00)
(4,711.40)
(7,314.38)
(2,682.22)
(14,034.25)
(337.95)
(1,454.54)
(1,597.14)
(600.00)
(1,299.20)
(30.00)
(1,436.00)
(18,457.42)
(1,796.54)
(422.04)
(586.88)
(15.84)
(1,397.28)
(3,747.40)
(2,186.88)
(215.44)
(538.60)
(761.80)
(252.63)
(8,346.50)
(490.49)
(274.04)
(24,094.97)
(2,340.56)
(3,074.00)
(3,727.84)
(600.00)
(90,779.50)
(25,660.00)
(6,271.66)
(1,716.25)
(6,660.00)
(6,068.48)

(9,654.40)
(346.40)
(85,695.52)
(124,551.20)
(837,240.83)
(211,444.36)
(1,835.07)
(4,711.40)
(7,314.38)
(2,682.22)
(14,034.25)
(337.95)
(3,651.68)
(1,299.20)
(30.00)
(1,436.00)
(18,457.42)
(2,218.58)
(5,747.40)
(2,402.32)
(9,899.53)
(24,859.50)
(132,453.56)
(8,376.25)
(226,316.00)
(1,516,747.90)

$1,516,747.90.

ATTEST, COUNTY CLERK

DATE: September 10, 2014

DEPARTMENT HEAD: John Paul Lugo

2014
Transfer

DEPARTMENT NAME: Border Colonia Access Program

AI-46299 09/23/2014

ACCOUNT NUMBER: 4-1312-431-00-12X-XXX-X-XXX

CONTACT PERSON: Marcie Jackson **PHONE:** (956) 968-8733 Ext. 1021

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase/decrease) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
4-1312-431-00-000-001-0- 899	BCAP RIII	CONTINGENCY ROAD COMPETITIVE
4-1312-431-00-000-001-1- 899	BCAP RIII	CONTINGENCY DRAINAGE COMPET
4-1312-431-00-121-314-0- 334	HEIDELBURG SUBDIVISION	ENG & ARCH SRV
4-1312-431-00-121-314-0- 339	HEIDELBURG SUBDIVISION	OTHER PROF SRV
4-1312-431-00-121-314-0- 540	HEIDELBURG SUBDIVISION	ADVERTISING
4-1312-431-00-121-314-0- 731	HEIDELBURG SUBDIVISION	ROADS
4-1312-431-00-121-314-0- 733	HEIDELBURG SUBDIVISION	DRAINAGE DITCHES
4-1312-431-00-121-314-0- 899	HEIDELBURG SUBDIVISION	CONTINGENCY
4-1312-431-00-121-422-0- 334	LORENZANA SUBDIVISION	ENG & ARCH SRV
4-1312-431-00-121-422-0- 339	LORENZANA SUBDIVISION	OTHER PROF SRV
4-1312-431-00-121-422-0- 540	LORENZANA SUBDIVISION	ADVERTISING
4-1312-431-00-121-422-0- 731	LORENZANA SUBDIVISION	ROADS
4-1312-431-00-121-422-0- 733	LORENZANA SUBDIVISION	DRAINAGE DITCHES
4-1312-431-00-121-422-0- 899	LORENZANA SUBDIVISION	CONTINGENCY
4-1312-431-00-122-411-0- 334	LAS FUENTES SUBDIVISION	ENG & ARCH SRV
4-1312-431-00-122-411-0- 339	LAS FUENTES SUBDIVISION	OTHER PROF SRV
4-1312-431-00-122-411-0- 540	LAS FUENTES SUBDIVISION	ADVERTISING
4-1312-431-00-122-411-0- 731	LAS FUENTES SUBDIVISION	ROADS
4-1312-431-00-122-411-0- 733	LAS FUENTES SUBDIVISION	DRAINAGE DITCHES
4-1312-431-00-122-411-0- 899	LAS FUENTES SUBDIVISION	CONTINGENCY
4-1312-431-00-123-310-0- 334	HAVANA LOMAS SUBDIVISION NO.4	ENG & ARCH SRV
4-1312-431-00-123-310-0- 339	HAVANA LOMAS SUBDIVISION NO.4	OTHER PROF SRV
4-1312-431-00-123-310-0- 540	HAVANA LOMAS SUBDIVISION NO.4	ADVERTISING
4-1312-431-00-123-310-0- 731	HAVANA LOMAS SUBDIVISION NO.4	ROADS
4-1312-431-00-123-310-0- 733	HAVANA LOMAS SUBDIVISION NO.4	DRAINAGE DITCHES
4-1312-431-00-123-310-0- 899	HAVANA LOMAS SUBDIVISION NO.4	CONTINGENCY
4-1312-431-00-123-311-0- 334	HAVANA LOMAS SUBDIVISION NO.5	ENG & ARCH SRV
4-1312-431-00-123-311-0- 339	HAVANA LOMAS SUBDIVISION NO.5	OTHER PROF SRV
4-1312-431-00-123-311-0- 540	HAVANA LOMAS SUBDIVISION NO.5	ADVERTISING
4-1312-431-00-123-311-0- 731	HAVANA LOMAS SUBDIVISION NO.5	ROADS
4-1312-431-00-123-311-0- 733	HAVANA LOMAS SUBDIVISION NO.5	DRAINAGE DITCHES
4-1312-431-00-123-311-0- 899	HAVANA LOMAS SUBDIVISION NO.5	CONTINGENCY
4-1312-334-30-000-001-0- 000	BCAP 3-CONTINGENCY ROAD-COMPETITIVE	REVENUE
4-1312-334-30-000-001-1- 000	BCAP 3-CONTINGENCY DRAINAGE-COMPET	REVENUE

4-1312-334-30-121-314-0- 000	PCT.1 BCAP III-HEIDELBURG SUBDIVISION	REVENUE
4-1312-334-30-121-422-0- 000	PCT.1 BCAP III-LORENZANA SUBDIVISION	REVENUE
4-1312-334-30-122-411-0- 000	PCT.2 BCAP III-LAS FUENTES SUBDIVISION	REVENUE
4-1312-334-30-123-310-0- 000	PCT.3 BCAP III-HAVANA LOMAS SUBD NO.4	REVENUE
4-1312-334-30-123-311-0- 000	PCT.3 BCAP III-HAVANA LOMAS SUBD NO.5	REVENUE

TOTAL BUDGET INCREASE (DECREASE)

REASON: To appropriate funds to new projects 3rd Call (Fund 1312).

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

AMOUNT
121,554.54
25,660.00
66,993.85
21,316.23
1,800.00
511,735.00
97,300.00
88,206.76
10,732.89
3,415.00
1,800.00
71,637.41
25,934.30
627.97
19,583.34
6,231.06
1,800.00
103,359.30
66,252.70
47,056.60
11,804.10
3,755.85
1,800.00
78,600.00
28,710.00
8,931.00
9,916.50
3,155.25
1,800.00
33,898.25
25,150.00
16,230.00
121,554.54
25,660.00

787,351.84
114,147.57
244,283.00
133,600.95
90,150.00
1,516,747.90

ATTEST, COUNTY CLERK

AI-46430 **Planning Department 20. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Final Approval
1. La Victoria Phase 2 Subdivision – Pct. 1 (Paul Daniec)

BACKGROUND

Attachments

La Victoria Ph 2 - Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 09:43 AM
Glinda Pacheco	Glinda Pacheco	09/16/2014 09:03 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Nora Cavazos Started On: 09/10/2014 10:54 AM

Final Approval Date: 09/19/2014

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM

Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-10-2014

PROPOSED **LA VICTORIA PHASE 2** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **QUINTANILLA HEADLEY & ASSOC.** DEVELOPER: **PAUL DANIEC.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **90** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Victoria Road approximate 360 feet North of Lott Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Donna** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-18-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Located on the North west corner of subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet to Victoria Road by this plat.**

H.C.R.O.W. FINAL APPROVAL DATE: **08-13-2014** : By, **Roy Gonzales** PCT 1 R.O.W. AGENT

SEWER SYSTEM: ☒SANITARY SEWER BY: **Donna** LINE SIZE: **8"** LOCATION: **Mateo St (Walker Estates)**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **Victoria Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **07-31-14** .: By **Ann Marie De La Fuente, Administrative Assistant**

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS' COURT ON: **OCTOBER 1, 2012**

STAFF RECOMMENDS:

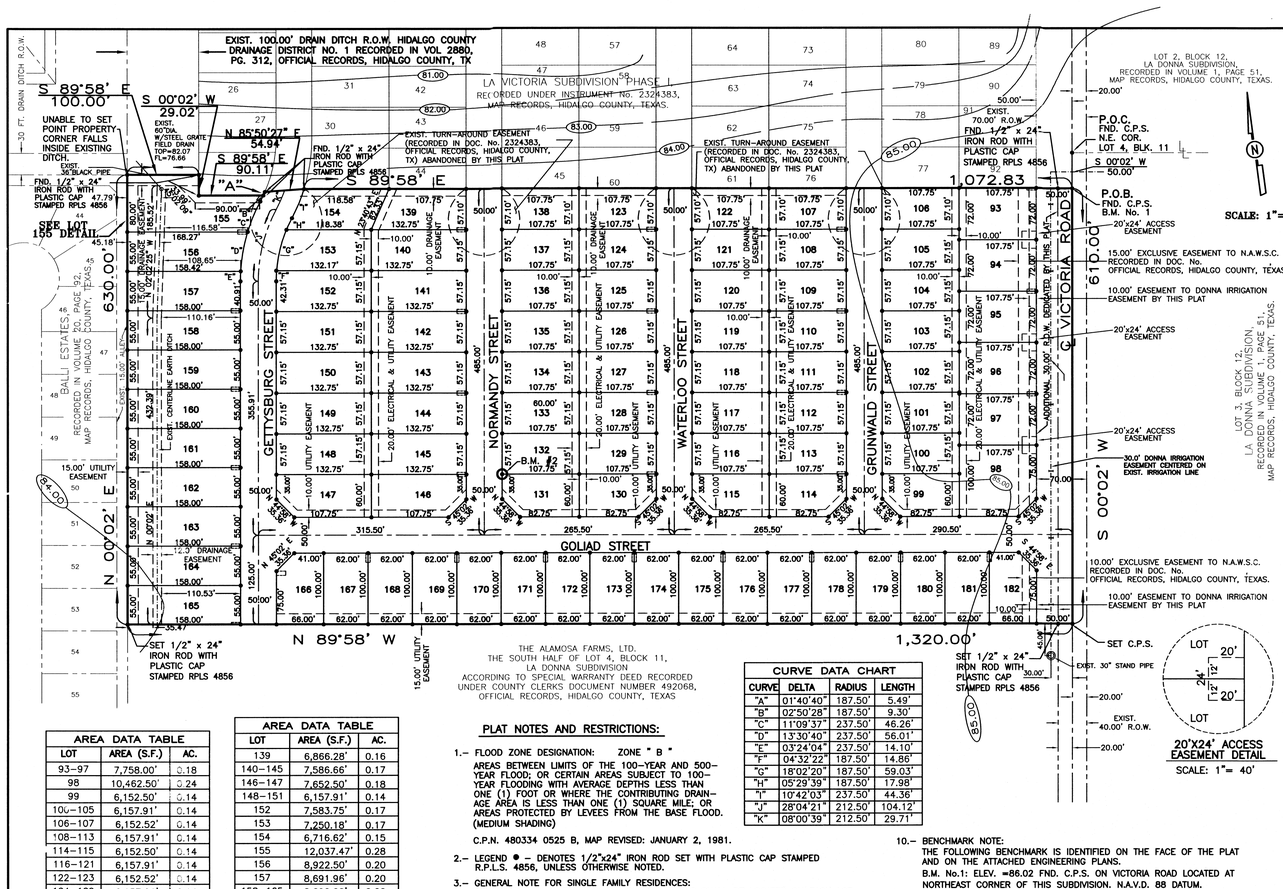
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Donna.**

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
93-97	7,758.00'	0.18
98	10,462.50'	0.24
99	6,152.50'	0.14
100-105	6,157.91'	0.14
106-107	6,152.52'	0.14
108-113	6,157.91'	0.14
114-115	6,152.50'	0.14
116-121	6,157.91'	0.14
122-123	6,152.52'	0.14
124-129	6,157.91'	0.14
130-131	6,152.50'	0.14
132-137	6,157.91'	0.14
138	6,152.52'	0.14

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
139	6,866.28'	0.16
140-145	7,586.66'	0.17
146-147	7,652.50'	0.18
148-151	6,157.91'	0.14
152	7,583.75'	0.17
153	7,250.18'	0.17
154	6,716.62'	0.15
155	12,037.47'	0.28
156	8,922.50'	0.20
157	8,691.96'	0.20
158-165	8,690.00'	0.20
166	6,287.50'	0.14
167-181	6,200.00'	0.14
182	6,287.50'	0.14

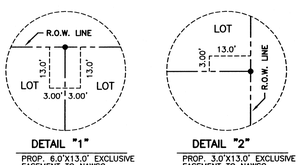
CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	01°40'40"	187.50'	5.49'
"B"	02°50'28"	187.50'	9.30'
"C"	11°09'37"	237.50'	46.26'
"D"	13°30'40"	237.50'	56.01'
"E"	03°24'04"	237.50'	14.10'
"F"	04°32'22"	187.50'	14.86'
"G"	18°02'20"	187.50'	59.03'
"H"	05°29'39"	187.50'	17.98'
"I"	10°42'03"	237.50'	44.36'
"J"	28°04'21"	212.50'	104.12'
"K"	08°00'39"	212.50'	29.71'

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION; CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, DONNA IRRIGATION DIST. APPROVAL. NORTH ALAMO WSC STATEMENT

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

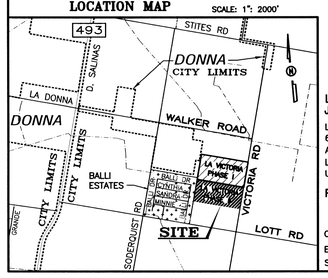
SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.



DETAIL "1"
PROP. 6.0'X13.0' EXCLUSIVE EASEMENT TO NAWSC NON FENCING SEE NOTE 16

DETAIL "2"
PROP. 3.0'X13.0' EXCLUSIVE EASEMENT TO NAWSC NON FENCING SEE NOTE 16

LOCATION MAP SCALE: 1": 2000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " B "
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)
C.P.N. 480334 0525 B, MAP REVISED: JANUARY 2, 1981.

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT–LA VICTORIA ROAD	50.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00
FRONT CUL-DE-SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE CITY OF DONNA.
CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

8.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 77,351.79 CUBIC –FEET 1.78 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

10.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =86.02 FND. C.P.S. ON VICTORIA ROAD LOCATED AT NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION=84.50 LOCATED ON 1/2" IRON ROD SET IN CONCRETE W/ DISK ON THE SOUTHWEST CORNER OF LOT 132. N.A.V.D. 88 DATUM.

11.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

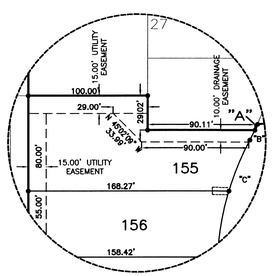
12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14.– NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM VICTORIA ROAD ON TO LOTS 93 THROUGH 98 AND LOT 182. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 93 & 94, 95 & 96, AND 97 & 98 TO PROVIDE INGRESS AND EGRESS FROM VICTORIA ROAD.

15.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE SOUTH SIDE OF THE DRAIN DITCH R.O.W. FOR LOT 155 BY LOT OWNER AT BUILDING PERMIT STAGE.

16.– A NORTH ALAMO WATER SUPPLY CORP. NON FENCING EASEMENT WILL BE LOCATED ON THE FOLLOWING LOTS FOR WATER METER ACCESS. (BETWEEN LOTS 94 & 95, 96 & 97, 107 & 108, 109 & 110, 111 & 112, 113 & 114, 123 & 124, 125 & 126, 127 & 128, 129 & 130, 139 & 140, 141 & 142, 143 & 144, 145 & 146, 155 & 156, 157 & 158, 159 & 160, 161 & 162, 163 & 164, 167 & 168, 169 & 170, 171 & 172, 173 & 174, 175 & 176, 177 & 178, 179 & 180, 181 & 182. THE NORTH SIDE OF LOT 93, THE SOUTH SIDE OF LOT 165, AND THE WEST SIDE OF LOT 166.) SEE DETAILS "1" AND "2".



LOT 155 DETAIL
SCALE: 1"= 60'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LA VICTORIA SUBDIVISION PHASE II IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF VICTORIA SUBDIVISION PH. II AND APPROXIMATELY 660.00 FEET NORTH OF ITS INTERSECTION WITH LOTT ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 17,548), LA VICTORIA SUBDIVISION PHASE II LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BENCHMARK FARMS & RANCHES, INC. PAUL DANIEC	P.O. BOX 720821	McALLEN, TX. 78504	(956) 386-1507	(956) 383-5762
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527

SUBDIVISION PLAT OF:

LA VICTORIA SUBDIVISION PHASE II

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO

METES AND BOUNDS

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 4 AND IN THE CENTERLINE OF VICTORIA ROAD FOR THE SOUTHEAST CORNER OF LA VICTORIA SUBDIVISION PHASE I AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 00°02'W, 50.00 FEET FROM THE NORTHEAST CORNER OF LOT 4.

THENCE; S 00°02'W, ALONG THE EAST LINE OF LOT 4 AND THE CENTERLINE OF VICTORIA ROAD, A DISTANCE OF 610.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THE ALAMOSA FARMS, LTD. TRACT (THE SOUTH HALF OF LOT 4, BLOCK 11, LA DONNA SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 492068, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°58'W, ALONG THE NORTH LINE OF THE ALAMOSA FARMS, LTD. TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 4 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°02'E, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 630.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LA VICTORIA SUBDIVISION PHASE I AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°58' E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 00°02' W, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 29.02 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 89°58' E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 90.11 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 01°40'40", RADIUS = 187.50 FEET), A DISTANCE OF 5.49 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 85°50'27" E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 54.94 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 89°58'E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, PASSING A 1/2" IRON ROD 24" IN LENGTH FOUND AT 1,052.83 FEET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,072.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.51 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH SOUTH VICTORIA ESTATES, RECORDED IN VOLUME 39, PAGE 129, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

4-23-12
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 1st day of October 20 13.

PAUL DANIEC–PRESIDENT
BENCHMARK FARMS & RANCHES, INC.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA VICTORIA SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, PAUL DANIEC, PRESIDENT OF BENCHMARK FARMS & RANCHES INC., AS OWNER OF THE 18.51 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA VICTORIA SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

10-1-13
DATE

PAUL DANIEC–PRESIDENT
BENCHMARK FARMS & RANCHES, INC.
P.O. BOX 720821
McALLEN, TX. 78504
(956) 386-1507

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
PAUL DANIEC, PRESIDENT OF BENCHMARK FARMS & RANCHES, INC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 1st day of October, 2013.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA–Notary Public

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date
ATTEST:
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE II was received and approved by the city Council of the City of DONNA on JUNE 6, 2014.

Mayor of the City of DONNA — Date 7/8/14
ATTEST: Secretary of the City of DONNA — Date 7/8/14

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 25th DAY OF October, 2013.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT LA VICTORIA SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS 26th DAY OF June 20 14
ATTEST: SECRETARY — BY: CHAIRMAN PLANNING COMMISSION

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · LICENSED · ALFONSO QUINTANILLA · 95534 · PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

10-1-13
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\DONNA\LA VICTORIA PH. II\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	4-23-2012	MARCO G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LA VICTORIA SUBDIVISION PHASE II

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO

FINAL ENGINEERING REPORT FOR LA VICTORIA SUBDIVISION PHASE II:

WATER SUPPLY: Description and Costs.
LA VICTORIA SUBDIVISION PHASE II WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.E.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS A FOUR (4) WATERLINES LOCATED ON THE EAST SIDE OF THE STUBBED OUT STREETS (GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET AND GRUNWALD STREET) CONSTRUCTED IN LA VICTORIA SUBDIVISION PHASE I. N.A.W.S.C. ALSO HAS AN EXISTING 6" DIAMETER WATERLINE LOACATED ON THE EAST SIDE OF LA VICTORIA ROAD.

THE WATER SYSTEM FOR LA VICTORIA SUBDIVISION PHASE II, CONSIST OF A 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 6" DIAMETER WATERLINE. THE 8" DIAMETER WATERLINE RUNS WEST ON THE NORTH SIDE OF GOLIAD STREET. IT TURNS SOUTH AND RUNS ALONG THE EAST SIDE OF GETTYSBURG STREET, ENDING WITH A 2" FLUSH VALVE AT THE SOUTHWEST CORNER OF LOT 166. FROM THE EXISTING 8" DIAMETER WATERLINES LOCATED ON GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREE, AND GRUNWALD STREET, FOUR (4) 8" DIAMETER WATERLINES RUN SOUTH ALONG THE EAST SIDE OF THE STREETS AND CONNECT WITH THE 8" DIAMETER WATERLINE LOCATED ALONG THE NORTH SIDE OF GOIAD STREET.

FROM THE 8" DIAMETER WATERLINES, THERE ARE FORTY-ONE (41) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" SERVICE LINES AND THREE (3) 3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. FROM THE 6" DIAMETER WATERLINE, THERE ARE TWO (2) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" SERVICE LINES AND ONE (1) 3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT.

THE 8" LINE, THE DUAL SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 91,698.00, OR $ 1,018.87 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 69,350.00, WHICH COVERS THE $ 770.56 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED TWO (2) FIRE HYDRANTS AT A UNIT COST OF $ 2,500.00 FOR A TOTAL COST OF $ 5,000.00. THE ENTIRE WATER FACILITIES HAVE BEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

LA VICTORIA SUBDIVISION PHASE II WILL BE TREATED BY WASTEWATER SERVICE FROM THE CITY OF DONNA. THE SUBDIVIDER AND THE CITY OF DONNA HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF DONNA HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF DONNA HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS A FIVE EXISTING 8" DIAMETER SEWER LINES LOCATED ON THE WEST SIDE OF THE STUBBED OUT STREETS (GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET, GRUNWALD STREET, AND VICTORIA ROAD) CONSTRUCTED IN LA VICTORIA SUBDIVISION PHASE I.

LA VICTORIA SUBDIVISION PHASE II SANITARY SEWER LAYOUT CONSIST OF AN 8" P.V.C. SEWER LINE THAT CONNECTS TO THE EXISTING 8" P.V.C. SEWER LINE LOCATED ON THE WEST SIDE OF GETTYSBURG STREET. THE 8" P.V.C. SEWER LINE RUNS SOUTH 613.00 FEET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORENER OF LOT 165. NEAR THE NORTHEAST CORNER OF LOT 164, AN 8" P.V.C. SEWER LINE RUNS EAST 1,103.00 FEET ALONG THE SOUTH SIDE OF GOLIAD STREET, ENDING WITH A MANHOLE NEAR THE NORTH EAST CORNER OF LOT 182.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON NORMANDY STREET AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF NORMANDY STREET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 146.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON WATERLOO STREET AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF WATERLOO STREET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 130.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON GRUMWALD STREET AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF GRUMWALD STREET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 114.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON VICTORIA ROAD AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF VICTORIA ROAD, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 98
FROM THE 8" P.V.C. SEWER LINES, NINETY (90) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" P.V.C. SEWER LINE, 4" SERVICE LINE AND SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 112,820.00 OR $ 1,253.56 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF DONNA THE SUM OF $ 22,500.00 WHICH COVERS THE $ 250.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF DONNA. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF DONNA AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 161,048.00 WHICH EQUALS TO $ 1,789.42 PER LOT.
SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 135,320.00 WHICH EQUALS TO $ 1,503.56 PER LOT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 7-15-14
ALFONSO QUINTANILLA — DATE
P.E. No. 95534

REPORTE FINAL DE INGENIERIA PARA LA VICTORIA SUBDIVISION PHASE II:

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISIÓN LA VICTORIA SUBDIVISION PHASE II RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN. N.A.W.S.C. CUENTA CON CUATRO LÍNEAS DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LAS CALLES (GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET Y GRUNWALD STREET) CONSTRUIDO EN LA VICTORIA SUBDIVISION PHASE I Y EXISTENTE DE 6" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE VICTORIA ROAD.

EL SISTEMA DE AGUA PARA LA VICTORIA SUBDIVISION PHASE II, CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LINEA DE AGUA EXISTENTE DE 6" DE DIAMETRO Y CORRE HACIA EL OESTE POR EL LADO NORTE DE LA GOLIAD STREET. LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA SUR Y CORRE POR EL LADO ESTE LA CALLE GETTYSBURG STREET, TERMINANDO CON UNA VALVULA EN LA ESQUINA SURORESTE DE LOTE 166. LOS LINAS DE AGUA LOCALIZADO EN EL LADO ESTE DE GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET, Y GRUMWALD STREET, CUATRO (4) LINEAS DE AGUA DE 8" DE DIAMETRO CORREN SUR POR EL LAD ESTE DE LAS CALLES Y CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO LOCALIZADO POR EL LADO NORTE DE GOLIAD STREET.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN CUARENTA Y UNO (41) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO QUE SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA Y TRES (3) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE.
DEL CONDUCTO DE AGUA DE 6 PULGADAS SE PRODUCEN DOS (2) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO QUE SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA Y UNO (1) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE.

LA LINEA DE AGUA DE 8 PULGADAS, LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ 91,698.00 O US$ 1,018.87 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 69,350.00 QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 770.56. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO DOS (2) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 2,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 5,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

LA SUBDIVISIÓN LA VICTORIA SUBDIVISION PHASE II RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DEL CIUDAD DE DONNA. EL DUEÑO DE LA SUBDIVISIÓN Y EL CIUDAD DE DONNA HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. EL CIUDAD DE DONNA HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA SANITARIO PARA LA SUBDIVISION LA VICTORIA SUBDIVISION PHASE II, CONSISTE DE UNA LINEA DE DRENAJE DE 8" DE DIÁMETRO QUE SE CONECTA CON LA LINEA DE DRENAJE SANITARIO EXISTENTE DE 8" LOCALIZADO EN LA CALLE GETTYSBURG STREET. LA LINEA DE DRENAJE DE 8" CORRE 613.00 FEET, TERMINANDO CON UNA ALCANTARILLA LOCALIZADO EN EN LA ESQUINA NORESTE DE LOTE 165. EN LA ESQUINA NORESTE DE LOTE 164, OTRA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE ESTE 1,103.00 PIES POR EL LADO SUR DE GOLIAD STREET, TERMINANDO CON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA NORESTE DE LOTE 182.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN NORMANDY STREET Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE NORMANDY STREET, TERMINANDO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 146.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN WATERLOO STREET STREET Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE WATERLOO STREET, TERMINANDO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 130.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN GRUMWALD STREET Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE GRUMWALD STREET, TERMINANDO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 114.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN VICTORIA ROAD Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE VICTORIA ROAD, TERMINADO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 98.
DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8 PULGADAS SESENTA NOVENTA (90) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE US$ 112,820.00 O US$ 1,253.56 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA EL CIUDAD DE DONNA UN COSTO TOTAL DE US$ 22,500.00, O US$ 250.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

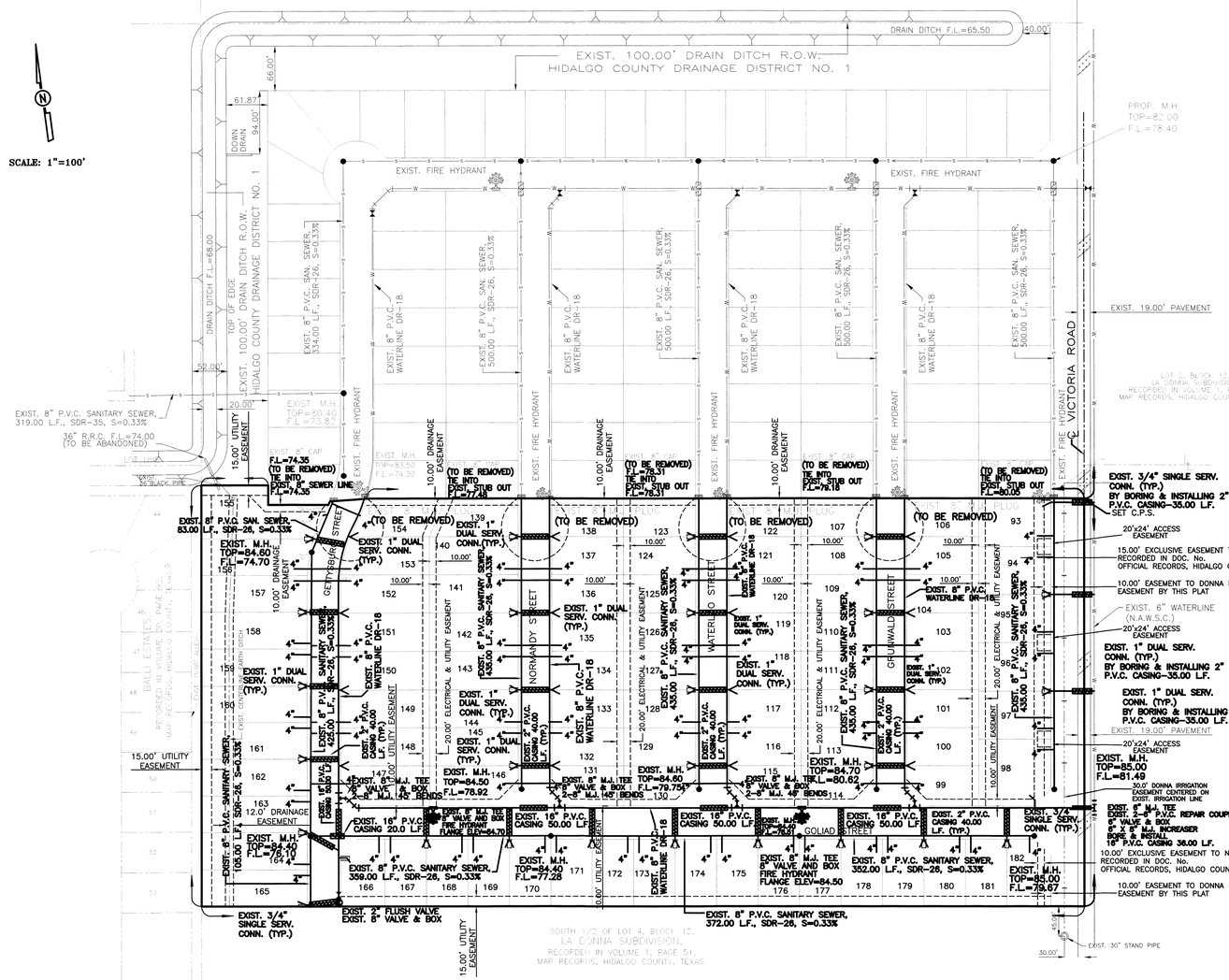
AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO CON EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 161,048.00 O US$ 1,789.42 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE US$ 135,320.00 O US$ 1,503.56 POR LOTE.

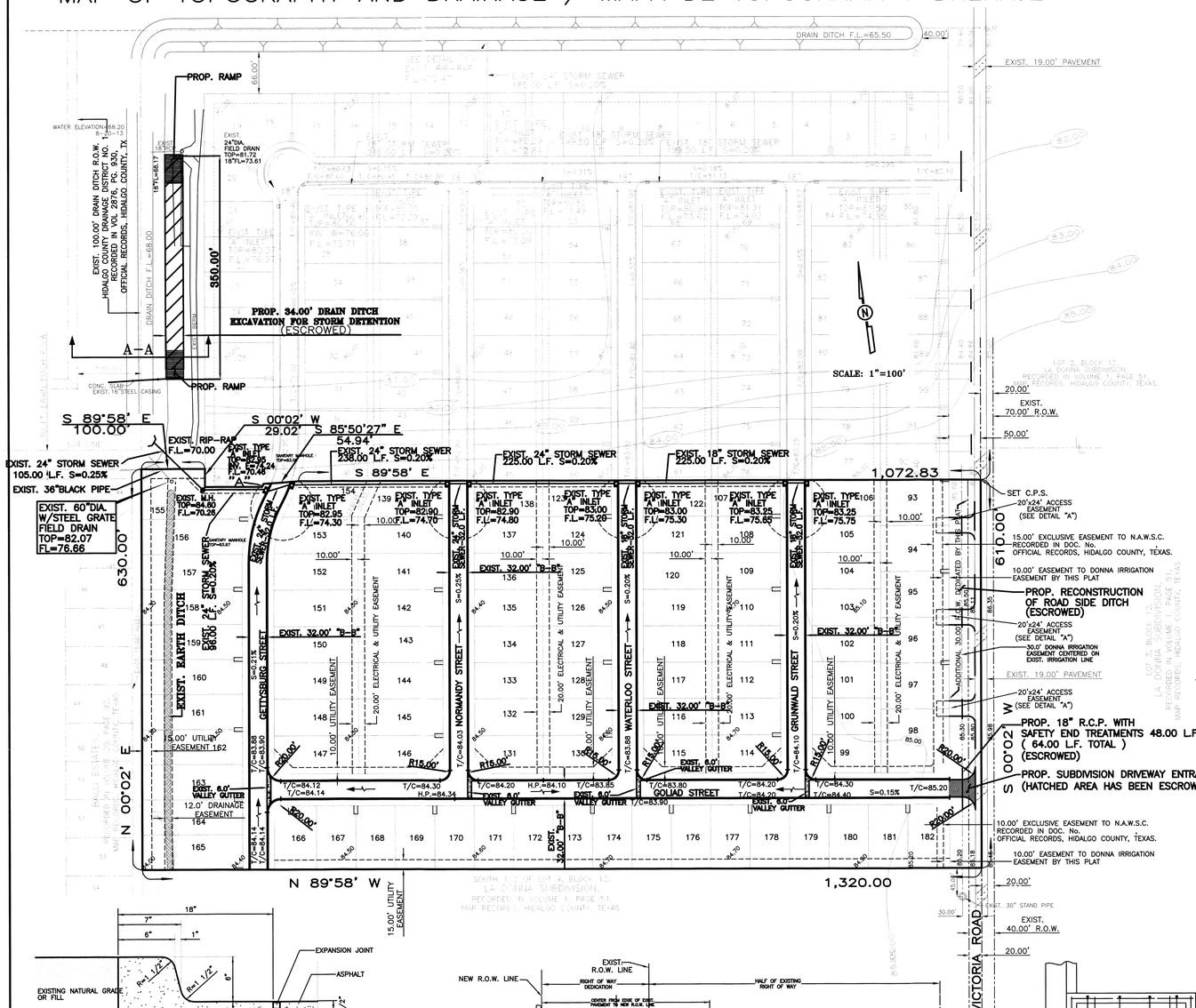
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

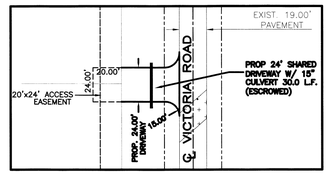
ALFONSO QUINTANILLA P.E. 7-15-14
ALFONSO QUINTANILLA — DATE
P.E. No. 95534

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA


SCALE: 1"=100'
EXIST. 100.00' DRAIN DITCH R.O.W.
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
DRAIN DITCH F.L.=65.50
40.00'
66.00'
61.87'
DOWN DRAIN
94.00'
DRAIN DITCH F.L.=68.00
TOP OF EDGE
EXIST. 100.00' DRAIN DITCH R.O.W.
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
PROP. M.H. TOP=82.00 F.L.=78.40
EXIST. FIRE HYDRANT
EXIST. 19.00' PAVEMENT
EXIST. 8" P.V.C. SAN. SEWER, 534.00 L.F., SDR-26, S=0.33%
EXIST. 8" P.V.C. SAN. SEWER, 500.00 L.F., SDR-26, S=0.33%
EXIST. 8" P.V.C. SAN. SEWER, 435.00 L.F., SDR-26, S=0.33%
EXIST. 8" P.V.C. WATERLINE DR-18
EXIST. M.H. TOP=83.50 F.L.=74.30
EXIST. M.H. TOP=80.40 F.L.=73.80
EXIST. 8" P.V.C. SANITARY SEWER, 319.00 L.F., SDR-35, S=0.33%
36" R.R.C. F.L.=74.00 (TO BE ABANDONED)
LOT LINE
EXIST. 36" BLACK PIPE
22.00'
20.00'
15.00' UTILITY EASEMENT
10.00' DRAINAGE EASEMENT
EXIST. 8" CAP F.L.=74.35 (TO BE REMOVED) TIE INTO EXIST. 8" SEWER LINE F.L.=74.35
EXIST. 8" CAP (TO BE REMOVED) TIE INTO EXIST. STUB OUT F.L.=77.48
EXIST. 8" CAP F.L.=78.31 (TO BE REMOVED) TIE INTO EXIST. STUB OUT F.L.=78.31
EXIST. 8" CAP (TO BE REMOVED) TIE INTO EXIST. STUB OUT F.L.=78.18
EXIST. 8" CAP (TO BE REMOVED) TIE INTO EXIST. STUB OUT F.L.=80.00
EXIST. 3/4" SINGLE SERV. CONN. (TYP.) BY BORING & INSTALLING 2" P.V.C. CASING-35.00 L.F.
SET C.P.S.
20'x24' ACCESS EASEMENT
15.00' EXCLUSIVE EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
10.00' EASEMENT TO DONNA IRRIGATION EASEMENT BY THIS PLAT
EXIST. 6" WATERLINE (N.A.W.S.C.)
EXIST. 1" DUAL SERV. CONN. (TYP.) BY BORING & INSTALLING 2" P.V.C. CASING-35.00 L.F.
EXIST. M.H. TOP=85.00 F.L.=81.49
30.0' DONNA IRRIGATION EASEMENT CENTERED ON EXIST. IRRIGATION LINE
EXIST. 6" M.J. TEE
EXIST. 6" P.V.C. REPAIR COUPLINGS
6" VALVE & BOX
6" X 8" M.J. INCREASER
BORE & INSTALL 16" P.V.C. CASING 36.00 L.F.
10.00' EXCLUSIVE EASEMENT TO N.A.W.S.C. RECORDED IN DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 30" STAND PIPE
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 3/4" SINGLE SERV. CONN. (TYP.)
EXIST. 2" FLUSH VALVE & BOX
EXIST. 8" P.V.C. SANITARY SEWER, 359.00 L.F., SDR-26, S=0.33%
EXIST. 8" P.V.C. SANITARY SEWER, 372.00 L.F., SDR-26, S=0.33%
EXIST. 8" P.V.C. SANITARY SEWER, 352.00 L.F., SDR-26, S=0.33%
EXIST. 8" P.V.C. SANITARY SEWER, 83.00 L.F., SDR-26, S=0.33%
EXIST. 6" P.V.C. SANITARY SEWER, 105.00 L.F., SDR-26, S=0.33%
EXIST. 16" P.V.C. CASING 20.0 L.F.
EXIST. 16" P.V.C. CASING 50.00 L.F.
EXIST. 2" P.V.C. CASING 40.00 L.F. (TYP.)
EXIST. 8" M.J. TEE & 8" VALVE & BOX & FIRE HYDRANT FLANGE ELEV=84.70
EXIST. 8" M.J. TEE & 8" VALVE & BOX & 2-8" M.J. 45° BENDS
EXIST. M.H. TOP=84.60 F.L.=74.70
EXIST. M.H. TOP=84.50 F.L.=78.92
EXIST. M.H. TOP=84.60 F.L.=79.75
EXIST. M.H. TOP=84.70 F.L.=80.62
EXIST. M.H. TOP=84.40 F.L.=75.10
EXIST. M.H. TOP=84.40 F.L.=77.28
EXIST. M.H. TOP=85.00 F.L.=79.67
EXIST. M.H. TOP=84.50 F.L.=78.03
EXIST. M.H. TOP=84.70 F.L.=79.03
EXIST. M.H. TOP=84.70

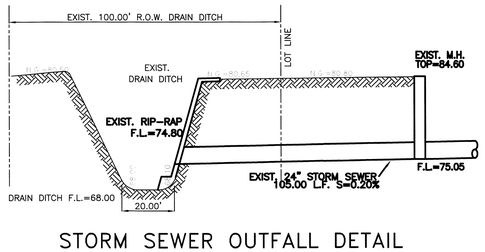
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE





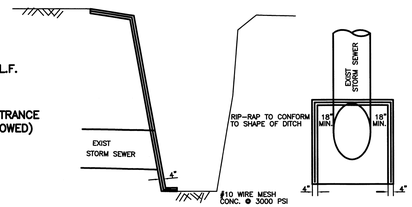
SHARED DRIVEWAY DETAIL "A"

SCALE: 1"=50'



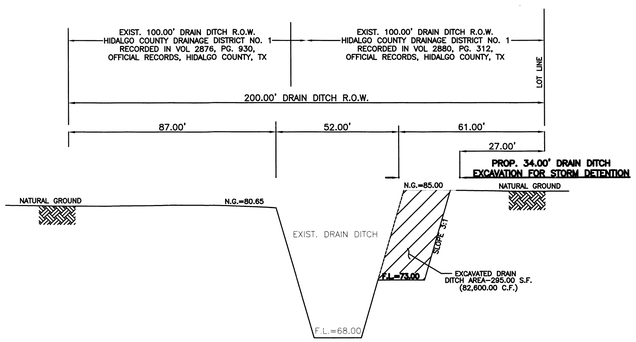
STORM SEWER OUTFALL DETAIL

NOT TO SCALE

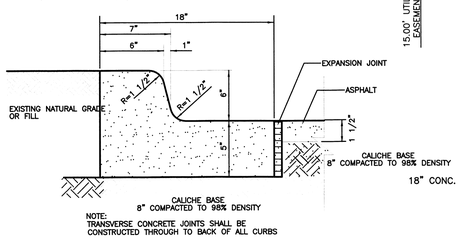


RIP-RAP DETAIL

NOT TO SCALE

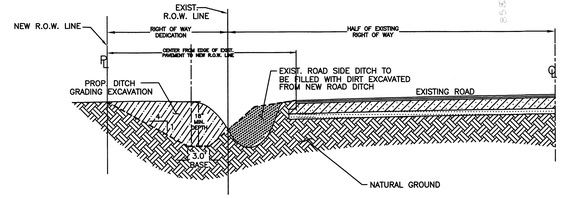


DRAIN DITCH CROSS SECTION A-A



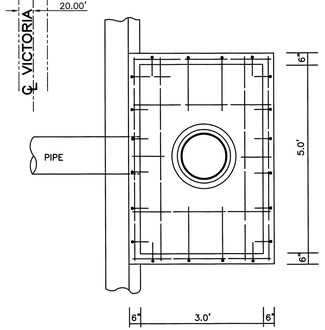
INTEGRAL CURB & GUTTER

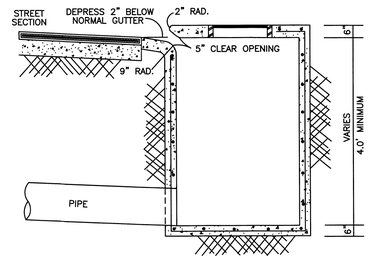
NOT TO SCALE



RECONSTUCTION OF ROAD SIDE DITCH

NOT TO SCALE

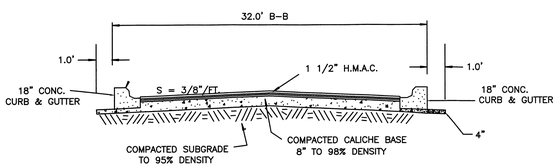




- ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
- RING AND COVER TO BE ALAMO 860-22 OR EQUAL (20 3/8" A.D. 150)

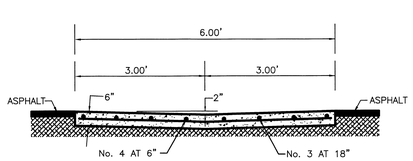
TYPE "A" INLET DETAIL

NOT TO SCALE



STREET SECTION

N.T.S.



CONC. VALLEY GUTTER

N.T.S.

SUBDIVISION PLAT OF:

LA VICTORIA SUBDIVISION PHASE II

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO

DRAINAGE REPORT FOR LA VICTORIA SUBDIVISION PHASE II

La Victoria Subdivision Phase II is a 18.51 acre tract of land out of Lots 1 and 4 Block 11, La Donna Plat Subdivision, according to the map or plat thereof recorded in Volume 1, Page 51, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document number 1414081, official records, Hidalgo County, Texas. This subdivision is located on the south side of La Victoria Subdivision Phase I and north of Lott Road and on the West side of Victoria Road. This subdivision is located within the ETJ of the City of Donna. The site is agriculture. The proposed subdivision will consist of 92 residential lots

The tract is Zone "B" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0525 B, dated on January 2, 1981.

The majority of the soil is fine sandy loam, sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 5.92 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 26.70 cubic feet per second for an increase of Q= 20.78 cubic feet per second. Detention will be 77,351.79 cubic feet (1.78 acre feet). Drainage will be detained by excavating the drainage ditch to amount required or more. Any excess runoff will flow into a proposed storm sewer line consisting of 18" and 24" pipe with type "A" inlets that drains West into the East Donna Drain.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "B" [AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500- YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100- YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAIN- AGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0525 B (JANUARY 2, 1981) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
85534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 7-15-14

ALFONSO QUINTANILLA
P.E. No. 85534

DATE

COST ESTIMATE

WATER DISTRIBUTION:	$ 91,698.00
DRAINAGE IMPROVEMENTS:	$ 48,840.00
DRAINAGE IMPROVEMENTS: (ESCROWED)	$ 13,870.00
PAVING IMPROVEMENTS:	$ 216,498.00
PAVING IMPROVEMENTS: (ESCROWED)	$ 8,288.00
SANITARY SEWER	$ 112,820.00

FLOW DIRECTION OF WATER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

SHEET NO. 3 OF 3	FILENAME: F:\DATA\SUBDIVS\DONNA\LA VICTORIA\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY. 12, 2005.	MARTHA G.		
	DATE REVISED		CHECKED BY	APPROVED BY

AI-46257 **Budget and Management 21. A.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2015 Budget Process:
1. Presentation of Fiscal Year 2015 Proposed Budget to be filed with the County Clerk and County Auditor as per Local Government Code - Section 111.066. (Adoption of the 2015 Budget will be held on September 30, 2014 at 9:30 a.m. in the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Texas.)
2. Presentation of Tax Assessor-Collector's Fiscal Year 2015 Special Funds Budget filed with the County Budget Officer as per Local Government Code - Section 111.096

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/03/2014 01:50 PM
Obdett Calzada	Obdett Calzada	09/19/2014 10:58 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Merlen P. Munoz Started On: 08/29/2014 04:44 PM

Final Approval Date: 09/19/2014

AI-46268 **Budget and Management 21. B.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Second Public Hearing to discuss proposed 2014 Tax Rate.
(Adoption of the 2014 Tax Rate will be held on September 30, 2014 at 9:30 a.m. in the Edinburg Council Chambers, 415 W. University Drive, Edinburg, Texas.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	09/03/2014 01:52 PM
Obdett Calzada	Obdett Calzada	09/19/2014 10:58 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Merlen P. Munoz Started On: 09/02/2014 10:20 AM

Final Approval Date: 09/19/2014

AI-46452 **Budget and Management 21. C.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Sergio Cruz **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and possible action in relation to proposed revisions to the Travel Policy, Guidelines, and Procedures.

BACKGROUND

Attachments

policy

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/18/2014 01:22 PM
Budget & Management	Debbie Tamez	09/18/2014 01:44 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Ivan Cantu Started On: 09/11/2014 10:07 AM

Final Approval Date: 09/19/2014

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

1.00 REFERENCE

County Auditor's Form T.1.1 "Application for Official Travel"
County Auditor's Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"
County Auditor's Form T.1.3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T.1.4 "Final Travel Expense Claim"
County Auditor's Form T.1.5 "Out-of-County Travel Advance Request"
County Auditor's Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"

2.00 AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

3.00 BACKGROUND

Local Government Code § 152.011 authorizes Commissioners Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners Court approved the original policies, guidelines and procedures on June 1, 1996. On September 23, 2014, the Hidalgo County Commissioners Court revised the travel policies, guidelines, and procedures that were previously amended on August 5, 2008. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book") and any other travel policy previously approved by Commissioners Court. The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;

2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three requirements, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

4.00 POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees (collectively referred to as employees) while on official County business. The purpose of the trip must be for the County's benefit and/or be related to the Department's primary business activities as follows:

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

2. Sufficient funds must be available in the adopted budget before expenditures are made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will not be reimbursed.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

5. Departments shall designate one employee as the travel liaison and shall require such employee to attend a training session provided by the County Auditor's Office in conjunction with the Purchasing Department soon after revisions to the Travel Policies, Guidelines, and Procedures (hereinafter referred to as the Travel Policy) are approved by Commissioners Court. The travel liaison will be responsible for training his/her Departments employees on the Travel Policy and keep them informed of any changes in travel rules.

6. Departments must ensure that all travel reimbursements are examined to ensure compliance with the Travel Policy prior to submitting payment requests. Employees must ensure that their travel complies with the Travel Policy and must not seek reimbursement for travel expenses that the employee should reasonably know are not reimbursable.

7. AUTHORIZATION FOR OFFICIAL TRAVEL

   a. Prior to making any reservations and/or traveling, Departments that report to the County Executive Officer (hereinafter referred to as the Executive Officer) must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"**.

   b. The County is not obligated to pay for travel by Departments that report to the Executive Officer if prior approval from the Executive Officer was not obtained.

8. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - Registration fees, lodging, and airfare may be paid directly to vendors. The request for payment must be submitted to the County Auditor's Office - Accounts Payable Section at least two weeks prior to the date the check will be needed.
   b. Department's Travel Credit Card - If direct payment is not possible, the Department's travel credit card may be used to pay registration fees, lodging, and airfare (see Travel Credit Card procedures). Reservations for lodging, rental vehicles, or airfare using the Department's travel credit card must be made by the Purchasing Department unless the Department has been authorized by Commissioners Court to have custody of a travel credit card. The Department's travel credit card may not be used to make reservations at rates higher than allowed by the Travel Policy. Expenditures made with the travel credit card must be in compliance with the Travel Policy.

c. Personal Credit Cards and/or Cash - If registration fees, lodging, or airfare is not prepaid, the County will reimburse the employee for travel expenses incurred in accordance with the Travel Policy upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the credit limit charges, or late charges incurred on the employee's personal credit card.

d. Travel Advance - The employee may obtain a travel advance subject to certain restrictions (see Section 4.20).

9. COORDINATION OF TRAVEL

a. "Coordination of travel" in this Section means employees traveling together in a personally owned vehicle, County vehicle, or rental vehicle.

b. Except as provided by section (d) below, coordination of travel is required when four or fewer employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business. If more than four employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, only the driver of the personal vehicle or rental vehicle will be reimbursed for mileage or fuel charges, respectively. Mileage incurred by an employee to meet at a designated location or to pick up other employees may be reimbursed if reasonable and documented (see Section 4.12).

d. Exception to coordination of travel: Coordination of travel is not required by Hidalgo County Officials. It is also not required if prior to the trip, the County Official determines that coordination of travel is not feasible. That determination must be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, only one of the employees will be reimbursed.

10. AIR TRAVEL

a. When the most efficient travel is by air, reimbursement will be limited to coach fare. Refundable fares should be considered if the possibility of a trip cancellation exists. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Package fares (Friends Fly Free, etc.) are encouraged when two or more employees are traveling to and from the same location and overall cost can be reduced.

d. The employee must personally pay for the cost of the package fare (Friends Fly Free, etc.) if the employee is flying with family or friends. The employee will only be reimbursed for one half of the price of the coach fare upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"** and evidence of the price of the coach fare**.**

e. Baggage charges for up to two checked bags are reimbursable. Baggage charges in excess of the second checked bag will not be reimbursed unless the fees are incurred for checking County-owned equipment. Baggage excess weight and size fees will not be reimbursed. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section describing the County-owned equipment and the reason(s) for the equipment.

f. Charges for changes made to flight reservations will not be reimbursed unless the change is necessary due to official County business, a natural disaster, other natural occurrence, illness, or personal emergency. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section stating the reason(s) for the change to the flight schedule. If the County Auditor's Office determines that the rationale for the change was not related to official County business, a natural disaster, or other natural occurrence, illness, or personal emergency, the employee will not be reimbursed for the charges.

g. An original receipt for baggage fees must be submitted as supporting documentation for the reimbursement. In addition, an original passenger receipt issued by the airline company or an original itinerary issued by the airline company or travel agency must be submitted as supporting documentation for reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight. In addition, proof of payment is required if the airfare was paid by the employee.

If the original passenger receipt and itinerary are both unavailable, the supporting documentation must include a copy of the receipt or itinerary, the canceled check or credit card slip used to pay the transportation expense, or the credit card billing on which the transportation charges appear. If any of these alternative methods are used as supporting documentation, the information required from the receipt or itinerary described above must still be included in the documentation.

11. PERSONAL VEHICLE

a. Personal vehicle travel will be reimbursed at the County adopted rate per highway mile. Employees receiving a car allowance will not be reimbursed mileage, unless traveling outside of Hidalgo County. The County's adopted rate may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for an employee who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. The employee must supply documentation to support what the airfare would have been at that time.

c. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. The names of all employees traveling together on the same trip and in the same vehicle must be listed on **Form T.1.5 "Out-of-County Travel Advance Request"** and **Form T.1.4 "Final Travel Expense Claim**".

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using MapQuest, plus reasonable incidental travel. Any out-of-way or unreasonable travel distance as determined by the County Auditor will not be reimbursed.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information), purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis utilizing **Form T.1.3 "In-County Travel Automobile Expense Claim"**.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra has a meeting outside of the office. She drives directly to the meeting location, attends the meeting, and returns home. Her total round trip is 26 miles. Since her normal commute is 10 miles round trip to the office each day, Debra will only be reimbursed for 16 miles.

Example 2: Mary has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a ten o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled a total of 40 miles that day. She will be reimbursed for 30 miles.

Example 3: Daniel has a 15-mile daily round trip commute to the office. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management, returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles. Only 30 miles are reimbursable.

Example 4: Frank has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

Example 5: Sam uses his own pickup truck for work. He accounts for the business use of his truck and is reimbursed for his mileage. He sometimes travels to and from his main place of work outside of his regular work schedule. This travel is considered commuting (personal expense) and is not reimbursable. It does not matter whether Sam is commuting outside of his regular work schedule.

h. The County does not provide insurance coverage for personal vehicles; therefore, each Department is responsible for ensuring employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the employee must appear on the automobile insurance card. Vehicular accidents, vehicle

repairs, parking fines, towing charges, and theft of property are the responsibility of the employee, not the County.

i. Departments should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will only be made if a current driver's license and current insurance card are on file with the County Auditor's Office – Accounts Payable Section and the driver had an unexpired driver's license and current insurance coverage at the time of travel.

12. COUNTY VEHICLE

a. Employees are encouraged to use a County vehicle instead of their personal vehicle when traveling. Employees are required to have a current driver's license. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.10.d. Individuals not on County business cannot be transported in a County vehicle, except for detainees and inmates. Additionally, County vehicles cannot be used when combining County business and personal leave.

b. Original receipts are required for reimbursement.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.

d. Vehicular accidents must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

13. VEHICLE RENTALS

a. Vehicle rentals will be reimbursed when it is the most economical means of transportation. Reservations for vehicle rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). Questions regarding vehicle rentals may be addressed to the Purchasing Department at (956) 318-2626. Additional information regarding the current contracted vendors and contracts may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/

b. Vehicle rental reservations should be made in advance to ensure the availability of the appropriate size and type of vehicle. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.10.d. In addition, a statement as to whether the Department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental vehicles are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" are not allowed, unless the vehicle rental company honors the rate for the applicable size and type of vehicle allowed by the Travel Policy.

c. Rental of vehicles is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of the rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. The employee must personally pay for the rental of a vehicle of a size and type not allowed by the Travel Policy. The employee will only be reimbursed the state contract rate for the allowable vehicle size and type. If an employee accepts insurance coverage for a vehicle rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee allowed to drive the rental vehicle must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses incurred by a passenger using another form of transportation while on the trip will not be reimbursed.

g. Employees are encouraged to re-fuel the rental vehicle prior to returning it to the vehicle rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T.1.4 "Final Travel Expense Claim**".

h. The original vehicle rental receipt/bill and vehicle rental agreement must be submitted as supporting documentation for payment or reimbursement. The original vehicle rental receipt/bill must indicate the starting and ending dates of rental, rental rates, name of the vehicle

rental company, name of the driver and any additional drivers, and itemize all other expenses incurred. The vehicle rental agreement must include the name and signature of the employee that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Vehicular accidents must be reported to the local police before leaving the scene and the vehicle rental company. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

14. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Expenses for taxis, buses, and other ground transportation to and from airports will be reimbursed only when necessary. The use of a hotel shuttle service is encouraged when available.

b. Limousine service is not allowed. If expenses for limousine service are incurred, the expenses will be considered a personal expense for the traveler.

c. Original receipts are required for reimbursement.

15. TOLLS

a. Tolls paid by an employee while traveling on official County business are reimbursable.

b. Original receipts are required for reimbursement. The receipt must itemize the date and the fare charged for each trip.

16. LODGING

a. The County encourages the use of clean, comfortable, and safe hotels but expects that employees will be frugal in selecting a hotel.

b. Employees are required to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. For a hotel directory listing please visit: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

c. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

d. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $120 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held or overflow hotel, the County will pay the applicable single occupancy room rate, conference (block) rate, or government rate. In addition, if rooms are no longer available at the host hotel or overflow hotels, the County will pay the single occupancy room rate up to the greater of $120.00 or the applicable host or overflow hotels conference (block) rate plus applicable tax per night per person.

e. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held or overflow hotel, the County will pay the applicable single occupancy room rate, conference (block rate), or government rate. In addition, if rooms are no longer available at the host hotel or overflow hotels, the County will pay the single occupancy room rate up to the greater of $300.00 or the applicable host or overflow hotels conference (block) rate plus applicable tax per night per person.

f. When employees share lodging, the County will reimburse each employee his or her share of the actual lodging expense in an amount not to exceed the maximum lodging reimbursement rate. Each employee must complete a **Form T.1.4 "Final Travel Expense Claim**" and note on the Form that lodging was shared.

Example 1: John and Robert are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is $120 per night plus applicable tax. The men would prefer to stay at a specific hotel that is most convenient to the location of their business meeting/conference. The room rate in this hotel is $140 per night plus applicable tax. John and Robert decide to share a room so they can stay in the hotel of their choice. Since each employee is allowed up to $120 per night plus applicable tax, the lodging cost is reimbursable. John and Robert may each claim $70 per night plus applicable tax.

Example 2: Angela and Vanessa are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is $120 per night plus applicable tax. The women would prefer to stay at a specific hotel that is most convenient to

the location of their business meeting/conference. The room rate in this hotel is $250 per night plus applicable tax. Angela and Vanessa decide to share a room so they can stay in the hotel of their choice. Since each woman would be allowed up to $120 per night plus applicable tax, the lodging cost is only reimbursable up to $240 per night plus applicable tax. Angela and Vanessa may each claim up to $120 per night plus applicable tax.

g. Hotel reservations at a rate above the allowable rate must be paid using the employee's own personal credit card or funds (see Travel Credit Card Procedures). If a spouse and/or dependent(s) accompany the employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

h. When an election to share rooms is made, written notice must be provided to the Purchasing Department in order that the Travel Credit Card is utilized to make the reservation or pay for the hotel accommodations.

i. Arrival one night prior to the day of the meeting or conference is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference begins at or after 10:00 AM. Same day travel is encouraged when the meeting or conference begins at or after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

j. Return one day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference ends at or before 3:00 PM. Same day travel is encouraged when the conference or meeting ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

k. Extra hotel nights for personal reasons will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the Department's travel credit card.

l. An employee may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

m. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging

establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

17. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-County – In-State Travel

A. Meals, including tips, will be reimbursed based on a per diem rate of $39 per day. The per diem will be prorated for partial days ($9-breakfast, $12-lunch, and $18-dinner). Trips beginning before 8:00 AM will receive $39; trips beginning after 8:00 AM but before 1:00 PM will receive $30; trips beginning after 1:00 PM will receive $18. Trips completed before 8:00 AM will receive $9; trips completed after 8:00 AM but before 6:00 PM will receive $21; and trips completed after 6:00 PM will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required when utilizing grant funds. Questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis as provided above for in-state travel.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $64 per day. The $64 maximum amount will be prorated for partial days ($14-breakfast, $20-lunch and $30-dinner). Trips beginning before 8:00 AM may receive up to the maximum amount of $64; trips beginning after 8:00 AM but before 1:00 PM may receive up to a maximum amount of $50; trips beginning after 1:00 PM may receive up to a maximum of $30. Trips completed before 8:00 AM may receive up to a maximum of $14; trips completed after 8:00 AM but before 6:00 PM may receive up to a maximum of $34; and trips completed after 6:00 PM may receive up to a maximum of $64. The employee is required to keep original itemized receipts to document the cost of these meals. If the employee fails to submit the required receipts for any one day, the meal

reimbursement will be based on a per diem basis as provided above for in-state travel.

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) is covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed, except as provided in subsection (d.) below.

d. Actual meal expenses incurred by law enforcement personnel while transporting detainees/conducting extraditions that did not require an overnight stay will be taxed by the County Treasurer's Office. The non-overnight meal payment is deemed to be a taxable fringe benefit by the Internal Revenue Service. As a taxable fringe benefit, the payment is required to be included in the employee's wages for federal income and employment tax purposes. **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"** must be completed and submitted to the County Treasurer's Office.

e. Meal costs charged separately that do not require an overnight stay and are part of a registration fee will be reimbursed for in-county travel.

f. Advances for meals will only be provided when traveling out-of-county for two days or longer.

18. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of–state travel, taxi, and shuttle fares.
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Lodging costs for extra day(s) on the trip for personal reasons
h. Luxury vehicle rentals (see exception in Section 14)
i. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip

j. Fines, court costs, and related expenses
k. Meals for non-overnight travel (see exception 18.d and 18.e)
l. Baggage fees in excess of the second checked bag (see exception Section 11.e.)
m. Baggage excess weight fees.
n. Insurance purchased for rental vehicles (see section 14.a); Roadside assistance, GPS units, and Personal Accident Insurance.
o. Interest, over the limit, or late charges incurred on a personal credit card
p. Expenses deemed unreasonable, excessive, unsupported or unexplained

19. TRAVEL ADVANCES:

a. Employees are encouraged to personally pay for travel expenses and request reimbursement from the County after returning from the trip. Employees may request a travel advance if the seminar/conference/ meeting is scheduled to last for 2 or more days by completing **Form T.1.5 "Out-of-County Travel Advance Request"**.

b. Travel advances are issued to the requesting employee and may not be used by any other employee. Likewise, travel advances are issued for a specific trip and may not be used for a trip different than the one listed on the original request.

c. Travel advances are the sole responsibility of the requesting employee and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through the submission of a properly completed **Form T.1.4 "Final Travel Expense Claim**".

d. Travel advance requests must be submitted to the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If the request is not received within the time specified, the employee will have to personally pay for the travel expenses.

e. Registration fees, lodging, and airfare will not be advanced to the employee. Employees are expected to make arrangements to prepay these travel expenses, whenever possible, by using the Department's travel credit card or by requesting a check be issued to the vendor.

f. Mileage may be advanced to employees traveling in their personal vehicle. Mileage will be calculated on a point-to-point basis using MapQuest and the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (e.g., taxi fare, shuttle fare, fuel charges for rental vehicles, airport and/or hotel parking) may be advanced based on justification.

h. In the event the trip is cancelled, travel advances must be returned to the County Treasurer's Office no later than 20 calendar days after the day of the seminar/conference/meeting.

i. Employees are required to account for their travel advance on **Form T.1.4 "Final Travel Expense Claim**". A properly completed Form T.1.4 along with original itemized receipts (except meal receipts) must be submitted to the County Auditor's Office – Accounts Payable Section within 20 calendar days after the employee returns from the trip. Subsequent travel advances will not be processed for an employee who has not settled a previous travel advance.

j. If an employee fails to account for a travel advance by submitting **Form T.1.4 "Final Travel Expense Claim"** within 60 days from the date the employee returned from the trip, the County Treasurer will deduct the travel advance from the employee's next paycheck. After the advance has been deducted from the employee's paycheck, the employee will not be able to request reimbursement from the County. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

k. It is the responsibility of each Department to maintain a register of advances and reimbursements to ensure control over the advances and/or expenditures of all travel funds.

l. Prior to issuing a final paycheck to a terminated employee, the Department must ensure that all travel advances have been accounted for or repaid to the County. The County Treasurer shall also contact the terminated employee's department to verify there are no pending reimbursement forms to be submitted on the terminated employee's behalf. Any outstanding amount due the County will be deducted from the employee's final paycheck. If the employee is no longer an Elected Official or employee, the traveler shall deliver a personal check to be deposited in the appropriate fund by the Department. A matter of dispute or non-reimbursement may be referred to the District Attorney's Office for any necessary action or may be reported to the IRS as taxable income.

20. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the employee is required to make all necessary cancellations, notify the Purchasing Department if the Department's travel credit card was used for reservations, and/or

notify the County Auditor's Office – Accounts Payable Section if payments were made in advance (registration, lodging, airfare, and vehicle rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

   i. The employee is unable to conduct the official County business because of other official County business that had to be conducted by the employee. The employee is unable to conduct the official County business because of a natural disaster or other natural occurrence and the expense would be payable or reimbursable had the official County business been conducted; or
   ii. The employee is unable to conduct the official County business or returns before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the Department's determination that an illness or a personal emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned to the County Treasurer's Office and be accompanied by a written request to void the checks. A copy of the written request to void the checks must also be submitted to the County Auditor's Office – Accounts Payable Section.

d. Travel expenses incurred by the County resulting from the failure of an employee to cancel reservations for reasons other than those listed above will be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

21. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred by an employee while conducting official County business will be reimbursed in accordance with the Travel Policy upon submission of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.

c. Only actual travel expenses incurred by the employee will be reimbursed. An employee who receives free transportation or lodging in exchange for mileage points or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. An employee may not accept a reimbursement or advance for a travel expense from more than one source. An employee who anticipates receiving or actually receives a travel expense reimbursement or advance from a source other than the County may only seek a reimbursement or advance from the County if the employee incurred or anticipates incurring travel expenses in excess of the amount reimbursed or advanced by the other source. If the employee receives reimbursement for the same travel expense from the County and another source, the employee must return the County's reimbursement to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

e. If an original receipt is lost, an employee may submit a purchase affidavit to claim a reimbursement.

22. SANCTIONS

a. An employee who violates the Travel Policy and misuses County property or funds may be subject to disciplinary action, including termination, payroll deduction or reimbursement of any unauthorized travel expenses, and/or criminal charges.

PROCEDURES

A. Department

1. Ensure employee has read and understands the County's Travel Policy as it relates to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office – Grants Accounting Section at (956) 318-2511.

3. Departments that report to the Executive Officer must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"** before making any reservations and/or traveling.

4. Submit requisition to the Purchasing Department for registration, lodging, airfare, vehicle rental, meals and incidental expenses, if any. Requisition for meals and incidentals should be made under the

employee's name. Ensure travel expenses are in accordance with the Travel Policy and requisition includes the following:

a. Registration: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), notation as to mode of transportation (County vehicle, rental vehicle, or use of personal vehicle).

b. Lodging: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), type of room, daily hotel rate, and number of nights. In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.

c. Airfare: seminar/conference/meeting name, date(s), location (city and state), name of employee(s).

d. Vehicle Rental: purpose of rental (i.e. attend seminar/conference/ meeting/election), seminar/conference/meeting/election name, date(s), location (city and state), name of driver and any additional drivers, type and size of rental vehicle, daily rental rate, location where rental will be picked up and returned (address, city, and state). If Department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of employee, seminar/ conference/ meeting name, dates(s), location (city and state), meals and incidental expenses by type listed separately.

5. If utilizing the Department's travel credit card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental. For Departments that report directly to the Executive Officer, submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department when requesting use of the Department's travel credit card.

6. Department's that have been authorized by Commissioners Court to have custody of a travel credit card may book their own seminar registration, hotel accommodations, airfare, and car rental. If the Department reports directly to the Executive Officer, approval for travel must be obtained from the Executive Officer prior to booking any travel by obtaining an approved **Form T.1.1 "Application for Official Travel"**.

7. If requesting direct payment for registration, and hotel accommodations, submit **Form T.1.2 "Registration, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section. In addition, for Departments that report directly to the Executive Officer, must submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office – Accounts Payable Section.

8. If requesting a travel advance, ensure employee has submitted any pending **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Accounts Payable Section. Then, submit requisition to the Purchasing Department for the travel advance in the name of the traveler and **Form T.1.5 "Out-Of-County Travel Advance Request"** to the County Auditor's Office – Accounts Payable Section. If you are a County Department reporting directly to the Executive Officer, submit the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department and the County Auditor's Office when requesting requisition and check for a travel advance.

9. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T.1.4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T.1.4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received.

   Supporting documentation includes the following:

   - Original itemized hotel receipt indicating a zero balance owed
   - Original airline ticket receipt or travel agency itinerary
   - Original baggage fees receipt
   - Original car rental receipt and car rental agreement
   - Original toll receipts
   - Seminar/conference/ agenda
   - Original receipt and/or confirmation for seminar, conference, etc.
   - Seminar certificate of completion, if available
   - Original taxi receipt
   - Original parking receipt
   - Printouts of MapQuest
   - If coordination of travel is required, submit written justification for need to travel separately

   Original receipts must be affixed to a sheet of paper in date order and attached to **Form T.1.4 "Final Travel Expense Claim"**.

10. Submit, if applicable, the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

11. Forward copy of receipt issued for remaining travel funds and **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

12. Request reimbursement from hotel for any excess amount paid related to lodging rate and/or taxes, if applicable. Reimbursement should be made payable to the Hidalgo County Treasurer.

13. Submit, if applicable, a copy of the County Treasurer's receipt for reimbursements received from hotels for any excess amounts paid to the County Auditor's Office – Accounts Payable Section.

14. Submit, if necessary, **Form T.1.3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

15. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel credit card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

    If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Treasurer's Office. The check must be accompanied by a written request from the County Official to void the checks. A copy of the written request must be submitted to the County Auditor's Office - Accounts Payable Section.

    In addition, if a trip was cancelled, **Form T.1.4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A.8 above, supporting documentation should include the following:

    - Description of the official County business
    - Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be

deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

16. Submit, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"** to the County Treasurer's Office in order that the actual meal expenses incurred for non-overnight travel made by law enforcement while transporting detainees/inmates be included in the employee's wages for Federal income and employment tax purposes.

17. Prior to issuing a final paycheck to a terminated employee, the Department must ensure that all travel advances have been accounted for or repaid to the County.

B. Purchasing Department

1. Review requisition submitted by Department for registration, lodging, airfare, or vehicle rental. Ensure requisition includes the information listed in Section A.4 above and that request is in compliance with the Travel Policy. If request is submitted by a Department that reports directly to the Executive Officer, obtain a copy of the approved **Form T.1.1 "Application for Official Travel".** In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.

2. If request is in compliance with Travel Policy, issue purchase order for registration, lodging, airfare, or car rental.

3. Upon Department request, make reservations for lodging, airfare, or vehicle rental using the Department's travel credit card ensuring reservations comply with the Travel Policy.

4. Upon notice by Department of a trip cancellation, cancel reservations made using the Department's travel credit card.

5. If airfare was reserved using the Department's travel credit card, maintain a schedule of refundable airfare credits received as a result of cancellations. The schedule should include the Department name, employee name, cancellation date, and re-schedule/use date.

C. Executive Officer

1. Review **Form T.1.1 "Application for Official Travel"** submitted by Departments that report to the Executive Officer and approve request for official travel if need for travel is properly justified.

D. County Auditor

1. Obtain the approved **Form T.1.1 "Application for Official Travel"** from Departments that report to the Executive Officer prior to processing a check for registration, lodging, airfare, travel advance, or reimbursable travel expenses.

2. Audit and process **Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"** ensuring compliance with the Travel Policy.

3. Audit and process **Form T.1.5 "Out-of-County Travel Advance Request"** ensuring compliance with the Travel Policy.

4. Audit and process **Form T.1.4 "Final Travel Expense Claim"** ensuring compliance with the Travel Policy.

5. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T.1.4 "Final Travel Expense Claim**".

6. Send notice to Departments when checks have been issued directly to the vendor or employee and a **Form T.1.-4 "Final Travel Expense Claim"** has not been submitted.

7. Notify the County Treasurer of any employees for which the County has made travel payments and who have not submitted **Form T.1.4 "Final Travel Expense Claim"** within the specified time.

8. Audit and process **Form T.1.3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the Travel Policy.

E. COUNTY TREASURER

1. Receive, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions".** Include the meal per diem for non-overnight travel made by law enforcement personnel while

transporting detainees/inmates in the employee's wages for federal income and employment tax purposes.

2. Submit bi-weekly report to the County Auditor's Office – Accounts Payable Section listing employees who received a taxable meal per diem wage and whose wages were taxed.

3. Mail out travel checks unless the Department has requested otherwise.

4. Notify the Departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

5. Verify identification and obtain signature of employee picking up the check before releasing the check.

6. Verify that remaining travel funds being returned to the County by the employee are accompanied by a copy of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.

7. Receive and issue official County receipt for reimbursements received from hotel for any excess amount paid related to lodging rate and/or taxes.

8. Deduct from the employee's paycheck any travel payments made to a vendor or the employee if **Form T.1.4 "Final Travel Expense Claim"** is not submitted within the specified time.

9. Provide notice to the County Auditor's Office – Accounts Payable Section that deduction was made for item number 8 above.

10. Contact a terminated employee's department to verify pending **Form T.1.4 "Final Travel Expense Claim"** have been submitted to the County Auditor's Office and settled.

11. Contact and verify with the County Auditor's Office – Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

AI-46418 **Budget and Management 21. D.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Elections Department **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Poll Workers (1100):
Approval to increase the wage rate to the Poll Workers (Elections/ Alternate Clerks & Elections Judges) as follows:

Action	Current Wage Rate (Non-training)	Proposed Wage Rate (Non-training)
Elections/ Alternate Clerks	$8.00 per hour	$10.10 per hour
Elections Judges	$9.00 per hour	$12.00 per hour

BACKGROUND

Training rate will be $7.00 per hour for Presiding Judges and Alternate Election Workers. This wage increase request does not apply to elections conducted by Political Parties. Contractual Election Service Agreements will also reflect the hourly rate if accepted.

Fiscal Impact

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

FUNDS AVAILABLE Y/N?: NO **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

4-1100-414-00-130-001-0-XXX
ELECTIONS DEPT-ELECTION POLL WORKERS

November elections will include School & Special Elections- A portion of wages are reimbursed to County per corresponding contracts.

Estimated County Payroll for the November Elections is $727,954.00

See atttached worksheet for detail on elections poll worker payroll expenses.

Attachments

November Elections Cost

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 11:50 AM

Purchasing Department Monica Badillo 09/19/2014 06:02 PM

Form Started By: Rosie Cantu Started On: 09/09/2014 02:50 PM

Final Approval Date: 09/19/2014

November-2014 General Election
Election Workers Wages

No. of Workers	Position Title	Total Hrs.	Hourly Rate	Total Training Cost	Total Hrs.	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
EARLY VOTING									
1	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
2	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
3	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
4	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
5	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
6	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
7	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
8	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
9	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
10	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
11	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
12	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
13	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
14	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
15	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
16	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
17	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
18	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
19	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
20	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
21	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
22	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
23	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
24	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
25	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
26	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
27	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
28	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
29	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
30	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
31	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
32	Presiding Judge	6	$7.00	$42.00	180	$12.00	$2,160.00	$25.00	$2,227.00
32	**Total Presiding Judges**	**192**		**$1,344.00**	5760		$69,120.00	$800.00	$71,264.00
1	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
2	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
3	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
4	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
5	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
6	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
7	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
8	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
9	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
10	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
11	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
12	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
13	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
14	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
15	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00

November-2014 General Election
Election Workers Wages

16	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
17	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
18	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
19	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
20	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
21	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
22	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
23	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
24	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
25	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
26	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
27	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
28	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
29	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
30	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
31	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
32	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
33	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
34	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
35	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
36	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
37	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
38	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
39	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
40	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
41	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
42	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
43	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
44	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
45	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
46	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
47	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
48	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
49	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
50	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
51	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
52	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
53	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
54	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
55	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
56	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
57	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
58	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
59	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
60	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
61	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
62	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
63	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
64	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
65	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
66	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
67	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00

November-2014 General Election
Election Workers Wages

68	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
69	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
70	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
71	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
72	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
73	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
74	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
75	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
76	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
77	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
78	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
79	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
80	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
81	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
82	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
83	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
84	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
85	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
86	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
87	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
88	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
89	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
90	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
91	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
92	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
93	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
94	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
95	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
96	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
97	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
98	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
99	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
100	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
101	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
102	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
103	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
104	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
105	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
106	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
107	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
108	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
109	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
110	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
111	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
112	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
113	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
114	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
115	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
116	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
117	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
118	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
119	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00

November-2014 General Election
Election Workers Wages

120	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
121	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
122	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
123	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
124	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
125	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
126	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
127	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
128	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
129	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
130	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
131	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
132	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
133	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
134	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
135	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
136	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
137	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
138	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
139	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
140	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
141	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
142	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
143	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
144	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
145	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
146	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
147	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
148	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
149	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
150	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
151	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
152	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
153	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
154	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
155	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
156	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
157	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
158	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
159	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
160	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
161	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
162	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
163	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
164	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
165	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
166	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
167	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
168	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
169	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
170	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
171	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00

November-2014 General Election
Election Workers Wages

172	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
173	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
174	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
175	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
176	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
177	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
178	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
179	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
180	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
181	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
182	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
183	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
184	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
185	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
186	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
187	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
188	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
189	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
190	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
191	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
192	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
193	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
194	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
195	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
196	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
197	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
198	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
199	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
200	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
201	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
202	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
203	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
204	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
205	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
206	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
207	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
208	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
209	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
210	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
211	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
212	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
213	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
214	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
215	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
216	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
217	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
218	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
219	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
220	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
221	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
222	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
223	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00

November-2014 General Election
Election Workers Wages

224	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
225	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
226	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
227	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
228	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
229	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
230	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
231	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
232	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
233	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
234	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
235	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
236	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
237	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
238	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
239	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
240	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
241	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
242	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
243	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
244	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
245	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
246	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
247	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
248	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
249	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
250	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
251	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
252	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
253	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
254	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
255	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
256	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
257	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
258	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
259	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
260	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
261	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
262	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
263	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
264	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
265	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
266	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
267	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
268	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
269	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
270	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
271	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
272	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
273	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
274	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
275	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00

November-2014 General Election
Election Workers Wages

276	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
277	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
278	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
279	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
280	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
281	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
282	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
283	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
284	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
285	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
286	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
287	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
288	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
289	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
290	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
291	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
292	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
293	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
294	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
295	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
296	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
297	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
298	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
299	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
300	Alternate/ Clerk	6	$7.00	$42.00	180	$10.10	$1,818.00	-	$1,860.00
300	**Total Alternate/ Clerks**	**1800**		**$12,600.00**	54000	**-**	$545,400.00	**$0.00**	$558,000.00
No. of Workers	Position Title	Total Hrs.	Hourly Rate	Total Training Cost	Total Hours	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
ELECTION DAY									
1	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
2	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
3	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
4	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
5	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
6	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
7	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
8	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
9	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
10	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
11	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
12	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
13	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
14	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
15	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
16	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
17	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
18	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
19	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
20	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
21	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
22	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00

November-2014 General Election
Election Workers Wages

23	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
24	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
25	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
26	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
27	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
28	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
29	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
30	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
31	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
32	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
33	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
34	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
35	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
36	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
37	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
38	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
39	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
40	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
41	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
42	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
43	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
44	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
45	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
46	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
47	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
48	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
49	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
50	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
51	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
52	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
53	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
54	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
55	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
56	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
57	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
58	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
59	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
60	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
61	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
62	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
63	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
64	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
65	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
66	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
67	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
68	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
69	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
70	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
71	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
72	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
73	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
74	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00

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75	Presiding Judge	6	$7.00	$42.00	16.5	$12.00	$198.00	$25.00	$265.00
75	**Total Presiding Judges**	**444**		**$3,108.00**	1221		$14,652.00	$1,850.00	$19,610.00
1	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
2	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
3	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
4	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
5	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
6	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
7	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
8	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
9	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
10	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
11	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
12	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
13	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
14	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
15	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
16	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
17	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
18	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
19	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
20	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
21	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
22	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
23	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
24	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
25	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
26	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
27	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
28	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
29	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
30	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
31	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
32	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
33	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
34	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
35	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
36	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
37	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
38	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
39	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
40	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
41	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
42	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
43	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
44	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
45	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
46	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
47	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
48	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
49	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
50	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

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51	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
52	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
53	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
54	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
55	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
56	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
57	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
58	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
59	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
60	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
61	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
62	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
63	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
64	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
65	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
66	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
67	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
68	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
69	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
70	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
71	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
72	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
73	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
74	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
75	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
76	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
77	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
78	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
79	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
80	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
81	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
82	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
83	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
84	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
85	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
86	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
87	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
88	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
89	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
90	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
91	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
92	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
93	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
94	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
95	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
96	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
97	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
98	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
99	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
100	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
101	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
102	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

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103	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
104	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
105	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
106	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
107	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
108	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
109	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
110	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
111	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
112	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
113	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
114	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
115	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
116	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
117	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
118	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
119	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
120	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
121	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
122	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
123	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
124	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
125	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
126	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
127	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
128	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
129	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
130	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
131	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
132	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
133	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
134	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
135	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
136	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
137	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
138	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
139	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
140	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
141	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
142	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
143	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
144	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
145	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
146	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
147	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
148	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
149	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
150	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
151	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
152	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
153	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
154	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

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155	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
156	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
157	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
158	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
159	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
160	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
161	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
162	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
163	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
164	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
165	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
166	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
167	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
168	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
169	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
170	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
171	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
172	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
173	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
174	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
175	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
176	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
177	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
178	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
179	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
180	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
181	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
182	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
183	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
184	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
185	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
186	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
187	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
188	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
189	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
190	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
191	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
192	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
193	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
194	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
195	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
196	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
197	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
198	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
199	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
200	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
201	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
202	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
203	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
204	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
205	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
206	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

November-2014 General Election
Election Workers Wages

207	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
208	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
209	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
210	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
211	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
212	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
213	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
214	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
215	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
216	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
217	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
218	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
219	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
220	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
221	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
222	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
223	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
224	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
225	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
226	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
227	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
228	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
229	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
230	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
231	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
232	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
233	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
234	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
235	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
236	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
237	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
238	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
239	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
240	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
241	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
242	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
243	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
244	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
245	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
246	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
247	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
248	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
249	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
250	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
251	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
252	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
253	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
254	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
255	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
256	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
257	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
258	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

November-2014 General Election
Election Workers Wages

259	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
260	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
261	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
262	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
263	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
264	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
265	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
266	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
267	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
268	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
269	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
270	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
271	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
272	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
273	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
274	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
275	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
276	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
277	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
278	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
279	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
280	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
281	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
282	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
283	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
284	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
285	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
286	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
287	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
288	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
289	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
290	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
291	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
292	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
293	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
294	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
295	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
296	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
297	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
298	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
299	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
300	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
301	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
302	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
303	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
304	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
305	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
306	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
307	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
308	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
309	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
310	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

November-2014 General Election
Election Workers Wages

311	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
312	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
313	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
314	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
315	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
316	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
317	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
318	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
319	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
320	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
321	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
322	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
323	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
324	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
325	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
326	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
327	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
328	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
329	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
330	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
331	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
332	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
333	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
334	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
335	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
336	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
337	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
338	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
339	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
340	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
341	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
342	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
343	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
344	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
345	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
346	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
347	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
348	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
349	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
350	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
351	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
352	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
353	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
354	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
355	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
356	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
357	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
358	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
359	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
360	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
361	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
362	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

November-2014 General Election
Election Workers Wages

363	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
364	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
365	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
366	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
367	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
368	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
369	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
370	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
371	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
372	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
373	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
374	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
375	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
376	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
377	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
378	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
379	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
380	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
381	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
382	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
383	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
384	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
385	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
386	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
387	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
388	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
389	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
390	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
391	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
392	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
393	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
394	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
395	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
396	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
397	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
398	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
399	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
400	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
401	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
402	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
403	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
404	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
405	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
406	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
407	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
408	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
409	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
410	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
411	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
412	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
413	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
414	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65

November-2014 General Election
Election Workers Wages

415	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
416	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
417	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
418	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
419	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
420	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
421	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
422	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
423	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
424	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
425	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
426	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
427	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
428	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
429	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
430	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
431	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
432	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
433	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
434	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
435	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
436	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
437	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
438	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
439	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
440	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
441	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
442	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
443	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
444	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
445	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
446	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
447	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
448	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
449	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
450	Alternate/ Clerk	6	$7.00	$42.00	16.5	$10.10	$166.65	-	$166.65
450	**Total Alternate/ Clerks**	**2700**		**$18,900.00**	**7425**	**-**	**$74,992.50**	**$0.00**	**$74,992.50**

November-2014 General Election
Election Workers Wages

EARLY VOTING BALLOT BOARD

No. of Workers	Position Title	Total Hrs.	Hourly Rate	Total Training Cost	Total Hours	Hourly Rate	Total Regular Cost	Total Cost
1	Presiding Judge	0	$0.00	$0.00	25	$12.00	$300.00	$300.00
2	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
3	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
4	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
5	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
6	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
7	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
8	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
9	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
10	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
11	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
12	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
13	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
14	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
15	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
16	Member	0	$0.00	$0.00	25	$10.10	$252.50	$252.50
16	**Total Ballot Board**	**0**			**400**	**-**	**$4,087.50**	**$4,087.50**

Estimate Payroll for County:
$727,954.00

AI-46643 **Budget and Management 21. E.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to submit IRS Form 8821 designating Sergio Cruz, County Budget Officer, as Hidalgo County Appointee authorized to receive/inspect tax information for listed tax matters, with authorization for County Judge to sign the required document.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 04:56 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Sergio Cruz Started On: 09/19/2014 03:58 PM

Final Approval Date: 09/19/2014

AI-46543 **Budget and Management 21. F. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health Department (1293):
Approval to deobligate cash match funds from the Health Department Grants (fund 1293) for FY 2015 and appropriate into Countywide Administration-Contingency (fund 1100) in the amount of $50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** fund 1293, FY 2015

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

BUDGETARY IMPACT:

Deobligation of cash match funds from the Health Department grants (fund 1293) and appropriation into the Co. Wide Adm.-Contingency (fund 1100) due to cash match funds were overbudgeted for FY 2015. The deobligation is being recommended by the Co. Auditor's Office- Grants Division after review of the cash match funding.

Attachments

Deobligation for Health dept.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/17/2014 03:59 PM
Budget & Management	Debbie Tamez	09/18/2014 11:03 AM
Manuel Chapa		09/18/2014 01:47 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Ivan Cantu Started On: 09/16/2014 04:26 PM

Final Approval Date: 09/19/2014

DATE: September 23, 2014

2014
Deobligation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Co. Wide Adm.-Contingency

ACCOUNT NUMBER: 4-1XXX-XXX-0X-XXX-XXX-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1293-391-01-000-100-5- 000	**Transfers In-**	**General Fund**	**(50,000.00)**
4-1100-491-01-000-293-5- 891	**Transfers Out-**	**Health Grants**	**(50,000.00)**
4-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	50,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**(50,000.00)**

REASON: Deobligation of cash match funds from the Health Department grants (fund 1293) for FY 2015 and appropriation into the Co. Wide Adm.-Contingency. Cash match funds were overbudgeted for FY 2015 and deobligation is being recommended by the Auditor's Office-Grants Division.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-46421 **Budget and Management 21. F. 2.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Damaris San Miguel **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 R&B (1200):
Approval of 2014 appropriation of funds from the R&B unreserved fund balance for Pct 3 Rd Maint (fund 1200, program 005) in the amount of $26,746.70 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Appropriation of funds for Pct. 3 Rd. Maint. to fund various operating expenditures. Monies are taken from the R&B unreserved F/B.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2014 10:01 AM
Manuel Chapa	Manuel Chapa	09/11/2014 10:36 AM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Merlen P. Munoz Started On: 09/10/2014 08:17 AM

Final Approval Date: 09/19/2014

DATE: September 10, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 3 Rd. Maint**

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-673

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-123-005-0- 673	PCT 3 RD MAINT	R&B R&M Supplies	26,746.70
		TOTAL BUDGET INCREASE (DECREASE)	**26,746.70**

REASON: Appropriation of funds for Pct. 3 Rd. Maint. to fund various operating expenditures from the unreserved R & B fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46554 **Purchasing Department 22. A. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Valde Guerra, HCCC Ex. Ofcr. **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Clarification purposes: On CC of 09-09-14 Purchasing reported that the method of procurement used in the solicitation of 2006 delinquent tax collection services project was through a RFQ w/P. However, the correct method of solicitation of Engagement of a Law Firm for the Collection of Delinquent Ad Valorem Taxes" was an RFP w/Q Request for Proposals with Qualifications);

B. Acceptance and approval of the amended and restated Interlocal Agreement (as drafted by legal counsel) between Hidalgo County and HC-Drainage District No. 1 to include the procurement process by Hidalgo County for the: Engagement of a Law Firm for the Collection of Delinquent and Related Services; and,

C. As directed by CC members on HCCC meeting of 09-09-14, acceptance and approval of "updated 2006 version" Request for Proposal w/Qualifications (RFP/Q) procurement packet including, legal notices, terms, conditions, Exhibits A (i.e.qualifications, requirements, scope of services) and B (selection criteria/scoring sheet) for: Engagement of a Legal Services for the Collection of Delinquent Ad Valorem Taxes and Other Related Services; OR, in the alternative,

D. Discussion and applicable action to AMEND the 2006 (updated) version of the RFP/Q as it relates to modification to Exhibit B (Evaluation Criteria/Scoring Sheet) only to reflect the new assessment of evaluation points as attached here to with emphasis on increasing the fee score from 20 to 30 as recommended by CC representatives at meeting held on 09-19-14 at Purchasing Department;

E. Restating authority to advertise the procurement of: Engagement of Law Firm for Collection of Delinquent Ad Valorem Taxes and Other Related Services as previously approved at HCCC meeting of 07-20-14

F. Discussion and action for the designation, assignment or appointment of Grading/Scoring Committee of the responses received for the "Request for Proposal w/Qualifications (RFP/Q) procurement packet for the Engagement of Law Firm for the Collection of Delinquent Ad Valorem Taxes and Other Related Services" project with acceptance date of Wednesday, October 15, 2014;

BACKGROUND

Notice to HC Commissioners Court: This project will have as the official overseer Valde Guerra, HCCC Executive Officer and the following Purchasing Department staff assigned to conduct the procurement process: Ms. Darlene Betancourt & Ms. Evangelina Garcia (both of whom will report and consult directly to and with Mr. Guerra). Although no conflict exists and in the over abundance of caution, Martha L. Salazar will not participate in the procurement process for this project commencing today and forward until the awarding of the contract/letter of engagement is completed.

Proposed schedule of events:
1st advertisement: Saturday-September 27, 2014
2nd advertisement: Saturday-October 4, 2014

RFP/Q acceptance date: Wednesday, October 15, 2014

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact inasmuch as it is borne by tax payer.

Attachments

Amendment Document
RFP/Q PACKET
ICA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/17/2014 04:36 PM
Budget & Management	Debbie Tamez	09/18/2014 10:27 AM
Manuel Chapa	Monica Badillo	09/18/2014 10:32 AM
Purchasing Department	Monica Badillo	09/19/2014 02:26 PM
Manuel Chapa	Manuel Chapa	09/19/2014 05:09 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Vangie Garcia Started On: 09/17/2014 10:40 AM

Final Approval Date: 09/19/2014

STATE OF TEXAS §
COUNTY OF HIDALGO §

AMENDED AND RESTATED INTERLOAL COOPERATION AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE COUNTY OF HIDALGO

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT by and between the Hidalgo County Drainage District No. 1 (the "District") and the County of Hidalgo (the "County"), is made effective the ___ day of _____, 2014, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "Act") as follows:

WITNESSETH

WHEREAS, on or about September 20, 2005 the District and the County entered into an Interlocal Cooperation Agreement (the "Original Interlocal Agreement") regarding the County providing certain accounting and administrative services to District (the "Original Interlocal");

WHEREAS, numbered paragraph 2 of the Original Interlocal provides that County may, upon request by the District provide any additional services upon such terms and conditions as may be mutually agreed to between District and County;

WHEREAS, on or about December 26, 2007 District and County executed that certain amendment (the "First Amendment") to the Original Interlocal Agreement to delete numbered paragraphs 1.C, 1.D, 1.E and 1.F of numbered paragraph 1 and renumber paragraphs 1.G and I. H as numbered paragraphs 1.C and 1.D;

WHEREAS, the First Amendment also terminated an Interlocal Cooperation Agreement dated December 28, 2006 and added the following paragraph as numbered paragraph 1.E to the Original Interlocal:

> The County, through its Right of Way Department (the "Department"), shall assist the District with compliance and interpretation of procedures for right of way and real property acquisitions and all property acquisitions and real estate matters shall be conducted in the usual and customary manner of the Department on an as needed basis.

WHEREAS, the First Amendment also deleted Exhibit A of the Original Interlocal and substituted the following as Exhibit A to the original Interlocal:

> For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum

of One Hundred Thousand Dollars ($100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.

WHEREAS, the District and County desire to amend the Original Interlocal by the addition of 1.E to provide County procurement of delinquent tax attorneys on behalf of District;

WHEREAS, the District and the County desire to amend and restate the Original Interlocal Agreement as hereinafter provided due to the First Amendment, the addition of delinquent tax attorney provision and to delete numbered paragraph 5 and substitute in lieu thereof a new numbered paragraph 5;

WHEREAS, the Original Interlocal Agreement is superseded by the terms of this Amended and Restated Interlocal Cooperation Agreement; and

WHEREAS, the District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 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 to amend and restate the interlocal agreement thereby superseding the Original Interlocal Agreement in its entirety by the terms of this Amended and Restated Interlocal Cooperation Agreement as follows;

1. Duties of County. Any all associated cost incurred related to the operation of departments.

    A. County shall provide District, upon request, availability of prior years accounting information and records.

    B. The County Treasurer shall in coordination with the Financial Officer prepare the District biweekly payroll and all related reports required and shall serve as the District Investment Officer until otherwise directed by the Board of Directors of District.

    C. Upon request of the District, County shall obtain proposals for, evaluate and maintain in full force and effect (at District's expense) insurance coverage for the District.

D. The County's Information Technology (IT) personnel shall provide the District computer services related to District's use of County's computer system.

E. On behalf of District, County shall procure and select delinquent tax attorneys for District which delinquent tax shall be the same delinquent tax attorneys for the County. County when selecting delinquent tax attorneys for District shall provide in County's contract with such delinquent tax attorneys that any billing for services provided to District shall be separately billed to District.

2. **Additional Services**. County may provide, upon request by the District, any additional services upon such terms and conditions as may be mutually agreed to between District and County.

3. **Term of Agreement**. Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

4. **Compensation of County**. County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the District within five (5) business days after receipt by the District of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to District, then County shall have the right to offset any such amounts due against funds to be transmitted to District.

5. **Miscellaneous.**

A. This Agreement (exclusive of Exhibits attached hereto) may only be changed or modified by execution by the parties hereto of an amendment to this Agreement.

B. This Agreement (including the exhibits hereto) constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

C. Except as elsewhere provided herein, this Agreement is not

assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

F. In the event any party hereto is required to employ counsel to enforce its rights under the terms and conditions of this Agreement, and such party prevails, as determined by a court of competent jurisdiction from which no appeal can be or is taken, such party shall be entitled to recover from the party against which it prevailed its reasonable attorney's fees and expenses plus costs of suit.

G. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute County as a partner or joint venturer with District.

H. Nothing herein contained shall be construed as prohibiting County or District from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.

I. All notices, requests, demands or other documents which may be, or are required to be, given or delivered pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or delivered when served personally on an officer of the party to which they are to be given or delivered, or upon three (3) days after being deposited in the U.S. Mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as shown on

Exhibit "B" attached hereto.

J. This Agreement shall be deemed a contract made under the laws of the State of Texas, and is performable in Hidalgo County, Texas.

K. If any term or provision of this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless remain effective.

L. 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.

M. 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 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

N. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chair, Board of Directors

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County of Hidalgo

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars ($100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Amended and Restated Interlocal Cooperation Agreement

From : Stephen L. Crain <scrain@atlashall.com> Thu, Sep 18, 2014 11:47 AM

Subject : Amended and Restated Interlocal Cooperation Agreement 2 attachments

To : 'Godfrey Garza' <g.g@hcdd1.org>, 'Lora Briones' <lora.briones@hcdd1.org>

Cc : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Good Morning:

As per Mr. Crain, please review the attached Agreement between HCDD No. 1 and County of Hidalgo.
If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLA , ALL RODRIG E , 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

Atlas Hall Rodriguez

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

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.

Atlas Hall Rodriguez

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RFP/Q NO: 2014-333-10-15	CONTRACTS MANAGER: VANGIE Y. GARCIA	Tel. No: (956) 318-2626

REQUEST FOR PROPOSAL w/QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"LEGAL SERVICES for DELINQUENT AD VALOREM TAX COLLECTION SERVICES and OTHER RELATED SERVICES"

OCTOBER 15, 2014

Contact Person:

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

Form HCPD-04

1. **Sealed Proposals w/Qualifications** will be received for **"Hidalgo County – Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals w/Qualifications should address all requirements set forth. Proposals w/Qualifications 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 RFP/Q's are required, with the firm'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/Q No: 2014-333-10-15-VYG-Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, October 15, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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/Q No: 2014-333-10-15-VYG-Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services".

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to evangelina.garcia@co.hidalgo.tx.us. by NO LATER THAN Wednesday, October 8, 2014, at 5:00 p.m. Responses will be sent to all applicants by **Friday, October 10, 2014 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals w/qualifications and to waive any/all formalities or technicalities, or to accept the RFP/Q considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to:
   A) separate and accept, or eliminate any items(s) listed under this RFP/Q that it deems necessary to accommodate budgetary and/or operational requirements;
   B) reject any or all RFP/Q's 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 RFP/Q 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 firm, or to reject all RFP/Q's and re-advertise. (if applicable)

5. For the services to be provided or rendered at a County owned or operated location, each firm shall, in its sole discretion, visit the job site before preparing the RFP/Q and thoroughly familiarize

himself/herself with existing conditions. Firm should take note all circumstances which affect the qualifications, scope of services, requirements and other related services.

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, Firms are required to include illustrations, specifications, explanation of warranties, and service data with their RFP/Q including catalogue numbers and any necessary references. (if applicable)

7. No RFP/Q may be withdrawn within sixty (60) days from the scheduled time to accept RFP/Q's.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced RFP/Q opening.

9. Any interpretations, amendments, corrections or changes to this RFP/Q document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals w/Qualifications. Firms shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP/Q's.

11. Costs are to be net F.O.B. destination 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's 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 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 Vangie Y. Garcia, Contract Manager, before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Vangie Y. Garcia, Contract Manager
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Firm's are advised that a minimum of thirty (30) days is required to process invoices for

payment.

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - "**RFP/Q No: 2014-333-10-15-VYG-Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

RFP/Q Acceptance Date:	**October 15**	**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 and services exceeding $100,000, all submitters 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 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 proposal, and prior to commencement of the actual work, the Firm 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~~.

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 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 Firm 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 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE FIRM.**

21. If, during the life of any contract or proposal awarded, the successful Firm'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 Firms: A prospective Firm must affirmatively demonstrate Firm's responsibility. A prospective Firm, 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 Firm 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 Firm'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 Firm will be in effect until:
a) the contract expires;
b) delivery and acceptance of products, and/or performance of services ordered, or;
c) terminate without cause by County with (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 Firm; County reserves the right to terminate any contract immediately in the event a successful Firm fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful Firm 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 Firm, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Firm 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 Firm 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 Firm'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 Firm.

28. Successful Firm shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Firm 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 Firm 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. Firms 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 w/Qualifications for
HIDALGO COUNTY
"Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services"

RFP/Q No: 2014-333-10-15-VYG

To: Valde Guerra, Executive Officer to Hidalgo County Commissioners Court
Hidalgo County Purchasing Department
Attention: Darlene H. Betancourt, CPPB
Evangelina Garcia, Contract's Manager
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 Firm submits and commits to furnish all services as set forth in the documents hereinbefore mentioned. The undersigned Firm further agrees, upon acceptance of its RFP/Q, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Procurement Packet within the time stated and for the fees ultimately negotiated in the documents attached hereto and made a part hereof.

Firm acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal w/Qualifications Checklist presented in connection with this procurement. Firm understands that Hidalgo County reserves the right to reject any or all RFP/Q's and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal w/qualifications.

Firm agrees that this proposal w/qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFP/Q, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL w/QUALIFICATIONS

"LEGAL SERVICES for DELINQUENT AD VALOREM TAX COLLECTION SERVICES and OTHER RELATED SERVICES"

RFP/Q NO: 14-333-10-15-VYG

The County of Hidalgo is seeking proposals w/qualifications for Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services from competent, interested and qualified legal firms for the purpose of providing services. The County of Hidalgo is seeking to engage and enter into a professional services agreement with qualified state-licensed registered (Texas) firm to provide the services. Hidalgo County Purchasing Department will receive sealed envelopes containing proposal for the provision of Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services as specified herein. Sealed Proposal w/Qualifications will be accepted until **9:30 A.M., Wednesday, October 15, 2014. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District Number One Board of Directors, may, at their option, utilize the "Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services" selected by Hidalgo County as the "Firm" for Hidalgo County Drainage District Number One. Should the Board of Directors of Hidalgo County Drainage District Number One decide the Firm selected as its legal firm is the same s the one selected by Hidalgo County, the Firm selected shall offer Hidalgo County Drainage District Number One the same terms and provisions as it offers Hidalgo County under the "Legal Services for Delinquent Ad Valorem Tax Collection Services and Other Related Services" agreement except as such provisions may differ in accordance with the Texas Water Code Chapter 49 and 56.

Deliver Submittal to:
RFP/Q No: 14-33310-15-VYG

US Postal Mail Address:
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP/Q Number, Name and Acceptance Date.
RFP/Q No: 14-333-10-15-VYG

The following outlines the Request For Proposals w/Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this proposal be addressed to, Vangie Y. Garcia, Contract's Manager, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539.

FIRM'S AFFIDAVIT:
Firm's to this RFP/Q must submit a signed Firm's Affidavit (attached herein in Exhibit "D" certifying that the submission is (1) not the result of Collusion as described in the Firm's Affidavit; (2) that the Firm does not have a Conflict of Interest as described in the Firm's Affidavit; (3) the Firm has not and will not attempt to lobby directly or indirectly as described in the Firm's Affidavit.

NON-COLLUSION: Firm's, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Firms, 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.

ELECTRONIC TRANSMISSION OF RFP's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions of responses to RFP/Q's.

FIRM'S DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the services from other sources and hold the defaulting Firm responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the Firm to review the Request for Proposals w/Qualifications (RFP/Q) 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 bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires Firms, when hand delivering RFP/Q, to have a Purchasing Department representative time/date stamp and initial the envelope when submitting RFP responses.

SIGNING OF PROPOSALS W/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 Firm may not subcontract the award without the written consent of Commissioners Court of Hidalgo County.

TERM OF CONTRACT:
The term shall be for a three (3) year term, with the County's option to renew an additional one (1) year term.

GRACE PERIOD:
Hidalgo County reserves the right to continue this contract for an additional ninety (90) day Grace Period at the end of the contract under the same rates, terms and conditions for unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:
All costs and expenses associated with the preparation and submission of (bids, proposal and/or quotes) shall be the responsibility of the firm and no reimbursements for such charges or expenses shall be passed onto Hidalgo County for : a) work to be performed, b) products to be provided, or c) services to be rendered at a Hidalgo County-owned or operated location, office department or program each Firm shall, in its sole discretion, visit the job site before preparing the RFP/Q and thoroughly familiarize himself/herself with existing conditions. Firm should take field dimensions and note all circumstances which affect the RFP/Q.

SECTION II: RFP REQUIREMENTS

The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any Hidalgo County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:
This section should demonstrate the Firm'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. Hidalgo County and the Tax Assessor-Collector's office shall furnish all necessary delinquent tax information to the awarded Firm on all property within the boundaries of Hidalgo County. The awarded Firm shall determine the name, identity and location of necessary parties and procure necessary legal descriptions of property and recover the costs of obtaining such information.

Firm Qualifications:
The County of Hidalgo is seeking to contract with a competent law firm, registered, licensed and qualified to practice in the State of Texas, that has experience in, but not limited to:

1. Firm must have at least five (5) years of experience in delinquent tax collections;
2. Size of Law Firm;
3. Delinquent ad valorem tax collections experience; number of years;

4. Firm must clearly demonstrate the:
   ability to provide immediate and consistent efforts in collections of delinquent taxes, penalty and interest.
   quality and success of its litigation program.
   results of its delinquent taxes, penalty and interest collections, with other Texas entities, including counties.
   quality of its data processing services and on-line Tax Office support capabilities.
   ability to handle thousands of accounts at one time; availability of attorneys and support staff; the overall personnel resources to support the County's program.
5. Delinquent Tax Collection Involving Bankruptcy Cases;
6. Firm must provide a minimum of five (5) taxing jurisdictions such as counties, cities & school districts of similar size for on-going and current contracts.

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. 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.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCIATION, etc. The law firm(s) must add copies of their Professional Liability Insurance.

Responsibilities of Hidalgo County and Tax Assessor-Collector: Collector's office shall furnish all necessary delinquent tax information to the awarded vendor on all property within the boundaries of Hidalgo County. The awarded vendor shall determine the name, identity and location of necessary parties and procure necessary legal descriptions of property and recover the costs of obtaining such information.

Scope of Services:

1. Enforcing by suit, or otherwise, the collection of all delinquent taxes, penalty and interest, both at the onset and over a sustained period of time.
2. Preparing delinquent tax reports and updates based on data provided by the County.
3. Preparing and sending such notices to delinquent taxpayers to foreclose tax liens and otherwise facilitate collection of delinquent taxes for a minimum of nine (9) times per year, including:
   a. **Title I. Property Tax Code, 33.48.** Recovery of Costs and Expenses Notice. 33.48 statement will include the Tax Assessor/Collector name and address but will contain the Law Firm's telephone number in large print. Image Copies and listing for coding of all 33.48 statements will be given to County Tax Office for archiving.

b. Title 1. Property Tax Code, 33.11. Early Additional Penalty for Collection Costs for Taxes Imposed on Personal Property. 33.11statement will include the Tax Assessor/Collector's name and address but will contain the Law Firm's telephone number in large print. Image Copies and listing for coding of all 33.11 statements will be given to County Tax Office for archiving.

c. Title I. Property Tax Code, 33.07. Additional Penalty for Collection Costs for Taxes Due Before June 1. 33.07 statement will include the Tax Assessor/Collector name and address but will contain the Law Firm's telephone number in large print. Image copies and listing for coding of all 33.07 statements will be given to County Tax Office for archiving.

d. Remaining Law Firm Mail outs will contain the Law Firm's mailing address and phone number. Image Copes and listing for coding of all Law Firm Mail Outs will be given to County Tax Office for archiving.

4. Advising the County on legal issues that arise in the process of delinquent tax collection and any other legal services offered.
5. Filing claims and participating in bankruptcy cases involving delinquent taxpayers. Bankruptcy, cost for services out of state or in other areas of the state.
6. Providing such additional services as Commissioners' Court and the Tax Assessor-Collector may deem advisable to expedite the collection of delinquent taxes. In addition to:
   (a) Access will be given for Laws Firm to code its own accounts with JUDGEMENTS, SUITS, BANKRUPTCY, _____, and to upload supporting documentation for such coded accounts.
7. Providing automated data processing services in:
   a. Delinquent account collections:
      - Receive delinquent account information in flat file format to be used in mass mail outs to taxpayers as required by County.
      - Submit flat file to County for automated property tax payments as required by County.
   b. Follow-up notification on delinquent accounts
   c. Suit filing
   d. Reporting for accountability and statistics
   e. Describe skip tracing processes including returned mail.
8. Indicate all interfacing and timing that will occur with Hidalgo County in terms of information to be supplied through printouts or computer tapes. Indicate ability to interface with Hidalgo County's Tax Office internal data processing systems. Indicate what type of input and in what format can your system accept. Firm's predefined input requirements must be adapted based on Hidalgo County's Tax Office capabilities and limitations.
9. Delinquent tax collection procedures and tax collection rates.
10. Procedures for filing law suits and state how these are monitored.
11. Number of current/ongoing contracts with taxing jurisdictions.
12. Identify all local community involvement and any professional affiliations or organizations your personnel are involved with.
13. Local office resources/history.
14. Any state/national recognition or awards.
15. The Law Firm shall use diligence, reasonable and ethical methods, and employ lawful means

to effect the collection of Hidalgo County's delinquent taxes.

16. Proposed work plan, which includes the efforts that the Firm proposes to locate defendants and to collect the taxes, penalty and interest. Describe the following:
    i. Tax Suit (and pre-suit) processes;
    ii. Tax Sales process;
    iii. Tax Seizures process and samples if available.
17. Proposed plan for telephone collections, including both outgoing and incoming phone calls, having bilingual collectors available.

PROPOSED FEE:
Fee schedule should be in firms proposed efforts in complying and providing all delinquent tax collection services as set forth by Hidalgo County in this RFP/Q.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PART III: SELECTION AND SCHEDULES

SELECTION PROCEDURES:
The RFP/Q shall be submitted according to the schedule below.

RFP/Q Ranking:
Hidalgo County Commissioners Court may appoint or designate a Committee to score and evaluate the written RFP/Qs. 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.

Negotiation Process:
One finalist will be selected for the negotiation phase of the Request for Proposal w/Qualifications on process. The law firm shall be compensated by the County on an agreed upon flat fee. No commission fees will be allowed. If negotiations prove unsuccessful with the number one ranked firm, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFP/Qs.

RFP/Q SUBMITTED TO: An original and seven (7) copies of RFP/Q's should be submitted to:

Attn: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

RFP/Q's must be submitted by **no later than 9:30 a.m. on Wednesday, October 15, 2014.**

EVALUATION:
The evaluation system consists of a 100-point system. The Firm's will be ranked after evaluation. Categories under the 100-point system include response to RFP/Q. RFP/Q submittal evaluation will be based on the criteria outlined in Exhibit B.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL w/QUALIFICATIONS

"LEGAL SERVICES for DELINQUENT AD VALOREM TAX COLLECTION SERVICES and OTHER RELATED SERVICES"

RFP/Q NO: 14-333-10-15-VYG

RFP/Q EVALUATION CRITERIA

The Firm's RFP/Q will be evaluated based on the criteria presented below factoring in the responses and information provided in the Requirements section. These criteria will be scored on the scales shown on the enclosed "RFP/Q Evaluation Form."

1. **FIRM'S QUALIFICATIONS AND EXPERIENCE:** **(15)**
   Ad Valorem Tax collection experience, including Counties, Cities, and/or School Districts experience within the State, demonstrated results, and overall reputation of the firm and references from other clients and tax assessor-collectors.

2. **FIRM'S ABILITY TO COMMITT RESOURCES:** **(20)**
   Firm's ability to local capability, experience, and credentials of the firm in the areas of legal personnel, support personnel, data processing capabilities and a spectrum of services to be offered to prospective clients.

3. **METHODOLOGY:** **(20)**
   Demonstrated ability to handle and improve complex methodology delinquent tax collection litigation, and comprehensive bankruptcy services.

4. **UNDERSTANDING OF PROJECT:** **(15)**
   Clarity, quality and adherence to request for qualifications and supporting data, including Sufficient data processing services.

5. **PROPOSED FEE:** **(30)**
   Fee schedule should be in firms proposed efforts in complying and providing all delinquent tax collection services as set forth by Hidalgo County in this RFP/Q.

EVALUATION FORM
HIDALGO COUNTY
RFP/Q
"LEGAL SERVICES for DELINQUENT AD VALOREM TAX COLLECTION SERVICES and OTHER RELATED SERVICES"

RFP/Q- EVALUATION FORM	**Minimum**	**Maximum**	**Score**

1. **FIRM'S QUALIFICATIONS AND EXPERIENCE (15)** _____ _____ _____
Ad Valorem Tax collection experience, including Counties, Cities, and/or School Districts experience within the State, demonstrated results, and overall reputation of the firm and references from other clients and tax assessor-collectors.

Comments/Rationale for Points:_____

_____

2. **FIRM'S ABILITY TO COMMITT RESOURCES (20)** _____ _____ _____
Firm's ability to local capability, experience, and credentials of the firm in the areas of legal personnel, support personnel, data processing capabilities and a spectrum of services to be offered to prospective clients.

Comments/Rationale for Points:_____

_____

3. **METHODOLOGY (20)** _____ _____ _____
Demonstrated ability to handle and improve complex methodology delinquent tax collection litigation, and comprehensive bankruptcy services.

Comments/Rationale for Points:_____

_____

4. **UNDERSTANDING OF PROJECT: (15)** _____ _____ _____
Clarity, quality and adherence to request for qualifications and supporting data, including sufficient data processing services.

5. **PROPOSED FEE (30)** _____ _____ _____
Fee schedule should be in firms proposed efforts in complying and providing all delinquent tax collection services as set forth by Hidalgo County in this RFP/Q.

Comments/Rationale for Points:_____

_____

TOTAL SCORE: _____

FIRM: _____

NAME OF 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 ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS EX LUSION AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF IN URA CE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY E TION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ OMMERCIAL NERAL Y ☐☐ LAIMS MADE UR ☐ OWNER S & CONT PROT ☐ OWNER'S PROTECTIVE LIABIL TY GEN L AGGREGATE LIMIT APPLIE PER ☐ POLICY PROJECT ☐ L				EACH OCCURRENCE	$
					FIRE DAMAGE Any	$
					MED (Any	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
						$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				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** <u>must be presented</u> **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

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____.

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.

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:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

STATE OF TEXAS §
COUNTY OF HIDALGO §

AMENDED AND RESTATED INTERLOAL COOPERATION AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE COUNTY OF HIDALGO

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT by and between the Hidalgo County Drainage District No. 1 (the "District") and the County of Hidalgo (the "County"), is made effective the ___ day of _____, 2014, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "Act") as follows:

WITNESSETH

WHEREAS, on or about September 20, 2005 the District and the County entered into an Interlocal Cooperation Agreement (the "Original Interlocal Agreement") regarding the County providing certain accounting and administrative services to District (the "Original Interlocal");

WHEREAS, numbered paragraph 2 of the Original Interlocal provides that County may, upon request by the District provide any additional services upon such terms and conditions as may be mutually agreed to between District and County;

WHEREAS, on or about December 26, 2007 District and County executed that certain amendment (the "First Amendment") to the Original Interlocal Agreement to delete numbered paragraphs 1.C, 1.D, 1.E and 1.F of numbered paragraph 1 and renumber paragraphs 1.G and I. H as numbered paragraphs 1.C and 1.D;

WHEREAS, the First Amendment also terminated an Interlocal Cooperation Agreement dated December 28, 2006 and added the following paragraph as numbered paragraph 1.E to the Original Interlocal:

> The County, through its Right of Way Department (the "Department"), shall assist the District with compliance and interpretation of procedures for right of way and real property acquisitions and all property acquisitions and real estate matters shall be conducted in the usual and customary manner of the Department on an as needed basis.

WHEREAS, the First Amendment also deleted Exhibit A of the Original Interlocal and substituted the following as Exhibit A to the original Interlocal:

> For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum

of One Hundred Thousand Dollars ($100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.

WHEREAS, the District and County desire to amend the Original Interlocal by the addition of 1.E to provide County procurement of delinquent tax attorneys on behalf of District;

WHEREAS, the District and the County desire to amend and restate the Original Interlocal Agreement as hereinafter provided due to the First Amendment, the addition of delinquent tax attorney provision and to delete numbered paragraph 5 and substitute in lieu thereof a new numbered paragraph 5;

WHEREAS, the Original Interlocal Agreement is superseded by the terms of this Amended and Restated Interlocal Cooperation Agreement; and

WHEREAS, the District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 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 to amend and restate the interlocal agreement thereby superseding the Original Interlocal Agreement in its entirety by the terms of this Amended and Restated Interlocal Cooperation Agreement as follows;

1. Duties of County. Any all associated cost incurred related to the operation of departments.

    A. County shall provide District, upon request, availability of prior years accounting information and records.

    B. The County Treasurer shall in coordination with the Financial Officer prepare the District biweekly payroll and all related reports required and shall serve as the District Investment Officer until otherwise directed by the Board of Directors of District.

    C. Upon request of the District, County shall obtain proposals for, evaluate and maintain in full force and effect (at District's expense) insurance coverage for the District.

D. The County's Information Technology (IT) personnel shall provide the District computer services related to District's use of County's computer system.

E. On behalf of District, County shall procure and select delinquent tax attorneys for District which delinquent tax shall be the same delinquent tax attorneys for the County. County when selecting delinquent tax attorneys for District shall provide in County's contract with such delinquent tax attorneys that any billing for services provided to District shall be separately billed to District.

2. **Additional Services**. County may provide, upon request by the District, any additional services upon such terms and conditions as may be mutually agreed to between District and County.

3. **Term of Agreement**. Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

4. **Compensation of County**. County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the District within five (5) business days after receipt by the District of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to District, then County shall have the right to offset any such amounts due against funds to be transmitted to District.

5. **Miscellaneous.**

A. This Agreement (exclusive of Exhibits attached hereto) may only be changed or modified by execution by the parties hereto of an amendment to this Agreement.

B. This Agreement (including the exhibits hereto) constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

C. Except as elsewhere provided herein, this Agreement is not

assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

F. In the event any party hereto is required to employ counsel to enforce its rights under the terms and conditions of this Agreement, and such party prevails, as determined by a court of competent jurisdiction from which no appeal can be or is taken, such party shall be entitled to recover from the party against which it prevailed its reasonable attorney's fees and expenses plus costs of suit.

G. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute County as a partner or joint venturer with District.

H. Nothing herein contained shall be construed as prohibiting County or District from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.

I. All notices, requests, demands or other documents which may be, or are required to be, given or delivered pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or delivered when served personally on an officer of the party to which they are to be given or delivered, or upon three (3) days after being deposited in the U.S. Mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as shown on

Exhibit "B" attached hereto.

J. This Agreement shall be deemed a contract made under the laws of the State of Texas, and is performable in Hidalgo County, Texas.

K. If any term or provision of this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless remain effective.

L. 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.

M. 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 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

N. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: _____
Ramon Garcia, Chair, Board of Directors

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County of Hidalgo

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars ($100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.

AI-46449 **Purchasing Department 22. B. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Honorable Arturo **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Amendment (as document prepared by legal counsel) to Contract #C-14-017-03-05 with Roy's Hauling Services, Inc. to include the hauling services from pit locations of Progreso and/or La Joya of County's other awarded caliche vendor due to vendor's refusal to supply the caliche product to County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Will be used on an as needed basis.

Attachments

Amendment

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/17/2014 04:36 PM
Budget & Management	Debbie Tamez	09/18/2014 01:45 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Vangie Garcia Started On: 09/11/2014 08:11 AM

Final Approval Date: 09/19/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT #C-14-017-03-05
HAULING OF ALL ROAD MATERIALS FOR PRECINCT ONE

This **AMENDMENT** to the CONTRACT is made this **23rd day** of **September of 2014** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **ROY'S HAULING SERVICE, INC.** (the "COMPANY").

WHEREAS, County and Company entered into a Contract on March 5, 2014 (the "CONTRACT") in which the Company agrees to provide the hauling services as described in the Contract;

WHEREAS, the County's awarded caliche vendor who provided hauling services refuses to supply caliche to County and County requires hauling services from Company from another caliche vendor;

WHEREAS, the Company agrees to honor and hold the prices as detailed under "Exhibit B-Bid Page" of contract; and

WHEREAS, the parties have now determined to amend the Contract to include the hauling services from pit locations of Progreso and/or La Joya of County's other awarded caliche vendor.

NOW THEREFORE, for and in consideration of the hauling services by Company from different locations specified in Company's bid County and Company hereby mutually agree to the following Amendment to the Contract:

1. Exhibit "B"-Bid Page the Contract is hereby deleted and the amended Exhibit B attached hereof as Exhibit A is substituted in lieu thereof;

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company ratify and confirm the terms and provisions of the Contract as amended.

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

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

_____
Roy's Hauling Service, Inc.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

AMENDED EXHIBIT "B"

BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Crushed Caliche-	490 Pit-4.5 Miles West of US 281 on FM 490 Or Martin Marietta 2 Miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit, Linn	01-10 miles	$7.90	75%	$5.93
		11-20 miles	$8.05	75%	$6.04
		21-30 miles	$7.50	75%	$5.83
		31-40 miles	$9.20	75%	$6.90
		41-50 miles	$11.50	75%	$8.63
		51-60 miles	$12.00	75%	$9.00
		61-70 miles	$12.50	75%	$9.38
		71-100 miles	$13.00	75%	$9.75

Bidder/Company Name: ROY'S HAULING SERVICES, INC.
Address: P.O. BOX 1896
City/State/Zip Code: EDINBURG, TEXAS 78540
Phone №: 956-383-2206 Fax NO: 956-383-2569 Cell №:
Email address: royshaulinginc@aol.com

AMENDED EXHIBIT "B"

BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

Authorized Signature:_____

Printed Name:_____

PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **February 7, 2014**. For each 10% (increase or decrease) in the current OPIS Index of **February 7, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

ROY'S HAULING SERVICE, INC.
P.O. Box 1896 • Edinburg, Texas 78540

RHS©

August 7, 2014

County of Hidalgo
Purchasing Department
Attention: Vangie Garcia
2802 S. Business Highway 281
Edinburg, Texas 78539

RE: Hauling Services of Road Materials-Hidalgo County Precinct No. 1

Ms. Garcia:

Roy's Hauling Service currently holds the contract for Hauling Services of Road Materials for Precinct No. 1. As outlined in the contract we haul on a per mile basis. Therefore, regardless of where projects and pits are located pricing is always from origin to destination per mile.

Let me know if you have any questions.

Sincerely,

Roy Balderas Jr.
Vice-President
Roy's Hauling Service, Inc.

Office (956)383.2206 • Fax (956) 383.2569

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft Amendment-Roy's Hauling Services

From : Marynel Trevino <mntrevino@atlashall.com> Tue, Sep 09, 2014 03:46 PM
Subject : RE: Draft Amendment-Roy's Hauling Services 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Hi Vangie:)

Here you go.

Thanks,
Marynel

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, September 09, 2014 3:28 PM
To: Marynel Trevino
Subject: Fwd: Draft Amendment-Roy's Hauling Services

Hello Marynel;
Just following up on this, not sure if Mr. Crain sent me anything on this. Can you please let me know.

Thank you

----- Forwarded Message -----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Marynel Trevino" <mntrevino@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, September 4, 2014 8:45:48 AM
Subject: Re: Draft Amendment-Roy's Hauling Services

Good Morning Marynel;
I'm sorry about the delay in sending the amended "Exhibit B-Bid Page" as Mr. Crain requested. Been focusing on a project that I was assigned to but nonetheless attached is the exhibit.

Please let me know if there are any questions.

Thank you;

Vangie

----- Original Message -----
From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, September 2, 2014 12:54:56 PM
Subject: FW: Draft Amendment-Roy's Hauling Services

Hi Vangie

We need the Exhibit A. see below:

1. Exhibit "B"-Bid Page the Contract is hereby deleted and the amended Exhibit B attached hereof as Exhibit A is substituted in lieu thereof;

Thank you,
Marynel

-----Original Message-----

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-14-017-03-05

THIS CONTRACT is made and entered into this 5th day of March, 2014 by and between the County of Hidalgo, Texas ("County"), and **Roy's Hauling Service, Inc.** ("Company").

WHEREAS, Company responded to request for bids for **"Hauling of All Road Materials for Precinct No. 1,** more particularly described in Exhibit "A" (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 accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County Commissioner's Court or their 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 **April 29, 2014** and ending **April 28, 2015** and may be extended at the sole discretion of County for an additional one (1) year period, 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 payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company **Roy's Hauling Service, Inc.**
C/O Roy Balderas Jr.
PO Box 1896
Edinburg, Texas 78540

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 without cause by County with thirty (30) 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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. **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 Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

WITNESS our hands in duplicate originals this 5th day of March, 2014.

COUNTY OF HIDALGO

By: Ramon Garcia

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

Approved by Commissioners' Court on 3/5/14 RO

COMPANY: **Roy's Hauling Service, Inc.**

By:

Printed Name: Roy Balderas Jr

Title: Vice-Pres.

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 27, 2014

_____
_____
_____
_____

Re: **HIDALGO COUNTY PRECINCT No.1 –"HAULING SERVICES OF ALL ROAD MATERIALS"**
RFB NO: 2014-017-02-12-MEG

Dear Respondents:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

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/meg

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 BID CHECKLIST

"HAULING SERVICES FOR ALL ROAD MATERIALS FOR HIDALGO COUNTY PRECINCT 1"

Bid No: 2014-017-02-12-MEG

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 4 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Exhibit "E-& E-1", Drivers Information, consisting of 2 pages.**
8. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
9. **Certification Regarding Debarment 1 page.**
10. **Draft Service Contract consisting of 8 pages**

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

January 27, 2014
Date

Bid No: 2014-017-02-12-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 1

"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE

February 12, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County Precinct 1 –HAULING SERVICES FOR ALL ROAD MATERIALS** 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-2014-017-02-12-MEG "HAULING SERVICES FOR ALL ROAD MATERIALS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 12, 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 "REQUEST FOR BIDS-2014-017-02-12-MEG-"HAULING SERVICES FOR ALL ROAD MATERIALS-HIDALGO COUNTY PRECINCT 1".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation - **"HAULING SERVICES FOR ALL ROAD MATERIAL-HIDALGO COUNTY PRECINCT 1"** 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 Precinct #1
C/O Katia Garcia
1902 Joe Stevens Ave.
Weslaco, Texas 78596
TEL: (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**February 12, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"HAULING SERVICES FOR ALL ROAD MATERIALS
FOR PRECINCT No. 1"
BID NO.: 2014-017-02-12-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
RFB No. 2014-017-02-12-MEG
(NIGP CODE: 962-39)

SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for all Road Materials" for Pct 1. It is intended that all hauling of road materials will be awarded on a **per ton basis,** per mile radius. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:
   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Bid price for the services must be per ton basis, per mile radius on an **"As Needed Basis".**

3) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

4) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

5) 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.

6) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
RFB No. 2014-017-02-12-MEG
(NIGP CODE: 962-39)

TERMS & CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional year terms 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 due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

10. After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no

reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase

continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Cris Ayala, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO: cris.ayala@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 5, 2014 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, February 7, 2014 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone №_____Fax №_____Cell №_____

Email address:_____

Authorized Signature:_____

Printed Name:_____

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **February 7, 2014**. For each 10% (increase or decrease) in the current OPIS Index of **February 7, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER S & CONT PROT ☐ OWNER S PROTECTIVE LIABILITY GEN L AGGREGATE LIMIT APPLIES PER. ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire MED (Any one person) PER S 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 ☐ CLAIM DE ☐ DEDUCT BLE RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT .**				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 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 Companys' 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

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2014-017-02-12-MEG

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "E-1"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2014-017-02-12-MEG

DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUMITTED WITH THIS BID.

#	NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

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)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-14-017-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2014 by and between the County of Hidalgo, Texas ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for **"Hauling of All Road Materials for Precinct No. 1,** more particularly described in Exhibit "A" (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 accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County Commissioner's Court or their 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 one (1) year period, 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 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.

DRAFT

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
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 without cause by County with thirty (30) 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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. **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 Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

WITNESS our hands in duplicate originals this_____ day of_____, 2014.

COUNTY OF HIDALGO

By:_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name: _____

Title:_____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

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EXHIBIT "A"

SPECIFICATIONS

RFB PACKET

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EXHIBIT "B"

VENDOR'S BID

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EXHIBIT "C"

INSURANCE REQUIREMENTS

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EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2014-017-02-12-MEG
(NIGP CODE: 962-39)

SPECIFICATIONS/REQUIREMENTS

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for all Road Materials" for Pct 1. It is intended that all hauling of road materials will be awarded on a **per ton basis,** per mile radius. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:
   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Bid price for the services must be per ton basis, per mile radius on an **"As Needed Basis".**

3) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

4) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

5) 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.

6) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2014-017-02-12-MEG
(NIGP CODE: 962-39)

TERMS & CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional year terms 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 due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

10. After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce,

eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Cris Ayala, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO cris.ayala@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, FEBRUARY 5, 2014 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than WEDNESDAY, FEBRUARY 7, 2014 BY 5:00 P.M.**

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

OPENED 2/12/14 9:25am Witnessed

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$ NO BID	- %	$ -
		11-20 miles	$ NO BID	- %	$ -
		21-30 miles	$ NO BID	- %	$ -
		31-40 miles	$ NO BID	- %	$ -
		41-50 miles	$ NO BID	- %	$ -
		51-60 miles	$ NO BID	- %	$ -
		61-70 miles	$ NO BID	- %	$ -
		71-100 miles	$ NO BID	- %	$ -
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	$ NO BID	- %	$ -
		11-20 miles	$ NO BID	- %	$ -
		21-30 miles	$ NO BID	- %	$ -
		31-40 miles	$ NO BID	- %	$ -
		41-50 miles	$ NO BID	- %	$ -
		51-60 miles	$ NO BID	- %	$ -
		61-70 miles	$ NO BID	- %	$ -
		71-100 miles	$ NO BID	- %	$ -
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$ 7.90	75 %	$ 5.93
		11-20 miles	$ 8.05	75 %	$ 6.04
		21-30 miles	$ 7.50	75 %	$ 5.63
		31-40 miles	$ 9.20	75 %	$ 6.90
		41-50 miles	$ 11.50	75 %	$ 8.63
		51-60 miles	$ 12.00	75 %	$ 9.00
		61-70 miles	$ 12.50	75 %	$ 9.38
		71-100 miles	$ 13.00	75 %	$ 9.75

Bidder/Company Name: Roy's Hauling Service, Inc.
Address: P.O. Box 1896
City/State/Zip Code: Edinburg, Texas 78540
Phone № 956.383.2206 Fax № 956.383.2569 Cell №
Email address: royshaulinginc@aol.com
Authorized Signature: Roy Balderas Jr.
Printed Name: Roy Balderas Jr.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
RFB NO. 2014-017-02-12-MEG

OPENED 2/12/14 10:35am Witnessed

PART II

Bid Price Adjustment by Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **February 7, 2014**. For each 10% (increase or decrease) in the current OPIS Index of **February 7, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Vendor

02/10/2014
Date

Roy Balderas Jr.
Print Name of Vendor

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2014-017-02-12-MEG

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL		VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
	1998	International	2HSFHAER3WC044857	1C64720	22-24	Owned
	1999	International	2HSFHAER0XC066851	1C64721	22-24	Owned
	2000	International	2HSFHAER9YC037946	1C64719	22-24	Owned
	2000	Peterbilt	1XPCU9X7YD483207	1C64722	22-24	Owned
	2000	Peterbilt	1XPCDU9X5YD483173	1C64723	22-24	Owned
	2006	Peterbilt	1XPFDB9X76D639700	1C64725	22-24	Owned
	2006	Peterbilt	1XPFDB9X06D639702	1C64724	22-24	Owned

EXHIBIT "C"

INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2014

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:
South Texas Solutions (956)343-2206 P.O. Box 1415 Edinburg, Texas 78540	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Scottsdale Insurance Company
INSURED Roy's Hauling Service P.O. Box 1896 Edinburg, Texas 78540	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			JOIDX-S	04/21/2014	04/21/2015	EACH OCCURRENCE	$ 1,000,000.00
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000.00
	POLICY PRO-JECT LOC							$
	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						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO 2802 S. BUSINESS 281 EDINBURG, TEXAS 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2014

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PRODUCER
Willis of Texas, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Praetorian Insurance Company	37257
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Roy's Hauling Service, Inc.
P O BOX 1896
Edinburg, TX 78539

COVERAGES **CERTIFICATE NUMBER:** W563380 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			PICTX0002828	08/20/2014	08/20/2015	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						PER STATUTE ☐ 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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1998 INTERNATIONAL #044857, 1999 INTERNATIONAL #066851, 2000 INTERNATIONAL #037946, 2000 PETERBILT #483207

2000 PETERBILT #483173, 2006 PETERBILT #639700, 2006 PETERBILT 639702

CERTIFICATE HOLDER

County of Hidalgo
2802 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian E. Lewis

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AGENCY CUSTOMER ID: _____

LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Texas, Inc.	Roy's Hauling Service, Inc. P O BOX 1896 Edinburg, TX 78539
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

5.2006, PETERBILT, TRUCK TRACTOR, 1XPFDB9X76D539700
6.2006, PETERBILT, TRUCK TRACTOR, 1XPFDB9X66D539702
7.2000, PETERBILT, TRUCK TRACTOR, 1XPCDU9X4RD483178
8.2000, PETERBILT, TRUCK TRACTOR, 1XPCDU9X5YD483206
9.2012, CTS, TRAILER, 5TG114029CS000639
10.2012, CTS, TRAILER, 5TG114025CS000638
11.2006, CTS, TRAILER, 1C9114020657770071
12.2006, CTS, TRAILER, 1C9114023657770687
13.1999, CPS, TRAILER, 4Z4111623XP001967
14.2001, CTS, TRAILER, 5TU343229750001345
15.2000, CPS, TRAILER, 4Z4515425YP002650
16.1999, CPS, TRAILER, 4Z4515423XP002244
17.2012, EAGER BEAVER, TRAILER, 1129D9523CL076418
18.2003, UTILITY, TRAILER, 1UYVS25393MU34807
19.2000, CTS, Trailer, 1CS114029YF770069

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2014

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PRODUCER SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	CONTACT NAME: KRISTINA BALDERAS PHONE (A/C, No, Ext): 956.343.2206 FAX (A/C, No): E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM
INSURED ROY'S HAULING SERVICE, INC. P.O. BOX 1896 EDINBURG, TEXAS 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TEXAS MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001275809	08/31/2014	08/31/2015	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S. BUSINESS HIGHWAY 281
EDINBURG, TEXAS 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AI-46583 **Purchasing Department** **22. B. 2.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Comm. Cuellar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department for: Hidalgo County Precinct No. 1 -"Sioux Road Paving and Drainage Improvements Project (from Tower Road to Val Verde Road)"-RFB No. 2014-362-10-15-MSS.

BACKGROUND

Proposed Schedule of Events:

No.	Event	Date
1	Bid Advertisements	09/27/14 and 10/04/14
2	Pre-Bid Conference	10/07/14 @ 3:00 PM
3	**Bid Openings**	10/15/2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-540

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

BUDGETARY IMPACT:

Funding available for advertisement through PO#703575.

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Purchasing Department		09/18/2014 04:22 PM
Budget & Management	Debbie Tamez	09/18/2014 04:28 PM
Glinda Pacheco	Glinda Pacheco	09/19/2014 09:49 AM
Auditor's Office	Debbie Tamez	09/19/2014 09:51 AM
Glinda Pacheco	Glinda Pacheco	09/19/2014 10:14 AM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Moises Salazar Started On: 09/18/2014

Final Approval Date: 09/19/2014

FORMS OF SPECIFICATIONS, CONTRACT, BONDS AND BID PROPOSALS

FOR

HIDALGO COUNTY PRECINCT NO. 1

SIOUX ROAD
PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Road to Val Verde Road)

BID NO.: 2014-362-10-15-MSS

PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374 ON SEPTEMBER 19, 2014 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES

PREPARED BY:

RAUL E. SESIN, P.E., PROJECT ENGINEER
HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25th STREET
EDINBURG, TEXAS 78539

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids for: "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road."

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of Hidalgo County Planning Department, 1304 S. 25th St., Edinburg, TX 78539 Phone No. **(956) 318-2842.**

PRE-BID CONFERENCE is scheduled for **Tuesday, October 07, 2014 @ 3:00 P.M.**, at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No.: 2014-362-10-15-MSS – Hidalgo County Precinct No. 1 – "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)."** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until 3:00 PM on Wednesday, October 15, 2014 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 23rd day of September, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

Hidalgo County Precinct No. 1
Sioux Road Paving & Drainage Improvements Project
From Tower Road to Val Verde Road
Bid No.: 2014-362-10-15-MSS

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2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Statement of Credentials
5) Information for Bidders
6) Bid Form
7) Bid Bond
8) Contract
9) Non Collusion
10) Payment Bond
11) Performance Bond
12) **Exhibit C** -Insurance Requirements
13) General Conditions of the Agreement
14) Title 29 Labor
15) Standard General Condition of Construction Contract
16) Supplemental General Condition
    Exhibit A General Notes
    a. Technical Specifications

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon

19) **Exhibit E**
    a. Change Order
    b. Payment of Application
    c. Estimate Quantity Update
    d. Schedule of Values
    e. Contract Time Statement
    f. List of Suppliers
    g. Partial Release of Lien
    h. Contractor's Affidavit of Payment of Debts and Claims
    i. Prevailing Wage Rates Certificate Statement
    j. Certificate of Construction Completion
    k. Contractor's Affidavit of Release of Liens
    l. Quantity Work Sheet

20) Construction Identification Sign

REQUEST FOR
SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	**2014-362-10-15-MSS**	**-HIDALGO COUNTY PRECINCT NO. 1- "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)."**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Planning Department,** Raul Sesin, P.E., 1304 S. 25th St., Edinburg, TX 78539, Ph. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for **Tuesday, October 07, 2014 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, October 15, 2014** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 08, 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 05th day of March, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 1

"Sioux Road
Paving & Drainage Improvements Project
(from Tower Road to Val Verde Road"

RFB NO: 2014-362-10-15-MSS

Acceptance Date: **October 15, 2014**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III

(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1 – SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** 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-2014-362-10-15-MSS - HIDALGO COUNTY PRECINCT NO. 1 - SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, OCTOBER 15, 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 "REQUEST FOR BIDS – 2014-362-10-15-MSS - HIDALGO COUNTY PRECINCT NO. 1 – SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Raul Sesin, P.E., Hidalgo County Planning Department to the attention of, *Nora D Cavazos at nora.cavazos@hchd.org* . Please call 956-318-2840 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 08, 2014. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to

submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID- 2014-285-07-32-MSS - HIDALGO COUNTY PRECINCT NO. 1 -"SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** 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:

Carlos Jasso, Accountant IV
Hidalgo County Precinct No. 2
300 W. Hall Acres Rd.
Pharr, Texas 78577
(956) 787-1891

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**October 07, 2014**
Bid Opening,	**3:00 PM**	**October 15, 2014**
Award of Contract		**_____, 2014**
Commence Work or Deliver Products		**_____, 2014**

HIDALGO COUNTY APPROVED 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	12/25/14 and 12/26/14

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;
. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid
for
HIDALGO COUNTY PRECINCT NO. 1

"SIOUX ROAD
PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Road to Val Verde Road)"
BID NO.: 2014-362-10-15-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Table of Contents presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, OCTOBER15, 2014 at 3:00 p.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder and/or contractor, concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):
Project Name: **Hidalgo County Precinct No. 1 – Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road).**
Project Number: **2014-362-10-15-MSS**

Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **100 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

12. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

14. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

16. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

17. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID TAB

HIDALGO COUNTY PRECINCT No. 1

PROJECT No. 2014-362-10-15-MSS

SIOUX ROAD PAVING AND DRAIANGE IMPROVEMENTS (FROM TOWER ROAD TO VAL VERDE ROAD)

ESTIMATOR: RAUL E. SESIN PE., CFM DATE:9/19/2014

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	*34.33*	*STA*	*PREPARING ROW*	*THREE HUNDRED* Dollars *FIFTY* Cents	*$300.50*	*$6,271.44*

BASE BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	24,865	SY	6" COMPACTED CALICHE (26')	Dollars Cents		
2	24,865	SY	1.5% LIME TREAT CALICHE BASE	Dollars Cents		
3	24,865	SY	EXCAVATE, TREAT WITH 2% LIME AND WORK EXISTING ROAD SECTION TO ACHIEVE PROPOSED 26' SUB-GRADE	Dollars Cents		
4	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	Dollars Cents		
5	200	LF	15" TGRCP CL III CULVERT PIPE	Dollars Cents		
6	592	LF	18" TGRCP CL III CULVERT PIPE	Dollars Cents		
7	90	LF	30" RGRCP CL III STORM DRAIN PIPE PIPE	Dollars Cents		
8	120	LF	36" RGRCP CL III STORM DRAIN PIPE PIPE	Dollars Cents		
9	210	LF	TRENCH PROTECTION	Dollars Cents		
10	210	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Dollars Cents		
11	12	EA	SAFETY END TREATMENT FOR 18" PIPE	Dollars Cents		
12	2	EA	TYPE "C" INLET	Dollars Cents		
13	3	EA	PIPE ENDWALL WITH CONCRETE RIP-RAP	Dollars Cents		
14	2,078	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	Dollars Cents		
15	392	SY	4" CONCRETE DRIVEWAYS	Dollars Cents		
16	16,300	LF	REGRADE ROADSIDE DITCH	Dollars Cents		
17	885	CY	COMPACTED DIRT FILL	Dollars Cents		
18	1	LS	TRAFFIC CONTROL	Dollars Cents		
19	1	LS	PAVEMENT MARKINGS	Dollars Cents		

BASE BID PRICE IN WORDS	BID IN FIGURES
Dollars Cents	$

ADD ALTERNATE #1 BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	23,049	SY	2" HMAC TYPE "D" (24')	Dollars Cents		

ADD ALTERNATE #1 BID PRICE IN WORDS	BID IN FIGURES
Dollars Cents	$

ADD ALTERNATE #2 BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	23,049	SY	PRIME COAT (MC-30) (0.2 GAL/SY)	Dollars Cents		

ADD ALTERNATE #2 BID PRICE IN WORDS	BID IN FIGURES
Dollars Cents	$

ADD ALTERNATE #3 BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	24,865	SY	BIAXIAL GEOGRID 1200	Dollars Cents		

ADD ALTERNATE #3 BID PRICE IN WORDS	BID IN FIGURES
Dollars Cents	$

ADD ALTERNATE #4 BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	90	LF	30" HP POLYPROPYLENE PIPE	Dollars Cents		
2	120	LF	36" HP POLYPROPYLENE PIPE	Dollars Cents		
3	210	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	Dollars Cents		

ADD ALTERNATE #4 BID PRICE IN WORDS	BID IN FIGURES
Dollars Cents	$

TOTAL BID PRICE IN WORDS (BASE BID)		BID IN FIGURES
	Dollars	$
	Cents	

TOTAL ADD ALTERNATE #1 PRICE IN WORDS		BID IN FIGURES
	Dollars	$
	Cents	

TOTAL ADD ALTERNATE #2 PRICE IN WORDS		BID IN FIGURES
	Dollars	$
	Cents	

TOTAL ADD ALTERNATE #3 PRICE IN WORDS		BID IN FIGURES
	Dollars	$
	Cents	

TOTAL ADD ALTERNATE #4 PRICE IN WORDS		BID IN FIGURES
	Dollars	$
	Cents	

LF - LINEAR FEET
EA- EACH
SY- SQUARE YARD(S)
LS- LUMP SUM

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **100** calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT #2
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto _____ as OWNER in the penal sum of _____
_____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the
_____
_____
_____
_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-14-XXX-XX-XX

This Agreement, entered into this_____day of_____, 2014 by and between **Hidalgo County** (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

Hidalgo County Precinct No. 1 "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road"

Hereinafter called the project, for the sum of _____ ($_____) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **100 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $**250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON;_____, 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 _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3)_____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____ _____, the Owner, dated the _____ day of _____, A.D. 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 1
"SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Rd to Val Verde Rd)"

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the –1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D., 20____.

ATTEST:

_____
(Principal) Secretary

(Seal)

_____
Witness as to Principal

_____
(Address)

Principal_____
By_____

(Address)_____

Telephone Number:_____

_____
Surety

ATTEST:

_____
(Surety) Secretary

(Seal)

_____
Witness as to Surety

_____
(Address)

By_____

(Address)_____

_____
NOTE:If Contractor is partnership all Partners should execute bond

Telephone Number:_____

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____,who signed the said bond on behalf of the Principal was then _____
of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ _____ OF _____,____ hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200_____, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 1
"SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Rd to Val Verde Rd)"

hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

(Texas Performance Bond) – Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D.

ATTEST:

_____
(Principal) Secretary

Principal_____
By_____

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

Telephone Number:_____

_____
(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____
(Individual Principal)

_____
(Address)
Telephone Number:_____

_____
(Business Address)
Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____
ATTEST:

_____
_____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____ _____,who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____

_____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

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 DUCTS – COMP/OP GG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS 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

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to County of Hidalgo, Raul E. Sesin, P.E.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.B.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and Insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and Insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or reposo.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC-14.02.C.1 Replace "ten days" with "thirty days" to read as follows:

Thirty days after presentation of the application for payment to OWNER with ENGINEERS recommendation, the amount recommended will (subject to provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER to CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

General Notes

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 1 AND HIDALGO COUNTY IRRIGGATION DISTRICT No. 2.

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2, 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 787-1422 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).

5. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION OF ANY CONFLICTING UTILITIES.

8. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

9. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

10. THE CONTRACTOR SHALL AT ALL TIME PROVIDE ACCESS TO EXISTING RESIDENCES.

11. THE CONTRACTOR IS TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY OR STATE.

12. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED, AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

13. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

14. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

15. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

16. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT

TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

17. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.

18. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.

21. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

22. COUNTY WILL PROVIDE CALICHE MATERIAL AND CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER AND ROADWAY. BASE AND SUB GRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 3.0%.

23. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

24. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT

COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

25. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.

26. EXISTING ROAD SECTION TO BE EXCAVATED AND STOCKPILED. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE) AND SALVAGE CALICHE SHALL BE TREATED WITH TWO (2) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. TREATED SALVAGE MATERIAL SHALL BE USED IN THE BOTTOM HALF OF THE PROPOSED ROAD. 8 IN. BASE SHALL HAVE A MINIMUM OF 4 IN. NEW CLAICHE AT THE TOP; THE REMAINING BOTTOM HALF SHALL BE ENTIRELY TREATED SALVAGE MATERIAL OR A COMBINATION OF TREATED SALVAGE MATERIAL AND NEW CALICHE. THE BASE SECTION SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY. IF APPLICABLE, ANY EXCESS SALVAGE MATERIAL CAN BE TREATED AND USED AS SUB-GRADE TO ATTAIN THE PROPOSED CROSS SECTION OF THE ROAD. THE SUB-GRADE OF THE PROPOSED ROAD WILL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY AND GRADED TO THE CROSS-SLOPE AS PER THE PROPOSED ROAD CROSS-SECTION DETAILS. THE EXCAVATION, COMPACTION AND GRADING FOR THE DIFFERENCE BETWEEN THE PROPOSED AND EXISTING ROAD SECTIONS SHALL BE SUBSIDIARY TO THE UNIT BID PRICES FOR THE EXCAVATION, STOCKPILING AND WORKING OF THE EXISTING ROAD SECTION (SEE CORE REPORT FOR THE THICKNESS OF THE EXISTING PAVEMENT SECTION).

27. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12. THE GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

TYPE D GRADE 6

Sieve No.	Percent Retained
2	0
½	20-60
4	40-75
40	75-85

28. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT NO 1. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT NO 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS, IMMEDIATELY UPON THEIR REMOVAL, IS REQUIRED. ALL SIGNING, BARRICADING AND TRAFFIC CONTROL SHALL CONFORM TO 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 WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSED.

30. PERMANENT PAVEMENT MARKINGS FOR THIS PROJECT 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 COUNTY POLICY. THE ROADWAY WILL BE RE-STRIPED AT NO ADDITIONAL COMPENSATION.

31. THE BEADS USED ON THIS PROJECT SHALL MEET THE REQUIREMENTS OF TxDOT 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.

32. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW ANY REQUIREMENTS AND TO ENSURE QUALITY WORK.

33. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN ON ALL STREET AND ROAD CROSSINGS FOR APPROVAL BY HIDALGO COUNTY PRECINCT No. 1 AND PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, TxDOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. THE CONTRACTOR SHALL INSTALL THE APPROPRIATE ALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE APRONS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

35. THE CONTRACTOR SHALL INSURE A 6 IN. MINIMUM COVER FOR CULVERTS. THE RELAYING OF PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR ROADSIDE DITCH GRADING OF THE PROJECT.

36. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS AS PER PROPOSED CONDITIONS STATED IN THE DRIVEWAY LAYOUT.

Technical Specifications

TECHNICAL SPECIFICATIONS

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SECTION 00101

ABBREVIATIONS AND DEFINITIONS

PART 1 - ABBREVIATIONS

1.01 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

AB ..... Aggregate Base
AC ..... Asphalt Concrete
ACB ..... Asphalt Concrete Institute
ACI ..... American Concrete Institute
ACP ..... Asbestos Cement Pipe
ACPA ..... American Concrete Pipe Association
AD ..... Assessment District
AGC ..... Associated General Contractors of America, Inc.
AIEE ..... American Institute of Electrical Engineers
AISC ..... American Institute of Steel Construction
ANSI ..... American National Standards Institute
APWA ..... American Public Work Association
AREA ..... American Railway Engineers Association
ASMI ..... American Society of Mechanical Engineers
ASCE ..... American Society of Civil Engineers
Asph ..... Asphalt
ASTM ..... American Society for Testing and Materials
AWG ..... American Wire Gage (Nonferrous Wire)
AWPA ..... American Wood Preservers Association
AWPI ..... American Wood Preservers Institute
AWS ..... American Welding Society
AWWA ..... American Water Works Association
BC ..... Beginning of Curb or Back of Curb
BCR ..... Beginning of Curve Return or Back of Curb Radius
BM ..... Bench Mark
BWG ..... Birmingham Wire Gage (Iron and Steel Wire)
CB ..... Catch Basin
C.C. or C/C ..... Center to Center
Cem. ..... Cement
CF ..... Curb Face
CI ..... Cast Iron
CIP ..... Cast-Iron Pipe
CIPP ..... Cast-in- Place Pipe
C.L. or CL ..... Center Line
CMP ..... Corrugated Metal Pipe
CMPA ..... Corrugated Metal Pipe Arch
CO ..... Clean Out
Col ..... Column

Conc.....Concrete
Const.....Construct
DF .....Douglas Fir
DG.....Decomposed Granite
DMH.....Drop Manhole
D/W.....Driveway
EC .....End of Curve
EL. or Elev.....Elevation
Ex. or Exist. .....Existing
F & C.....Frame and Cover
FH .....Fire Hydrant
FL.....Flow Line
Fl. El.....Floor Elevation
FS .....Federal Specification of Finished Surface
FHWA .....Federal Highway Administration, Department of Transportation
Galv.....Galvanized
GL .....Ground Line
Gr. .....Grade
H .....Height or High
HC.....House Connection Sewer
Hor .....Horizontal
ID .....Inside Diameter
Inv. .....Invert
IP.....Iron Pipe
ITE .....Institute of Transportation Engineers
Lin. .....Liner
LL.....Liquid Limit
Long .....Longitudinal
Max. .....Maximum
MH .....Manhole
M.....Thousand
m.....meter or middle
Min. .....Minutes or Minimum
Mon. .....Monolithic or Monument
MTD .....Multiple Tile Duct
NEC .....National Electrical Code
NEMA.....National Electrical Manufacturers Association
NFPA .....National Fire Protection Association
NGS .....National Geodetic Survey
OC.....On Center
OD.....Outside Diameter
PC .....Point of Curvature
PCC .....Point of Compound Curve or Portland Cement Concrete
PI.....Point of Intersection or Plasticity Index
PL.....Property Line or Plastic Limit
PP .....Power Pole
ppm.....Parts per Million
PRC .....Point of Reverse Curve
Prop .....Proposed or Property
psf .....Point of Tangency

psi ..... Pavement
PT ..... Polyvinylchloride Pipe
Q ..... Rate of Flow
R ..... Radius
RC ..... Reinforced Concrete
RCP ..... Reinforced Concrete Pipe
Rdwy ..... Roadway
Ret.Wall ..... Retaining Wall
RGRCP ..... Rubber Gasket-Reinforced Concrete Pipe
s. ..... Slope
SAE ..... Society of Automotive Engineer
San. ..... Sanitary
SCCP ..... Steel Cylinder Concrete Pipe
SD ..... Storm Drain
Sdl ..... Saddle
Sect. ..... Section
Spec. ..... Specification
San. S ..... Sanitary Sewer
St. ..... Street
Sta. ..... Station
Std. ..... Standard
T ..... Tangent Distance
TH ..... Test Hole
THM ..... Trap Manhole
UL ..... Underwriters' Laboratories, Inc.
USA ..... United States of America Standards Institute, Inc.
V ..... Velocity
VC ..... Vertical Curve
VCP ..... Vitrified Clay Pipe
VCPI ..... Vertical Curve Point of Intersection
Vert. ..... Vertical
W.I. ..... Wrought Iron

1.02 All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

PART 2 - DEFINITIONS

2.01 Agreement-- The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

2.02 Application for Payment-- The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

2.03 Bid-- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

2.04 Bidder-- Any person, firm, or corporation submitting a Bid for the Work.

2.05 Bonds-- bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

2.06 Change Order-- A written order to CONTRACTOR signed by COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.07 CITY -- A public body or authority or the contracting agency for whom the work is to be performed.

2.08 Contract Documents-- The Agreement, Addenda (whether issued prior to the opening of Bids of the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Certificate of Insurance, the Notice of Award, Notice to Proceed, these COUNTY of McAllen Standard Specifications, Plans and Drawings, and all Modifications.

2.09 Contract Price-- The total monies payable to CONTRACTOR under the Contract Documents.

2.10 Contract Time-- The number of days stated in the Agreement for the completion of the Work, computed of the Work, computed as provided in paragraph 17.2.

2.11 Contracting Agency-- (See COUNTY)

2.12 CONTRACTOR-- The person, firm, or corporation with whom OWNER has executed the Agreement.

2.13 Day-- A calendar day of twenty-four hours measured from midnight to the next midnight.

2.14 Drawings or Plans-- The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

2.15 ENGINEER-- The OWNER'S employee or agent responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.

2.16 Field Order-- A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or order minor changes in the Work in accordance with paragraph 10.2.

2.17 General Conditions -- Conditions which apply to all projects and which can be modified by Special conditions.

2.18 General Provisions-- A term having the same meaning as the term General Conditions.

2.19 Modification-- (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

2.20 Notice of Award-- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

2.21 Notice to Proceed-- A written notice given by COUNTY to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

2.22 Project-- The entire construction to be performed as provided in the Contract Documents.

2.23 Reference Specifications, Test Methods, and Applicable Codes-- All standard specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest publiqhed issues as of the date of publication issues as of the date of Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

2.24 Resident Project Representative-- The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

2.25 Service Connections-- Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.

2.26 Shop Drawings-- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

2.27 Special Conditions-- Conditions which are written for a specific project and which modify any section or paragraph of the General Conditions.

2.28 Specifications, also Technical Specifications-- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. When Section Items 400, 402, 403, 420, 421, 440, 462, 464 make reference to the following Item numbers 132, 360, 404, 420, 424, 426, 427, 431, 437, 438, 441, 446, 448, 50, 522, 524, 526, 575, the CONTRACTOR shall use Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges Latest Edition for Specifications of the aforementioned Item Numbers.

2.29 Subcontractor-- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.30 Substantial Completion-- The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

2.31 Supplementary Specifications-- which are written to modify any section or paragraph of the Technical Specifications of this document.

2.32 Utility--Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.

A. Public Utility--Owned and operated by a municipality or another political subdivision of the State.

B. Private Utility--Owned and operated by a private company or corporation.

2.33 Work-- Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

***** END OF SECTION *****

SECTION 00102

PRELIMINARY MATTERS

PART 1 - EXECUTION OF AGREEMENT:

1.01 At least four (4) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to COUNTY within fifteen days of the Notice of Award; and COUNTY will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. COUNTY will identify those portions of the Contract Documents not so signed and such identification will be biding on all parties. COUNTY, CONTRACTOR, and Project ENGINEER shall receive and executed counterpart of the Contract Documents and additional conformed copies as required.

PART 2 - DELIVERY OF BONDS

2.01 When he delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with the contract documents.

PART 3 - CONTRACT DOCUMENTS

3.01 COUNTY shall furnish to CONTRACTOR up to three (3) copies, unless otherwise provided in the Special Conditions, of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

PART 4 - CONTRACTOR'S ACKNOWLEDGMENT

4.01 CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, Work, locality, and will all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirement of the Contract Documents.

4.02 CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

PART 5 - COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

5.01 The Contract Time will commence to run on the thirteenth day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later that the nineteenth day after the day on which COUNTY delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which COUNTY delivers the executed Agreement to CONTRACTOR.

PART 6 - PRE-COMMENCEMENT ACTIVITIES

6.01 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract documents and check and verify pertinent figures shows thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings of Specifications.

6.02 Within ten days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.

6.03 Before starting the work at the site, CONTRACTOR shall furnish ENGINEER certificates of insurance as required in the Contract Documents. Within twenty days after delivery of the executed Agreement by COUNTY to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ENGINEER, Project Engineer, Project Inspector, CONTRACTOR and his Superintendent.

PART 7 - COMMENCEMENT

7.01 CONTRACTOR shall tart to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract time commences to run.

*** * * END OF SECTION * * ***

SECTION 00104

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 The Contractor shall be responsible for providing materials which meet the requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the CONTRACTOR will be required to furnish a manufacturer's certificate that the material meets the requirements specified for this project.

1.02 The COUNTY shall monitor all materials incorporated into the project and their placement by testing at the COUNTY's expense. The COUNTY does not guarantee the accuracy or validity of the data nor does the COUNTY assume any responsibility for the CONTRACTOR'S interpretation of the data. Materials or work which do not meet the specifications shall be removed or modified.

1.03 All retesting for work rejected on the basis of the initial test results will be at the expense of the CONTRACTOR and the extent of the retesting shall be determined by the ENGINEER. The ENGINEER may require additional testing for failing tests and may require two passing retests acceptance will be made by the COUNTY.

1.04 The testing laboratory will be designated by the ENGINEER and shall perform all work in a professional manner and conform to the requirement of ASTM E 329.

1.05 Inspection, sampling and testing requirements, where applicable, are set forth in, but not necessarily limited to, the following Sections:

Section XXX Earthwork - Excavating, Backfilling and Compacting:

	Compaction Control and Testing.
Section	Sub-grade and Base Construction.
Section	Street Surface Courses.
Section	Concrete and Structures.
Section	Underground Piped Utilities.
Section	Incidental Construction.
Section	Soil Treatment, Termite Control.
Section	Pile Driving, Load Tests.
Section	Metal Fastening: Welding and Bolting.
Section	Structural Metal Framing.

PART 2 - LABORATORY DUTIES AND LIMITS OF AUTHORITY

2.01 Cooperate with ENGINEER and CONTRACTOR: provide qualified personnel as required promptly on notice.

2.02 Acquaint ENGINEER'S personnel with testing procedures and with all special conditions encountered at the site.

2.03 Perform specified inspections sampling and testing of materials and construction methods:

A. Comply with specified standards, ASTM and other recognized authorities.
B. Ascertain compliance with contract requirements.

2.04 Promptly notify the ENGINEER of irregularities or deficiencies of work which are observed during performance of services.

2.05 Promptly submit 3 copies of reports of observations and tests to the ENGINEER including but not limited to:

2.06 Perform additional services ordered by the ENGINEER.

2.07 Laboratory is not authorized to:
A. Release, revoke, alter or enlarge on contract requirements.
B. Approve or accept any portion of work.
C. Perform any duties of the CONTRACTOR.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 Furnish product mix design together with the applicable design work sheets and data to meet or exceed contract requirements.

3.02 Cooperate with COUNTY's laboratory personnel, provide access to the work or to the manufacturer's operations.

3.03 Provide to laboratory preliminary representative samples of materials to be tested in specified quantities.

3.04 Furnish copies of mill test reports.

3.05 Furnish verification of compliance with contract requirements for materials and equipment.

3.06 Furnish casual labor and facilities:
A. To provide access to work to be tested.
B. To obtain and handle samples at site.
C. To facilitate inspections and tests.
D. For laboratory's exclusive use for storage and curing of test samples.

3.07 Notify ENGINEER 24 hours in advance of operations to allow for the assignment of personnel.

3.08 Notify laboratory 24 hours in advance of operations to allow for the assignment of personnel.

3.09 Correct work which is defective or which fails to conform to the Contract Documents. Corrective work shall not delay the project or the work of other CONTRACTORS.

3.10 Pay all costs of retesting when test results indicate non-compliance with contract requirements.

3.11 Patch all surfaces and areas disturbed by testing operation.

*** * * END OF SECTION * * ***

SECTION 00105

AVAILABILITY OF LAND, PHYSICAL CONDITIONS AND REFERENCE POINTS

PART 1 - AVAILABILITY OF LANDS

1.01 COUNTY shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

1.02 Easement for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in COUNTY's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore in the Contract Documents.

1.03 CONTRACTOR shall provide for all additional lands and access thereto may be required for temporary construction facilities or storage of materials and equipment.

PART 2 - PHYSICAL CONDITIONS; SURVEYS AND REPORTS

2.01 The COUNTY will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in ENGINEER'S office.

2.02 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

2.03 ENGINEER will promptly investigate those conditions and perform further surveys or subsurface tests deemed necessary. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR.

2.04 If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 3 - REFERENCE POINTS

3.01 ENGINEER shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable CONTRACTOR to proceed with the Work.

3.02 CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions) and shall protect and preserve the established reference point and shall make no changes or relocations without the prior written approval of ENGINEER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

3.03 CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

*** * * END OF SECTION * * ***

SECTION 00106

SUSPENSION OF WORK AND TERMINATION

PART 1 - COUNTY SUSPENSION OF WORK

1.01 ENGINEER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed.

1.02 CONTRACTOR shall resume the work on the date so fixed.

1.03 CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Section 107 and the contract documents.

PART 2 - COUNTY TERMINATION OF WORK

2.01 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the contract Documents, then ENGINEER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven day's written notice, terminate the services of CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and finish the work by whatever method he may deem expedient.

2.02 In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional service, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY.

2.03 Such costs incurred by COUNTY shall be determined by ENGINEER and in corporate in a Change Order.

2.04 Where CONTRACTOR's services have been so terminated by ENGINEER, said terminations shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue.

2.05 Any retention or payment of monies by COUNTY due CONTRACTOR will not release CONTRACTOR for liability.

2.06 Upon seven days written notice to CONTRACTOR, COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

PART 3 - CONTRACTOR SUSPENSION OR TERMINATION OF WORK:

3.01 If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by COUNTY or under an order of court or other public authority, or ENGINEER fails to act on any application for payment within thirty days after it is submitted, or COUNTY fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days written notice to ENGINEER, terminate the agreement and recover from COUNTY payment for all work executed and any expense sustained plus a reasonable profit.

3.02 In addition and in lieu of terminating the agreement, if ENGINEER has failed to act on an application for payment or COUNTY has failed to make any payment as a foresaid, CONTRACTOR may, upon seven days' notice to ENGINEER, stop the work until he has paid all amounts then due.

*** * * END OF SECTION * * ***

SECTION 00107

WORK BY OTHERS

PART 1 - GENERAL

1.01 COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or COUNTY, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.02 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or COUNTY,) CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

1.03 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

1.04 If the performance of additional work by other contractors of COUNTY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

1.05 Work by the CONTRACTOR and work by others should be coordinated and expedited by the COUNTY of his representative to prevent time delays and additional cost to the CONTRACTORS. Any extension of time and/or additional costs caused by other contractors or utility service companies may be claimed.

*** * * END OF SECTION * * ***

SECTION 00108

CONTRACTOR'S RESPONSIBILITIES

PART 1 - SUPERVISION AND SUPERINTENDENCE

1.01 CONTRACTOR shall supervise and direct the work efficiently and with is best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method,technique,sequence, or procedure of construction which is indicated in and required by the contract documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.

1.02 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER (Written Notice Only, Not Consent) except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

PART 2 - LABOR, MATERIALS AND EQUIPMENT

2.01 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He shall at all times maintain good discipline and order at the site.

2.02 CONTRACTOR shall furnish all material, equipment, labor, transportation,construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.03 All materials and equipment shall be new, except as otherwise provided in the contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.04 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except asotherwise provided in the contract documents.

PART 3 - SUBCONTRACTORS

3.01 If the specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to the specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use

in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as ENGINEER may require which shall be furnished at CONTRACTOR's expense.

PART 4 - SUBCONTRACTORS

4.01 CONTRACTOR shall not employ and subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the notice of award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER. Acceptance of any subcontractor, other person, or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject defective work or work not in conformance with the contract documents.

4.02 If COUNTY or ENGINEER, after due investigation, have reasonable objection to any subcontractor,other person, or organization proposed by CONTRACTOR after the notice of award, CONTRACTOR shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and on appropriate change order shall be issued. CONTRACTOR shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of COUNTY and ENGINEER, make any substitution for any subcontractor, other person, organization who has been accepted by COUNTY and ENGINEER unless ENGINEER determines that there is good cause for doing so.

4.03 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the contract documents shall create any contractual relationship between COUNTY or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment of any monies due any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.

4.04 The sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

4.05 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of COUNTY.

PART 5 - PATENT FEES AND ROYALTIES

5.01 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to

the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the contract documents for use in the performance of two work and if, to the actual knowledge of COUNTY or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by COUNTY in the contract documents.

5.02 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the contract documents and shall defend all such claims in connection with any alleged infringement of such rights.

PART 6 - PERMITS

6.01 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACT, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

PART 7 - LAWS, REGULATIONS AND ORDINANCE

7.01 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications or drawings are at variance-therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such law, ordinances, rules, and regulations and without such notice to ENGINEER, he shall bear all costs arising there from; however, it shall not be is primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

PART 8 - TAXES

8.01 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws and ordinances.

PART 9 - USE OF PREMISES

9.01 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the contract documents and shall not unreasonably encumber the premises with materials or equipment.

9.02 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

PART 10 - RECORD DRAWINGS

10.01 CONTRACTOR shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for COUNTY upon completion of the project.

PART 11 - SAFETY AND PROTECTION

11.01 CONTRACTOR shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons who may be affected thereby:

B. All the work and materials or equipment to be incorporated there-in whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.02 The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least 24 hours notice of the commencement of work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities at least 48 hours in advance when prospection of the work may effect them. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR.

11.03 CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to CONTRACTOR that work is acceptable.

11.04 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

PART 12 - EMERGENCIES

12.01 In emergencies affecting the safety of persons or the work or property at the site or

adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby; and a change order shall thereupon be issued covering the changes and deviations involved.

12.02 If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim there for.

PART 13 - SHOP DRAWINGS AND SAMPLES

13.01 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions, five copies (or, to ENGINEER's option, one reproducible copy) of all shop drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The date shown on the shop drawing will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

13.02 CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

13.03 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawings or sample may have from the requirements of the contract documents.

13.04 ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called by the ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

13.05 Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in a good order by CONTRACTOR at the site and shall be available to ENGINEER.

13.06 ENGINEER approval of shop drawings or samples shall not relieve CONTRACTOR from

his responsibility for any deviations from the requirements of the contract documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

PART 14- CLEANING

14.01 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alterations by the contract documents, unless the completion of the work is directly affected by the item in dispute.

PART 15 - INDEMNIFICATION

15.01 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.02 In any and all claims against COUNTY or ENGINEER or any of their agents or employees by copy any employees of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.01 shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15.03 The obligations of CONTRACTOR under paragraph 15.01 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys change orders, designs, or specifications or (b) the giving of or giving or failure to give is the primary cause of injury or damage.

*** * * END OF SECTION * * ***

SECTION 00113

SOILS AND SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 Depending on the project requirements, the ENGINEER may have obtained geotechnical information, which may include subsurface date, logs of soil borings and recommendations from geotechnical consultants.

1.02 Any information obtained is solely for use by the ENGINEER in the design of the project and are not part of the contract. If soil borings have been prepared they will be included in the section or on the plans.

1.03 Any geotechnical information included is for information only. The COUNTY and the ENGINEER do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the CONTRACTOR'S interpretation or conclusions drawn from the data.

1.04 The CONTRACTOR may, at his option, perform additional subsurface investigations at his own expense.

*****END OF SECTION*****

SECTION 02101

PREPARATION OF RIGHT-OF-WAY

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Removal and disposal of all obstructions from the right-of-way and from designated easements, as noted in the plans.

B. Obstructions shall include:

1. Remains of houses not completely removed by others.
2. Concrete, foundations, floorslabs curb and gutter, driveways, and sidewalk.
3. Building materials such as brick, lumber and plaster.
4. Water wells, septic tanks, manholes, inlets , utility pipes and conduits.
5. Underground service station tanks, equipment or other foundations.
6. Fencing and retaining walls.
7. Paved parking areas.
8. Abandoned railroad tracks, ties, and scrap iron.
9. Ancillary structures such as shacks and outhouses.
10. Trees, stumps, bushes, shrubs, roots, limbs and logs.
11. All rubbish and debris whether above or below ground.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 GENERAL

A. Clear entire project right-of-way and such other areas, including public or corporate lands, specified in the plans of all structures and obstructions.

B. Trim carefully all trees and shrubs designated for preservation and protect from scarring or other injuries during construction operation.

C. Removal of all foundations and underground obstructions, unless otherwise specified, shall be removed to the following depths:

1. In embankment areas, two (2) feet below natural ground.
2. In excavation areas, two (2) feet below the lower elevation of excavation.
3. In all other areas, one (1) foot below natural grade.

D. Backfill all holes, as directed by the ENGINEER, resulting from all removals.

E. Complete the preparation of right-of-way such that prepared right-of-way is free of holes, ditches and other abrupt changes in elevations and irregularities to contours.

F. Plug the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits and utility pipes with concrete, as specified by the ENGINEER, to form a tight closure.

G. On existing concrete where only a portion is to be removed, care shall be exercised to avoid damage to remaining concrete. Where concrete reinforcement is encountered in removed portions, a minimum of one (1) foot of such reinforcement shall be cleaned of old concrete and left in place to tie into new construction. Concrete to be preserved, but subsequently destroyed by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR at his expense in accordance with County Specifications, or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PREPARATION OF RIGHT-OF-WAY

A. Preparation of right-of-way shall be measured on a lump-sum basis with measurement for payment made only on areas indicated and classified on the plans as preparation of right-of-way.

B. When not listed as a separate contract pay item, preparation of right-of-way shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1.	Footings	18" below bottom of footing
2.	Sidewalks (or other types of walks)	12" below bottom of walk
3.	Roadways or Streets	18" below bottom of sub-grade
4.	Parking Areas	18" below bottom of sub-grade
5.	Grassed Areas	18" below top soil
6.	Fills	24" below bottom of fill

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP:

A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as a separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay items or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * *END OF SECTION * * ***

SECTION 02210

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of scarifying, blading and rolling the sub-grade to obtain a uniform texture and provide as nearly as practical a uniform density for the 6-inches of the sub-grade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. All preparing of the right-of-way and/or clearing and grubbing shall be complete before starting the sub-grade preparation.

B. The sub-grade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.

C. All unsuitable material shall be removed and replaced with approved material.

D. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18-inches under all structures and 12-inches under areas to be vegetated. All holes, ruts and depressions shall be filled with approved material.

E. The surface of the sub-grade shall be finished to the lines and grades as established and be in conformity with the typical sections indicated.

F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.

G. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

H. The CONTRACTOR will be required to set blue tops for the sub-grade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

I. All suitable material removed may be utilized in the sub-grade with the approval of the ENGINEER. All other material required for completion of the sub-grade shall also be subject to approval by the ENGINEER.

J. Sub-grade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density s determined in accordance with SDHPT test method tex-114-E.

K. Sub-grade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.

L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

M. Just prior to placing any base materials, density and moisture content of the top 6-inches of compacted sub-grade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the sub-grade shall be reworked as necessary to obtain the specified compaction and moisture content.

N. When lime stabilization of the sub-grade is specified, the lime is to be added in accordance with Section 02240, Lime Stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. All acceptable sub-grade preparation will be measured by the square yard.

B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.02 PAYMENT

A. The accepted quantities of sub-grade preparation will be paid for at contract unit bid price per square yard.

B. When not listed as a separate contract pay item, sub-grade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item (s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02221

TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Excavation, shoring, de-watering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS:

A. Site Acceptance:

1. Accept site in condition existing during Contract time frame.
2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.

B. Adverse Weather:

1. Place no backfill that is excessively wet or frozen.
2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL:

A. The type of bedding shall be stated on the Plans or in the Special Conditions of the contract document. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.

B. Excavated Material Backfill:
Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6 inches and frozen earth debris and roots larger than 2 inches are removed for the initial backfill.

C. Select Backfill:
Select backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than 2 inches.

D. Sand Backfill:
Sand backfill shall be clean, hard, durable, un-coated grains, free from lumps and organic material. All materials must pass a No. 8 Sieve.

E. Granular Backfill:
Granular backfill shall be free flowing, such as sand or hydraulically graded shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.

F. Controlled Density Fill:
Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK:

A. Use crushed rock or stone with 70-100% passing 1> inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING:

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL:

A. Dewatering:

1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on excessively wet soil.
2. Prevent surface water from flowing into excavation.
3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
4. No sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities:

1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing:

1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
3. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade:

1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with approval of ENGINEER.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING:

A. General:

1. Method of excavation at CONTRACTOR's option.
2. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
3. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics:

1. Depth: as indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width:
   a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
   b. Maximum width as follows:

Pipe Size Inches	**Max. Trench Width**
4 &6	2' - 0"
8 & 10	2' - 4"
12	2' - 6"
15	2' - 9"
18	3' - 0"
Over 18	Pipe O.D. + 12"

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS:

A. Stop work and notify ENGINEER.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by ENGINEER.

3.04 ROCK EXCAVATION:

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by ENGINEER.

C. Use of explosives not permitted without prior written authorization from OWNER and ENGINEER.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 BEDDING:

A. Place after bottom of trench has been excavated to proper depth and grade.

B. Place, compact and shape bedding material to conform to barrel o pipe to insure continuous firm bedding for fill length of pipe.

C. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

Pipe Material	Minimum Bedding Class
1. Vitrified Clay Pipe	Class C *
2. Non-reinforced Concrete Pipe	Class C *
3. Reinforced Concrete Pipe	Class D *
4. Ductile Iron Pipe	Class D *
5. Steel Cylinder	Class C *
6. Flexible or Composite Pipe	Class 1 * *

* Refers to standard detail, "Pipe Envelope Requirements ",Dwg. D-01.

** Refers to standard detail, "Flexible Pipe Bedding Requirements", Dwg. D-02.

3.06 TRENCH BACKFILL

A. Use excavated material backfill (2.01B) unless otherwise specified.

B. Use Sand Backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.

C. Initial Backfill:

1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
2. Carry out in an orderly fashion after authorization to cover pipe has been given.
3. Allow no more than 300 feet of trench to be open at one time.
4. Do not backfill until concrete or mortar has sufficiently cured.
5. Record location of connections and appurtenances before backfilling.
6. Place by hand and hand tamp to not less than 12-inches above top of pipe, in approximately 4-inch layers.
7. Backfill simultaneously on both sides of pipe to prevent displacement.
8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.

D. Subsequent Backfill:

1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
3. Area under or within 5 feet of pavement; and under or within 2 feet of utilities, buildings, or walks shall be mechanically compacted to the top of the sub-grade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
4. Areas not subject to vehicular traffic shall be backfilled in layers not more than 10-inches in depth.
5. Compaction method at discretion of CONTRACTOR with following exceptions:

    a. If in OWNER's opinion compaction method presents potential damage to pipe, it will not be allowed.
    b. Compaction of any backfill material by flooding or jetting will require prior written authorization of ENGINEER.

6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.

E. Controlled Density Fill:

1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by ENGINEER.

3.07 EXCESS MATERIAL:

A. Waste excess excavated material where directed by ENGINEER.

3.08 TESTING:

A. Unless specified elsewhere, testing will be responsibility of OWNER.

B. Standard Proctor Density:

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density:

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per each 400 cubic yards of backfill placed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION:

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard only if a bid item is established in the contract.

4.02 BACKFILL:

A. Payment for backfill shall be made at the contract unit price per cubic yard only if a separate bit item is established in the contract.

B. No allowance for waste shall be made.

C. If ENGINEER orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by ENGINEER because the CONTRACTOR has over-excavated the trench width.

D. If the CONTRACTOR over-excavates the trench width and the ENGINEER orders the next higher class of embedment to be used, the embedment for as if the original specified embedment was used.

E. If the ENGINEER orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.

F. If the CONTRACTOR fails to compact the backfill to the density requirements, the ENGINEER may order the material removed and replaced at no cost to the OWNER.

G. The disposal of rejected material shall be at no cost to the OWNER.

*** * * * END OF SECTION * * * ***

SECTION 02225

UNCLASSIFIED STREET EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Perform all required excavation within the limits of right-of-way and adjacent thereto (except excavations specifically described and provided for elsewhere in the specifications).

B. Remove, properly use, or dispose of all excavated materials.

C. Shape and finish all earthwork in conformance with lines and grades as shown on the plans or as specified by the ENGINEER.

D. Schedule work to avoid property owner inconvenience as practical during construction.

E. Exercise care in operating applicable equipment beneath or adjacent to trees, sidewalks, poles, and other existing features to prevent damage.

F. Restore obstructions removed to accommodate construction equipment or to facilitate excavation.

1.02 CLASSIFICATION:

A. All street excavation shall be unclassified, regardless of material encountered.

B. Any reference to rock or any other material on the plans, or in these specifications, is not to be constructed as classification of the excavation.

PART 2 - PRODUCTS

2.01 SUBGRADE:

A. Use on-site material moved from cut areas to fill areas as approved by ENGINEER.

B. Use borrow materials from areas designated as needed.

2.02 DRAINAGE PROVISIONS:

A. Interruptions of natural surface drainage, or flow of artificial drains shall be mitigated by the CONTRACTOR by use of temporary drainage facilities, as approved by the ENGINEER, to prevent damage to public or private interest.

B. Restore original drainage as soon as the work shall permit.

C. The CONTRACTOR shall be held liable for all damages which may result from neglect to provide for either natural or artificial drainage which his work may have interrupted.

PART 3 - EXECUTION

3.01 UNCLASSIFIED STREET EXCAVATION:

A. Perform all excavation, embankment and grading required for pavement and/or curb and/or gutter as shown on plans.

B. Move suitable excavated material to areas requiring fill and place in accordance with these specifications. Determination of suitable material will be made by ENGINEER. Haul unsuitable material to waste sites.

C. Slope cut or fill sections uniformly from curb line to sidewalk or other controlling feature, as designated by ENGINEER. Smooth bank to provide a neat finished appearance.

D. Remove and replace unstable soils encountered during grading operations with suitable material. Notify ENGINEER of suspected unsuitable material before commencing removal. Authorized replacement with select material will be paid for by change order.

E. Replace gravel or rock driveway surfaces disturbed by grading with like material at no additional cost to OWNER.

F. Strip, salvage and stockpile topsoil in sufficient quantity to allow a uniform 6-inch lift over all disturbed areas not otherwise surfaced. Topsoil is included in unclassified excavation.

G. Removed existing culvert pipe where shown as part of incidental to unclassified excavation.

3.02 UNSTABLE OR UNSUITABLE SUBGRADE:

A. Excavate unstable subgrade at least 2 feet below grade where directed by ENGINEER.

B. Replace with suitable stable material approved by ENGINEER.

C. Compact to uniform density in 6-inch lifts.

D. Density of compacted subgrade to be equal to or greater than adjacent undisturbed grade.

E. Payment will be as specified for unclassified excavation.

F. Conduct operations in such a manner such that measurements may be taken before any backfill, as required above, is placed.

3.03 EXCESS OR UNSUITABLE EXCAVATION:

A. Dispose of excavation in excess of that needed or unsuitable for construction. As directed by the ENGINEER, excess or unsuitable excavation may be used for widening of embankments, or flattening of slopes, or as otherwise specified.

B. Obtain approval of the ENGINEER as to disposition and method for disposal of excess or unsuitable excavation.

3.04 GENERAL:

A. Provide all labor, equipment and associated materials to excavate areas specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 UNCLASSIFIED STREET EXCAVATION:

A. Unclassified street excavation, as authorized, shall be measured in its original position and the volume determined by the average end area method. All work performed shall be paid for at the contract bid price per cubic yard for unclassified street excavation.

B. When not listed as a separate contract pay item, unclassified street excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item s as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required by the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02230

EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of excavating and properly utilizing or otherwise satisfactorily disposing of all excavated materials, of whatever character, within the limits of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.

C. When not otherwise included, this item shall include the work described in Section 02101 - Preparation of Right-of Way, Section 02102 - Clearing and Grubbing, Section 02236 - Embankment, Section 02238 - Removal of Concrete, and Section 02210 – Sub-grade Preparation.

Introduction

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devises, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

Scope and Application

OSHA's revised rule applies to all open excavations in the earth's surface, which includes

trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

General Requirements

Planning for Safety

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready

to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how may trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

Before Beginning the Job

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The complete original text of the non-mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

On-the-Job Evaluation

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous

atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety manners, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

Cave-Ins and Protective Support Systems

Support Systems

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved-soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

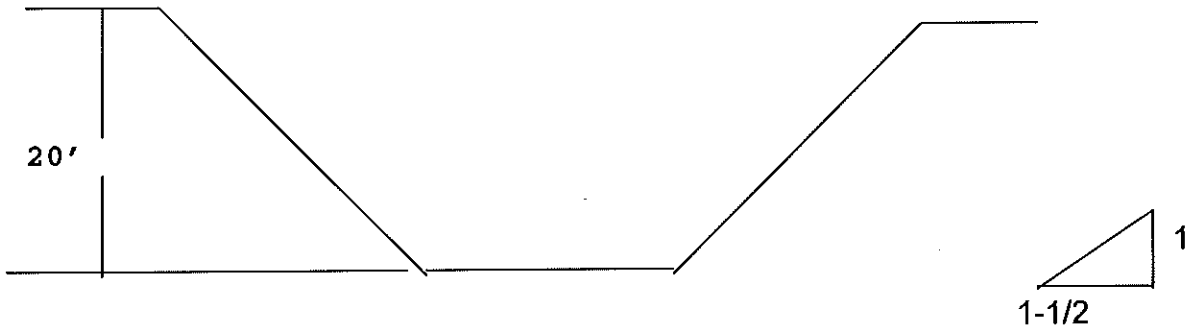

Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

Safety Precautions

The standard requires the employer to provide support systems such as shoring, bracing, or

underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

Installation and Removal of Protective Systems

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

Materials and Equipment

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable

for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

Other Hazards

Falls and Equipment

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.
- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

Water Accumulation

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

Hazardous Atmospheres

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls

used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

Access and Egress

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

Related Issues

Hazard Communication

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

Access to Medical and Exposure Records

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detention, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

Recordkeeping

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

State Plan States

States administering their own occupational safety and health program (see listing on page), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

Summary

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

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Safety and Health Program Management Guidelines
(Federal Register (54 FR (18):3904-3916, January 1989))

A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for $18.00 ($22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

* U.S. Government Printing Office: 1991 282-150/45367

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approved programs must have a standard that is identical to or at least as effective as, the federal standard.

PART 2 - PRODUCTS

2.01 CLASSIFICATION

A. All excavations shall be unclassified as shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.

C. Construction materials shall not be stockpiles under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials shall be utilized, in so far as practical, in constructing required embankments.

F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the sub-grade, as shown on typical sections for the limits

of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT

A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified including: dewatering, drainage, sub-grade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals
necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02234

BORROW

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of required excavation, removal and proper utilization of materials secured from source obtained by the CONTRACTOR and approved by the ENGINEER.

B. Borrow will only be used when indicated on the plans or as directed by the ENGINEER and then only from approved sources.

PART 2 - PRODUCTS

2.01 MATERIAL

A. All authorized borrow shall conform to one of the following classes:

1. Class A (Select Borrow)

This material shall consist of sand or other suitable granular material, free form vegetation or other objectionable matter reasonable free from lumps of earth and when tested by standard SDHPT laboratory methods, shall meet the following requirements:

The Liquid Limits shall not exceed	45
The Plasticity Index shall not be less than `	4
nor more than	15

2. Class B

This material shall consist of suitable non-swelling (soils with plasticity index less than 20) earth material such as loam, clay or other such materials that will form a stable embankment.

3. Topsoil

This material shall consist of approved topsoil material and shall be clean, friable soil capable of supporting plant life. This material shall also be free to stones and all other debris.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and environmental measures required shall be in place. All suitable materials removed from excavations shall be used, insofar as practicable in the formation of embankments conforming to Section 02236, Embankment or otherwise be utilized as indicated or as directed by the ENGINEER and the completed work shall conform to the established alignment, grades and cross section.

B. Additional material necessary to complete the work described above shall be "borrow" of the class specified.

C. The CONTRACTOR shall arrange for borrow from one of the following sources:

1. Existing borrow pit,
2. New borrow pit,
3. Surplus excavated material from a site which has a site development permit.

D. The CONTRACTOR shall notify the ENGINEER three weeks prior to opening pit to permit necessary testing for approval of materials. All borrow sites shall comply with the requirements of the permit.

E. During construction, the borrow sources shall be kept drained, insofar as practicable, to permit final cross sections to be taken, when required.

F. The ENGINEER shall be notified sufficiently in advance of opening any borrow source to permit necessary testing for approval of materials.

G. Borrow sites shall be managed to minimize the impact of the appearance of the natural topographic features and at no time create a potential hazard to the public.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Borrow will be measured by the cubic yard in its final position based on the average end areas method taken from plan cross-sections and plan grades.
B. The plan quantities will be used as the measurement of this item.

4.02 PAYMENT

A. The accepted quantities of borrow will be paid at the contract unit bid price per cubic yard.
B. Payment for unauthorized work will not be made.
C. Prices bid shall be full compensation for furnishing all labor; for all materials; for all royalty and freight involved; for all hauling and delivering on the road; and for all tools, equipment and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02236

EMBANKMENT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of placing and compacting of suitable materials obtained from approved sources for use in the construction of street or channel embankments, beams, levees, pikes and structures.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 GENERAL CONSTRUCTION METHODS

A. Prior to placing any embankment, all tree protection, tree wells and erosion control devices shall be in place and all Section 02101, Preparing Right-of-Way and/or Section 02102, Clearing and Grubbing operations shall have been completed on the areas over which the embankment is to be placed.

B. Stump holes or other small excavations in the limits of the embankments shall be backfilled with suitable materials and thoroughly tamped by approved methods before commencing embankment construction.

C. The surface of the ground, including plowed loosened ground or surface roughened by small washes, shall be restored to approximately its original slope and the ground surface thus prepared shall be compacted by sprinkling and rolling.

D. Construction equipment shall not be operated within the drip line of trees, unless indicated. Construction materials shall not be stockpiled under the canopies of trees.

E. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

F. Unless otherwise indicated, the surface of the ground of all unpaved areas, other than rock which are to receive embankment, shall be loosened by scarifying or plowing to a depth of not less than 4 inches.

G. The loosened material shall be re-compacted with the new embankment as herein after specified.

H. The surface of hillsides to receive embankment shall be loosened by scarifying or plowing to a depth of not less than 4 inches and benches cut before embankment materials are placed.

I. The embankment shall then be placed in layers, as herein after specified, beginning at low side in partial width layers and increasing the widths as the embankment is raised.

J. The material which has been loosened shall be re-compacted simultaneously with the embankment material placed at the same elevation.

K. Where embankments are to be placed adjacent to or over existing roadbeds slopes shall be plowed or scarified to a depth of not less than 6 inches and the embankment built up in successive layers, as hereinafter specified, to the level of the old roadbed before its height is increased. Then, is indicated, the top of the old roadbed shall be scarified and re-compacted with the next layer of the new embankment.

L. The total depth of the scarified and added material shall not exceed the permissible layer depth.

M. Trees, stumps, roots, vegetation or other unsuitable materials shall not be place in embankment.

N. All embankment shall be constructed in layers approximately parallel to the finished grade and unless otherwise indicated, each layer shall be so constructed as to provide a uniform slope of 1/4 inch per foot form the centerline of the roadbed to the outside, except that on super elevated curves, each layer shall be constructed to conform to the super-elevated indicated.

O. The embankment shall be continuously maintained at its finished section and grade until that portion of the work is accepted.

P. After completion of the embankment to the finished section and grade, the CONTRACTOR shall proof roll the sub-grade and re-vegetation procedures must commence immediately to minimize the soil loss and air pollution.

3.02 EARTHEN EMBANKMENTS

A. Earth embankments shall be defined as embankments composed of soil material other than rock and shall be constructed of acceptable material from approved sources.

B. Except as otherwise indicated, earth embankments shall be constructed in successive 6 inch layers, loose measure, for the full width of the individual cross section and in such length as are best suited to the sprinkling and compaction methods utilized.

C. Minor quantities of rocks not larger than 4 inches encountered in constructing earth embankment may be incorporated in the earth embankment layers, provided such placement of rock is not immediately adjacent to structures.

D. Each layer of embankment shall be uniform as to material, density and moisture

content before beginning compaction.

E. Where layers of unlike materials abut each other, each layer shall be feathered on a slope of 1:20 or the material shall be so mixed as to prevent abrupt changes in the soil.

F. No material placed in the embankment by dumping in a pile or windrows shall be incorporated in a layer in that position, but all such poles or windrows shall be moved by blading or similar methods.

G. Clods or lumps of material shall be broken and the embankment material mixed by blading, harrowing, discing or similar methods to the end that a uniform density is secured in each layer.

H. Water required for sprinkling to bring the material to the moisture content necessary for optimum compacting shall be evenly applied and it shall be the responsibility of the CONTRACTOR to secure a uniform moisture content throughout the layer by such methods as may be necessary.

I. All earth cuts, whether full width or partial width cuts in the side of a hill, which are not required to be excavated below sub-grade elevation shall be scarified to a uniform depth of at least 6 inches below grade and the material shall be mixed and reshaped by blading and then sprinkled and rolled in accordance with the requirements outlined above for earth embankments and to the same density as that required for the adjacent embankment.

J. Compaction of embankments shall conform to Section 02210, Sub-grade Preparation. Each layer shall be compacted to the required density by any methods, type and size of equipment which will give the required compaction.

K. Prior to and in conjunction with the rolling operation, each layer shall be brought to the moisture content compaction over the entire layer.

L. For each layer of earth embankment and select material, it is the intent of this specification to provide the density as required herein, unless otherwise indicated.

M. Soils shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent nor more than 105 percent of the density as determined to accordance with SDHPT Test Method Tex-114-E at optimum moisture content or within minus 3 percent of the optimum moisture content.

N. Care shall be taken to avoid over compacting high PI expansive clays.

O. After each layer of earth embankment or select material is complete, tests as necessary will be made by the ENGINEER. If the material fails to meet the density specified, the course shall be reworked as necessary to obtain the specified compaction.

3.03 ROCK EMBANKMENTS

A. Rock embankments shall be defined as those composed principally of rock and shall be constructed of accepted material from approved sources. Rock embankments shall not be placed immediately adjacent to structures.

B. Except as otherwise indicated, rock embankments shall be constructed in successive layers for the full width of the cross section and of 18 inches or less in depth.

C. When, in the opinion of the ENGINEER, the rock sizes necessitate a greater depth of layer than specified, the layer depth may be increased as necessary, but in no case shall the depth of layer exceed 2 1/2 feet.

D. Each layer shall be constructed by starting at one end and dumping the rock on the top of the layer being constructed then pushing the material ahead with a bulldozer in such a manner that the larger rock will be placed on the ground or preceding embankment layer and the interstices between the larger stones filled with small stones and spalls by the operation and from the placing of succeeding loads of material.

E. The maximum dimension of any rock used in embankment shall be less than the depth of the embankment layer and in no case shall any rock over 2 feet in its greatest dimension be placed in the embankment.

F. All oversized rocks which are otherwise suitable for construction shall be broken to the required dimension and utilized in embankment construction where indicated, except that when preferred by the CONTRACTOR and acceptable to the ENGINEER, such rocks and may be placed at other points where the embankment layer is of greater depth, thus requiring less breakage.

G. Each layer shall be compacted to the required density as outlined for "Earthen Embankments", above, except in those layers where rock will make density testing difficult, the ENGINEER may accept the layer by visual inspection or proof rolling.

H. Unless otherwise indicated, the upper 3 feet of the embankment shall contain no stones larger than 4 inches in their greatest dimension and shall be composed of material so graded that the density and uniformity of the surface layer may be secured in accordance with SDHPT Test Method Tex-114-E.

I. Exposed oversize material shall be broken up or removed.

3.04 EMBANKMENT AT CULVERTS AND BRIDGES

A. Embankments adjacent to culverts and bridges which cannot be compacted by use of the blading and rolling equipment used in compacting the adjoining sections of embankment shall be compacted in the manner prescribed under Section 02221, Trench Excavation Backfill and Compaction or Section 02223, Structural Excavation and Backfill.

B. Embankment placed around spill through type abutments shall be constructed in 6 inch loose layers of uniform suitable material placed in such manner as to maintain approximately the same elevation on each side of the abutment and all materials shall be mixed, wetted and compacted as specified above.

C. Embankment material placed adjacent to any portion of any structure or above the top of any culvert or similar structure shall be free of any appreciable amount of gravel or stone particles and thoroughly compacted by mechanical compaction equipment.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. All accepted embankment, when included in the contract as a separate bid item, will be measured in place and the volume computed in cubic yards by the method of average end areas.

B. No allowance will be made for shrinkage.

4.02 PAYMENT

A. The accepted quantities of embankment, when included as a separate bid item, will be paid at the contract unit bid price per cubic yard.

B. When not listed as a separate contract pay item, embankment shall be considered as incidental work, and the cost thereof shall included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02238

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb, curb and gutter combinations thereof.
2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, concrete riprap and concrete pavement.
3. Sidewalks and Driveways will include concrete sidewalks and driveways.
4. Concrete Walls will include all walls regardless of height and wall footings.
5. Concrete Steps will include all steps and combinations of walls and steps.
6. Abandoned Foundations will include abandoned Electric Department foundations.
7. Miscellaneous Concrete shall include but not be limited to manholes, inlets, junction boxes and headwalls.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 03300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be broken up, removed to conform to Section 02101 - "Preparing Right-of-Way" and disposed of by the Contractor and deposited at a permitted at a permitted disposal site.

B. Where only a portion of the existing concrete is to be removed and that remaining will continue to serve in its purpose, care shall be exercised to avoid damage to that portion to remain in place.

C. The existing concrete shall be cut to the neat lines when indicated or as established by the Engineer, by sawing with an appropriate type circular concrete

saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established shall be replaced at the Contractor's expense.

E. Remaining concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.

F. Where reinforcement is encountered in the removed portions of structures to be modified, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction where applicable.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall removed as prescribed above will be measured by the linear foot in its original position regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete" which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02240

LIME STABILIZATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Treating of subgrade, sub-base, and base courses by the pulverization, addition of lime, mixing and compacting the mixed material to the required density.

B. Application to natural ground, embankment, existing pavement, base or sub-bases under this contract, or as directed by the ENGINEER, which shall be constructed as specified herein and in conformity with the typical section, lines, grades as shown on the plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition (or addended portions thereof) of the following standards and codes:

1. ASTM c-207 or Type N - Requirements for Hydrated Lime
2. ASTM Designation C5 - Quick Lime for Structural Purposes
3. Texas SDHPT Test Method Tex-600-J - Hydrated Lime
4. ASTM D-1557 - Density of Compacted Materials
5. ASTM D-2049 - Density of Compacted Materials
6. Texas SDHPT Test Method Tex 113-E - Density of Compacted Materials
7. AASHTO T-99, Method C - Density of Compacted Materials
8. AASHTO M-216 - Hydrated Lime

PART 2 - PRODUCTS

2.01 HYDRATED (DRY) LIME:

A. Use, for stabilization of soils, a dry powder consisting primarily of calcium hydroxide (Ca(OH)2).

B. Provide Material in accordance with Texas SDHPT Test Method TEX-600-J and conforming to the following chemical composition:

Hydrate Alkalinity, Percent by Weight Ca(OH)2	90% Min.
Un-hydrate Lime Content, Percent by Weight CaO	5% Max.
"Free Water" Content, Percent by Weight H2O	4% Max.

And with the following residue retainage:

Residue Retained on No 6 Sieve	None
Residue Retained on No. 10 Sieve	1% Max.
Residue Retained on No. 30 Sieve	2.5% Max.

C. Store and handle hydrated lime in closed, weather proof containers, storage bins, or bags until immediately before application to the road.

D. Furnish hydrated lime in trucks, as applicable, with weight of lime measured on certified scales and clearly marked on the truck or stamped on a haul ticket.

E. Furnish hydrated lime in bags, as applicable, bearing the manufacturer's certified weight. Bags varying more than five percent may be rejected.

2.02 HYDRATED LIME SLURRY:

A. Provide a pumpable suspension of solids, principally composed of hydrated lime, in water.

B. Provide material with a "Solids Content" having a hydrated alkalinity Ca (OH) 2 of not less than 90 percent by weight and a residue retainage equal to the retainage specified in Part 2.01 above.

C. Supply Type B, commercial lime slurry, with a "dry solids content" of at least 31% by weight of the slurry (Grade 1).

D. Procure mixing water only from County of Hidalgo water mains. The Contractor shall make arrangements with the Water Department to obtain a meter and subsequent payment for water used.

2.03 QUICKLIME (MASON'S LIME):

A. Provide quicklime, as a dry powder in a tank, to form a lime slurry.

PART 3 - EXECUTION

3.01 GENERAL:

A. Provide a completed course of treated materials containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth, and with a smooth surface and suitable for placement of subsequent courses.

B. Regulate sequence work, use proper amounts of lime, maintain the work and rework the courses as necessary to meet the requirements of this specification.

C. Construct and shape roadbed to conform with typical sections, lines and grades as shown on the plans, or as directed by the ENGINEER.

D. Excavate materials to be treated to the proposed bottom of lime treatment grade, or secondary grade and remove or window to expose.

E. Correct any wet or unstable material below the secondary grade by scarifying, adding lime and compacting until uniform stability is achieved.

F. Use a cutting or pulverizing machine, as applicable, to remove subgrade material accurately to secondary grade and to pulverize the material at the same time. When cutting or pulverizing machine is used, the requirement for exposing and windowing the material is waived.

G. Roll subgrade before use of pulverizing machinery and correct any soft areas that rolling operations shall reveal.

H. Materials for new bases and sub-bases shall be delivered, placed and spread in the required amount per station. The material shall be thoroughly mixed prior in the same working day.

I. Lime shall be spread only on that area where first mixing operation can be completed in the same working day.

3.02 SLURRY PLACING:

A. Mix lime, in amounts as shown on plans or as specified by the Materials Engineering Laboratory, with water in trucks or approved distributors and apply as a thin water suspension or slurry.

B. The distribution of lime at the rates shown on the plans, as directed herein, and/or as directed by the ENGINEER. Shall be attained by successive passes over a measured surface of roadway until the proper moisture and lime content is achieved.

C. Lime slurry distributors shall be equipped with an agitator for maintaining lime and water in a uniform mixture.

3.03 DRY PLACING:

A. Spread lime by an approved screw type spreader box or by bag distribution at the rate shown in the plans.

B. Distribute lime at a uniform rate and in such a manner as to reduce scattering of lime to a minimum. Lime shall not be applied when wind conditions, in the opinion of the ENGINEER, will cause objectionable blowing of lime to traffic or adjacent properties.

C. Motor graders shall not be used to spread lime.

D. Sprinkle material until proper moisture and lime content has been secured.

3.04 MIXING

A. Mixing procedures shall be the same for "Dry Placing" or "Slurry Placing" or lime.

B. Treatment for Materials in Place:

1. Thoroughly mix material and lime using approved road mixers or other approved equipment, until a homogeneous, friable mixture of material is obtained, free from all clods and lumps.
2. Mix as thoroughly as possible at the time of lime application of materials containing plastic clay or other materials not readily mixed with lime, bring to proper moisture content, seal with a pneumatic roller, and leave to cure one to four days, as directed by the ENGINEER.
3. During curing period, material shall be kept moist by method(s) approved by the ENGINEER.
4. Uniformly mix, after required curing time, using approved methods.
5. Clods in soil binder - Lime mixture shall be reduced in size by raking, blading, dicing, harrowing, scarifying or by other approved pulverization methods such that non-slaking aggregates obtained on the No. 4 sieve are removed. The remainder of the material shall meet the following requirements when test dry by laboratory sieves:

Minimum Passing 1 3/4 inch	100%
Minimum Passing No. 4 Sieve	60%

C. Treatment of New Material

1. Thoroughly mix and blend, using approved road mixers or other approved equipment, the base or sub-base material, lime and required water until a homogeneous, friable mixture is obtained.
2. When lime is placed as a slurry and mixed by use of blades, the material shall be bladed as the lime water mixture is applied.

D. During the time between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more, or to excessive loss due to washing or blowing, shall not be accepted for payment.

3.05 COMPACTION:

A. Compaction of the mixture shall begin immediately after final mixing and in no case later than three calendar days after final mixing.

B. Aerate or sprinkle material as required to provide optimum moisture.

C. Compaction shall begin at the bottom and shall continue until entire depth of mixture is uniformly compacted to 95% of maximum density as determined by AASHTO T-99, Method C.

D. If any portion fails to meet the density specified, it shall be reworked as required to obtain specified density.

3.06 FINISHING, CURING, AND PREPARATION FOR SURFACING:

A. Shape surface after compaction to the required lines, grades, and cross sections, followed by thorough rolling sufficiently light to prevent hair-line cracking.

B. Complete section shall be moist cured for a minimum of seven days before further coursed are added or any traffic permitted, other than sprinkling equipment.

C. The surface or compacted layer shall be kept moist until covered by other base or paving material, or until an application of CSS-1 or SS-1 emulsified asphalt as a curing seal. Curing seal shall be applied as soon as possible after final rolling at a rate of 0.10 to 0.20 gallons per square yard. The exact rate will be as directed by the ENGINEER.

No equipment or traffic will be permitted on lime treated materials for 72 hours after application of curing seal.

3.07 MAINTENANCE:

A. Maintain the completed lime treated material within the limits of contract, in condition satisfactory to the ENGINEER as to grade, crown and cross section until surface course is constructed.

B. Immediately repair all irregularities and defects that may occur at no cost to the County and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. Lime treatment shall be measured for payment in square yards for the thickness of material shown on the plans for the surface area of completed and accepted work. Lime treatment shall be paid for at the contract unit price per square yard.

B. Lime will be measured by the ton 2000 pounds dry weight. Lime will be paid for at the contract unit cost per ton of 2000 pounds dry weight.

C. The contract unit price for lime treatment shall be the total compensation for preparing roadbed; for loosening, pulverizing, application of lime, water content of slurry mixture and the mixing water; mixing, shaping, sprinkling, compacting, finishing, curing and maintaining; for manipulations required, for all labor, equipment, fuels, tools and incidentals necessary to complete the work.

D. The contract unit price for lime shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing and hauling; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02558

WATER VALVES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and installing valves as indicated on the plans or as directed by the ENGINEER in accordance with these specifications.

B. Unless otherwise noted, all valves 4-inches and larger shall be AWWA-type valves of suitable design and fully equipped for service buried in the earth, with our need for further modification and shall be wrapped with 8-mil polyethylene film with all edges and laps securely taped to provide a continuous wrap.

C. Valve ends on valves 4-inches and larger shall be flaned or mechanical joint. All mechanical joints shall conform to AWWA Specification C111. Flanges shall be dimensioned, faced, and drilled to the 125-pound "American Standard".

D. Valves shall be carefully installed in their respective positions, accessible for operation and repair. Unless shown on the plans otherwise, valves shall be of the same sizes as the pipelines in which they are installed. Stems shall be installed pointing straight upward. The operating nut of all valves or valve stem extensions shall be no deeper than 18-inches below the top of the valve box cover. Valves shall be left in satisfactory operating condition, free from all distortion and strain.

E. All valve operators shall turn in a counterclockwise direction to open the valve.

PART 2 - PRODUCTS

2.01 VALVE TYPES

A. Gate Valves

1. Gate valves shall only be used for pipe sizes of 12-inches and smaller, unless otherwise noted on the plans.

2. Resilient seat gate valve shall be used and shall conform to AWWA C 509. The gate valve shall be a non-rising stem type with inside screw and "O" ring seals. The valve shall have a standard hub equipped with a square operating nut. The body-to-bonnet and bonnet-to-bonnet cover shall use "O" rings as seals.

3. The resilient seat shall be mechanically retained or bonded on the valve gate (wedge disc).

4. The gate valve shall have a protective coating inside and outside of fusion-bonded epoxy approved for potable water.
5. The valve stem shall comply with AWWA C 509. The material for the valve stem shall be brass or bronze, and shall have a minimum yield strength of 20,000 psi and minimum tensile strength of 60,000 psi. The valve stem shall be compatible and interchangeable with the equivalent sized double disc gate valve models.

6. Gate valves shall have a 2-inch square operating hub nut.

7. The number of turns to open the valve shall be the same or less than the equivalent sized double disc gate valve models. Maximum input torque to open and/or close the valve shall be 200 foot pounds for a 4-inch valve and 300 foot pounds for 6-inch under a working pressure of 200 psi.

8. Before the Work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Water Valve Data Card".

9. Gate valves shall be American Darling, Metroseal by U.S. Pipe, Mueller, or approved equal.

B. Rubber Seated Butterfly Valves

1. Butterfly valves will be used in lieu of gate valves for sizes of 14-inches and larger, the butterfly valve shall be of the rubber-seated tight closing type conforming to AWWA C504.

2. The valve body shall be cast iron having integral hubs for the housing shaft bearings and seals. The body ends shall be flanged per AWWA C504 with the flanges designed for installation between Class 125 cast iron flanges or mechanical joint meeting the requirements of AWWA C111.

3. The butterfly valve disc shall be cast iron.

4. The seat shall be buna-n rubber and shall be mechanically retained on the disc edge by means of 18-8 stainless steel bolts. Seat must also be capable of being replaced in the field without chipping, grinding, or burning out of the old seat or retaining substance. The body seat mating surface shall be 18-8 stainless steel, type 304 mechanically retained.

5. Valve shafts shall be 18-8 stainless steel, type 304 and shall be securely attached to the disc by means of bolts, dowel pins, or taper pins.
All butterfly valves shall be side operated. Valve actuator shall be integrally mounted on the valve mounting flange and shall be of the self locking traveling nut type in complete accordance with AWWA C504 requirements. Actuators shall be furnished with a standard 2" operating nut and must be designed to permit the adjustment of the valve disc seating without the removal of the housing cover.

6. All butterfly valves shall be tested per AWWA C504.

7. Before the work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Water Valve Data Card".

C. Valve Stem Extension

1. Extension stems shall be provided as necessary to situate the operating nut no greater than 18-inches below the valve cover.

2. Extension stems shall be equipped with stem guides affixed to the valve box at intervals not to exceed ten feet.

3. Stem guides shall be considered a part of the extension. Extension stems and stem guides shall be manufactured items or approved equal.

D. Air and Vacuum Valves

1. Air and vacuum valves shall be of the type that automatically exhaust large quantities of air during the filling of a pipeline and allow air to re-enter during draining or when a negative pressure occurs.

2. The inlet and outlet of the valve shall have the same cross-sectional area. The floats shall be guided by a stainless steel guide shaft and seat against a synthetic seat.

3. Valves shall have N.P.T. inlets and outlets.

4. All air and vacuum valves shall be constructed of cast iron with stainless steel trim and buna-n seating. Valve shall be as manufactured by Val-Matic Valve & Mfg. Corp., Series 100.

E. Fire Hydrants

1. Fire hydrants and their extensions shall be in accordance with AWWA C 502, traffic type.

2. Fire hydrants shall have one 5 1/4 inch diameter valve opening; 6-inch mechanical joint of slip-on inlet connection; two 2 1/2 inch hose nozzle connections; and one 4 1/2 inch steamer nozzle with National Standard Fire Hose coupling Screw Threads or as specified by the OWNER.

3. Fire Hydrants shall have a bronze or cast iron, pentagon, operating nut, be designed for 150 psi., working pressure service, and have a normal bury of 4 to 4 1/2 feet unless field conditions require a deeper bury, in which case extensions will be used so as to bring the bottom of the break-off flange 2 to 8 inches above the top of finished grade.

4. The pipe fittings and fire hydrants starting at the street main and ending at the fire hydrant itself shall be lying in a line perpendicular to the street's

centerline or radially on a curvilinear installation.

5. Fire hydrants shall be installed in as near a vertical position as possible and shall have no more than 1/2 inch variation from a vertical line between the breakway flange and the top of the fire hydrant.

6. Hydrants shall be dry barrel, post-type with compression main valve closing with pressure. They shall have a field lubrication capability. Hydrants shall have a bronze seat ring threaded into a bronze drain ring or bronze or cast iron bushing.

7. Hydrant interior and exterior below the ground line shall be coated with asphalt varnish, and the exterior painted from the top to a point one foot below the ground level flange, consisting of one coat rust inhibitive primer.

8. The bottom plate of the main valve shall be epoxy coated. The shoe of the fire hydrant shall have a 6-inch mechanical joint connection. The inside shall be epoxy coated to prevent corrosion.

9. The nozzle shall be threaded in-place and retained by stainless steel locks.

10. Hydrant body shall be threaded to receive the threaded nozzle. Nozzle shall be secured by a stainless steel locking device.

11. Fire hydrant shall contain two drain outlets. The drain outlets shall be constructed of bronze. Hydrant shall be provided with a pentagon operation nut to open counter clockwise and shall have an anti-friction washer between the hold-down nut and the operating nut.

12. Fire hydrants shall be installed at locations as shown on construction plans and in accordance with Standard Detail Drawings.

13. No project will be accepted by the OWNER until all hydrants are operational, accessible and have been tested by the McAllen Fire Department.

14. Before the work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Fire Hydrant Data Card".

15. Hydrants shall be limited the following unless prior written approval is provided by the ENGINEER:

    a) Mueller Centurion A-423

    b) American Darling B-84-B

    c) Kennedy Guardian K-81A

    d) U.S. Pipe Metropolitan

F. Valve Boxes

1. Valve boxes, rings and covers shall be the type, size and material as shown in Standard Detail Drawings.

2. No valve box shall be paved over without the permission of the ENGINEER. Paving material shall not remain on valve box covers overnight.

3. Valve boxes shall be fabricated using 6-inch cast-iron sliding type pipe shaft with cover and base casting.

4. Drop covers for valve boxes shall be marked "water" using lettering casted in the cover by the manufacturer.

5. Top of valve box shall be set at finished grade unless otherwise noted.

2.02 WATER VALVE DATA CARD:

A. Water Valve Data Card, as shown on Figure 02558-1 and 02558-2, shall be prepared for all types of valves (Gate Valves, Butterfly Valves, Air Release Valves, etc) according to the following instructions:

1. The Valve Number will be assigned by the OWNER at a later date.

2. Valve Size is the nominal diameter of the valve, i.e., 6-inch, 14-inch or 48-inch. In the case of compound valves give size of main valve and by-pass valve, i.e., 24-inch and 4-inch, or 36-inch and 6-inch.

3. Valve Type is the general description of the valve, such as: Vertical Gate Valve, Horizontal Gate Valve, Vertical Gate Valve with by-pass, Horizontal Gate Valve with by-pass, Butterfly Valve, Globe Valve, Check Valve, etc.

4. Make and Model refers to the manufacturer, make and model number to identify the valve for replacement parts, such as Mueller No. A-2308-6. This information should be available from the shop drawings.

5. Number of Turns and Direction to Open is the number of revolutions of the operating nut to make the valve travel from fully closed to fully open, and the direction is either clockwise or counter-clockwise, i.e., 54 turns counter-clockwise. All standard valves shall open counter clockwise. Operation, turn count, and direction to open will be verified by the ENGINEER prior to installation.

6. Under Project Name is the assigned work order number or name shown on plans.

7. Date Warranty expires is the expiration date, under the contract, for requiring warranty repairs.

8. Street Location: Give both block number and street name. For valves in intersections give both streets.

9. The section on coordinate location shall be completed by the ENGINEER.

10. All applicable items on the "Water Valve Data Card" should be filled in. However, accuracy is more important than filling blank spaces. Therefore, if an item is unknown and cannot be determined, leave the space blank.

11. Depth to "Operator" is vertical distance to the top of actual valve operating nut to top of valve box cover.

12. Extension length is self explanatory.

2.03 FIRE HYDRANT DATA CARD:

A. A fire hydrant data card, as shown on Figure 02558-3, shall be prepared for all installations of fire hydrants, in accordance with the following instructions:

1. Fire hydrant number will be assigned by the OWNER at a later date.

2. Fire hydrant type refers to the manufacturer's make and model. For example: Mueller Centurion, A 423 Model.

3. Location. Indicate both block number and street name. At intersections indicate both street names.

4. Date Installed. Indicate actual date the hydrant was installed.

5. Depth. Indicate the actual depth in feet of the lower barrel of the fire hydrant. This depth is measured from the shoe to the breakaway flanges of the hydrant.

6. On the reverse side of the card indicate the location of fire hydrant on the sketch.

PART 3 - EXECUTION

3.01 SETTING VALVES, DRAINS AND AIR RELEASES:

A. Unless otherwise indicated, main line valves, drain valves and piping, air and vacuum release assemblies and other miscellaneous accessories shall be set and jointed in the manner described for cleaning, laying, and jointing pipe.

B. Unless otherwise indicated, valves shall be set in line with the radius point and the corresponding point of curvature or point of tangency of adjacent curbs or right of way lines.

C. Valves shall be installed and the stems adjusted so that the top operating stems will be at the proper depth required for the piping at the location indicated above.

D. Valve boxes and valve stem casings shall be firmly supported and maintained, centered and aligned plumb over the valve or operating stem, with the top of the box or casing installed flush with the finished ground or pavement in existing streets and installed with the top of the box or casing approximately 6-inches below the standard street subgrade in streets which are excavated for paving construction or where such excavation is scheduled or elsewhere as directed by the ENGINEER.

E. Drainage branches or air blow-offs shall not be connected to any sanitary sewer or submerged in any stream or be installed in any other manner that will permit back siphonage into the distribution.

F. Every drain line and every air release line shall have a full sized independent gate valve flanged directly to the main.

G. Flap-valves, shear gates, etc., will not be accepted.

3.02 SETTING FIRE HYDRANTS:

A. Fire hydrants shall be located in a manner to provide accessibility and in such a manner the possibility of damage from vehicles or injury to pedestrians will be minimized.

B. Unless otherwise directed, the setting of a hydrant shall conform to the following:

1. When placed behind a curb, the hydrant barrel shall be set so that no portion of the pumper of hose nozzle cap will be less that 12 nor more than 24-inches from the gutter face of the curb or less than 20 feet from the curb line intersection of any street.
2. If set between streets, the hydrant shall be placed as directed by the ENGINEER.
3. When set in the lawn space between the curb and the sidewalk or between the sidewalk and property line, no portion of the hydrant or nozzle cap shall be within 6-inches of the sidewalk.

C. All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the curb with the pumper nozzle pointing normal to the curb. They shall conform to the finish grade with the hydrant bury mark approximately level with the ground or other finish grade, with the large pumper nozzle approximately 18-inches above grade as indicated without the use of hydrant extensions except where authorized by the ENGINEER.

D. Each hydrant shall be connected to the main pipe with the 6-inch Ductile Iron branch.

E. Below each hydrant, a drainage pit 2 feet in diameter and 2 feet deep shall be excavated and filled compactly with coarse gravel or broken stone mixed with

coarse sand under and around the blow of the hydrant, except where thrust blocking is situated and to a level 6-inches above the hydrant drain opening.

F. No hydrant drainage pit shall be connected to a sanitary sewer.

G. The bowl of each hydrant shall be well braced against unexcavated earth at the end of the trench with concrete thrust blocking (taking care not to obstruct the hydrant drain holes) or it shall be tied to the pipe with approved metal harness rods and clamps.

H. Hydrants shall be thoroughly cleaned of dirt or foreign matter before setting.

3.03 PROTECTIVE COVERING:

A. Unless otherwise indicated, all flanges, nuts, bolts, threaded outlets and all other steel components buried and in contact with earth or backfill shall be wrapped with 8-mil (minimum) polyethylene film meeting ANSI/AWWA Specification C-105-current, with all edges and laps taped securely to provide a continuous and watertight wrap.

3.04 VALVE BOX REHABILITATION:

A. This item shall include replacement of the valve can and collar only where the work connects to an existing valve that is to be left in place.

B. This work shall be done only if the existing valve box does not have the required concrete collar around the can.

C. The work and materials shall include the following:

1. Replacement of the original can regardless of its condition, with the new 12-inch diameter corrugated metal culvert pipe.
2. Install concrete collar.
3. The existing ring and cover shall be reused if in good condition.
4. Removal and replacement of the pavement.
5. Excavation, backfill, and compaction.
6. All materials, labor, and equipment necessary to do the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of accepted material, complete in place shall be made as follows:

1. Valves - Per each including valve stem casting and cover, excavation, setting and adjusting to grade and anchoring in place.

2. Air and Vacuum Valves - Per each including threaded valve and corporation cock, pipe, fittings, meter box and cover.

3. Fire Hydrants - Per each not including pipe, fittings and valves between main line and fire hydrant.

4. Fire Hydrant Extensions - Per vertical foot, in cases where the bury of the fire hydrant is greater than 4 feet, complete in place, including rod extensions, bolts and all other required accessories.

5. Valve Boxes - Per each when not incidental to another item, including cover, excavation, setting and adjusting to grade and anchoring in place, complete in place.

6. Valve Box Rehabilitation - Per each including all applicable materials.

4.02 PAYMENT

A. Payment for items measured above shall be made at the unit bid price as follows:

B. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02571

STORM SEWER

CONCRETE PIPE

The various sizes of concrete pipe used for construction of this project shall be manufactured under ASTM Specification C76-66T for Reinforced Concrete Pipe. All reinforced concrete pipe shall be Class III unless otherwise noted. Pipe shown as "Heavy Wall" pipe shall be to specification above without reinforcing. Pipe for storm sewers shall be mortar joint unless otherwise noted.

Pipe shall be plainly marked on each section or joint of pipe with the following: pipe class, date of manufacture, trade mark or manufacturer's name and top marked for reinforced pipe with waterproof pain. Pipe shall not be delivered sooner than 72 hours after manufacturing.

The manufacturer shall perform, or have performed at his own expense, pipe tests and furnish copies of such tests to the owner's Engineer upon his request. Acceptance shall be base on ASTM Specifications C76-68, Paragraph 3. (a) (1) unless otherwise advised.

HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED SMOOTH INTERIOR PIPE

Where shown, specified, or called for on the proposal, HDPE Corrugated Smooth Interior Pipe shall be used. Pipe and fittings shall be manufactured from high density polyethylene resin which shall meet or exceed the requirements of Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D1248. The pipe & fittings shall be manufactured in accordance with AASHTO M-294-87 or latest revisions. All pipe shall be plainly marked with manufacturer pipe, class, and trade name. Pipe and fittings shall also meet the following applicable standards: ASTM F405, ASTM F667, AASHTO M252, and shall be suitable for use under H20 and E80 liveloads.

MANHOLES

Manholes shall be pre-cast concrete manufactured in accordance with ASTM Specification C478-68 or HDPE manholes as manufactured by ADS (or equal). No steps or ladders shall be furnished unless specified on plans.

Each section of manhole shall be marked with the following: M.H., date of manufacturer, and manufacturer or trade name.

Base for concrete manholes shall be concrete with reinforcing as shown on the detail sheet. Invert channels shall be smooth, accurately shaped, and in accordance with the details. Invert may be formed directly in the base of manholes. HDPE manholes shall have a factory formed base section.

Manholes on straight runs of larger pipe (where no branching or turns occur) may be constructed on top of pipe by beveling 48" manhole section to fit curvature of pipe and providing a 36" hole in top of pipe 60" or larger in diameter.

INLETS

Inlets shall be concrete Type "A" slotted type or Type "C" (modified) grate inlet type as shown on plans. Inlets may be pre-cast with permission of the Engineer. Flow line of all pipe entering or leaving inlets shall be at bottom of inlet. Manhole ring and cover in top of Type "A" inlets may be lightweight sidewalk type unless otherwise noted.

Inlet pipe shall be trimmed flush with inside of inlets, manholes or pipe. On pipe 54" or larger, inlet pipe shall be tied directly into side of pipe instead of into manhole.

TRENCH EXCAVATION

Unless otherwise ordered by Engineer, all trenches shall be excavated to a width not less than the external diameter of the pipe plus 18 inches.

Excavation shall not be carried below the required elevation. Excess excavation below the required elevation shall be backfilled at the Contractor's expense with earth, sand or gravel, as directed by the Engineer, and thoroughly tamped.

Unstable soil shall be removed and replaced with gravel which shall be thoroughly tamped. The Engineer will determine the depth of removal, and the replacement of unstable soil shall be at the Contractor's Expense.

Banks of trenches shall be vertical and in the event that bell and spigot type of pipe are used, bell holes are to be accurately located under each pipe joint, and excavated to size by hand.

PIPE LAYING

In general, pipe shall be installed at depths as shown on the plans.

Ditching and pipe laying shall be uniformly in straight line and to uniform elevation unless otherwise specified by the Engineer.

Before laying pipe, all dirt, grease and other foreign matter shall be removed fro the pipe.

Before lowering pipe into the trench, pipe shall be examined fro defects and defective pipe shall be rejected.

Pipe shall be subject to rejection on account of failure to conform to any of the specification requirements, or on account of any of the following:

(a) Fractures or cracks passing through the shell, except that a single end crack that does not exceed the depth of the joint shall not be cause for rejection. If a single end crack that does not exceed the depth of the joint exists in more then 5% of the pipe inspected, however, the defective pipe shall be rejected.

(b) Defects that indicate imperfect mixing or molding.

(c) Surface defects indicating honey combed or open texture.

(d) Spalls deeper than one-half of the depth of joint. If spalls not deeper than one-half the depth of joint exist in more than 10% of the pipe, the defective pipe shall be rejected.

(e) Exposure to the circumferential reinforcement when such exposure would indicate that the reinforcement is misplaced.

(f) The complete absence of distinct web-like markings, which is indicative of a possible deficiency of water in the concrete mix from the external surface of pipe made by the packer-head or machine-tamp process.

After each joint is completed, Contractor may proceed with hand tamping of backfill to a point of 6 inches above pipe or sanding as outlined in section "Backfilling". All joints, however must remain exposed until pipe laying and joints have been inspected by the Engineer.

After the pipe is laid, care should be taken to avoid entrance of dirt, water or small animals by use of tight bulk heads in all openings.

JOINTING

If the bell and spigot type of joint is used, the first pipe (downstream) should be bedded to established line and grade with the bell upstream. Interior surface of the bell is to be thoroughly cleaned with a wet brush and the lower portion filled with a stiff mortar of sufficient thickness to make the inner surface of the abutting sections flush and even when pipes are laid.

The spigot end of the second pie must be thoroughly cleaned with a wet brush and uniformly matched into the bell so that the sections are closely fitted. The annular space in the bell is then filled with mortar and the inner surface of the pipe at the joint brushed smooth.

If the tongue and groove type of joint is used, the first pipe (downstream) should be laid to establish alignment with the groove upstream. A shallow excavation should be made underneath the pipe at the joint and this space should be filled with mortar. The end of the second pipe will be laid into the mortar at the joint.

The groove end of the first pipe must be thoroughly cleaned with a wet brush, and while in a horizontal position, a layer of soft mortar applied to the upper half of the tongue.

The tongue end of the second pipe is then inserted into the groove end of the first pipe until the mortar is squeezed out on the interior and exterior surfaces. The interior surface of the pipe at the joint is then brushed smooth.

External Bands – The outer surface of the pipe at the joints must be thoroughly cleaned with a wet brush to assure proper band of the mortar with the concrete surface. This banding

operation must be carried out four or five pipe lengths behind the laying operation in order to prevent movement of the pipe and consequent loosening of the band. Bands should have a thickness of at least 6 inches.

JOINTING MATERIAL

Portland cement mortar consisting of one part Portland cement to two parts sand should be used.

Completed Joints – Completed joints should be protected immediately from air and sun with an initial covering of moist earth, sand, canvas, burlap or suitable chemical spray. If not backfilled at once, the joint mortar should be cured for 48 hours.

Jointing Mastic such as Tal-Cote or similar products may be used instead of mortar.

BACKFILL

Backfill should be placed evenly around and over pipe in maximum layers of 6-inch thickness. Each layer shall be thoroughly and carefully tamped until six inches of cover exists over pipe. Remainder of backfill material may be handled by machine, care being taken not to drop large quantities of backfill material on the pipeline until initial cover of at least 2 feet or more over the top of the pipe has been made. Ponding may be used as a method of settling backfill where practical. Final mound of backfill earth approximately six inches higher than adjacent ground level, shall be left over the immediate area of trench excavation. Backfill shall be 95% Standard Protector.

PIPE CRADLE

Pipe shall be cradled only upon instructions from the Engineer.

HIGHWAY CROSSINGS

Storm sewer lines crossing state or federal highways, shall meet the requirements of the Texas Highway Department as regards to pavement cutting, replacing, backfill, and the provision for suitable barricades, detours, flares, etc. The Highway Department shall be notified of the intended dated of cutting or crossing the Highway, after permission to cross has been obtained.

RAILROAD CROSSING

Either Class IV reinforced concrete pipe or corrugated metal pipe may be used, as shown on the plans. These crossings are to be made in accordance with the requirements of the railroad company.

CITY STREET CROSSINGS

Storm sewer lines located on or crossing city streets shall be provided with adequate barricades, detours, flares, during construction.

Pavement replaced should be equal in quality, quantity, type and thickness to that which was removed.

GRADE CONFLICTS

Where grade conflicts occur with sanitary sewer lines, the sanitary sewer shall have precedence. The existing V.C. sewer pipe shall be replaced with equal size of cast iron pipe and a manhole constructed around the sanitary sewer line, cast iron pipe replacement shall be set of grade and supported to natural ground or the walls of the manhole. Conflicts with water lines that cannot be rerouted will be crossed in a similar manner. Backfilling outside manhole shall be done in such manner that no settlement of sewer or water line will occur at a later date.

***** END OF SECTION *****

SECTION 02575

MANHOLES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of materials for and the installation of manholes for sanitary and storm sewer systems.

B. Manholes shall be constructed in accordance with the design and details shown on the plans and as herein after provided.

C. Precast concrete cone units may be used on brick, concrete block, and poured concrete manholes, where specified.

D. Invert elevations shall not vary more than 0.05 feet from the grade designated by the ENGINEER.

E. Manholes will not be constructed with cast in place steps. Where steps are required by the ENGINEER, the steps will be installed after the manhole has been constructed. The step used shall be a 1/2" grade 60 steel reinforcing rod encapsulated in a co-polymer poly-propylene as manufactured by M.A. Industries, Inc. (Model #P-2-PFS) or equal as approved by the ENGINEER. Installation of the steps shall be as recommended by the manufacturer.

PART 2 - PRODUCTS

2.01 GENERAL:

A. All cement used shall be Type II or approved equal.

B. All manhole foundations or bases shall be concrete and constructed as shown on the plans and in no case shall the thickness be less than 6 inches.

2.02 BRICK MANHOLES

A. Unless otherwise specified, manholes described herein shall be constructed of grade MS Brick and Type M Concrete Mortar.

2.03 CONCRETE MANHOLES

A. Precast Manholes & Sections

1. Construct eccentric or concentric top manholes as indicated of precast pipe on conformance with ASTM C-478 using Type II Portland Cement.

2. Construction details as indicated on the plans.
3. Provide factory fabricated block-outs at base or cast-in-place rubber gasket for connection of required sewer line.
4. Minimum wall thickness will be 5 inches.
5. Concrete in foundation shall comply with Section 03300. Reinforcing steel shall comply with Section 03330.

B. Cast-in-Place Manholes

1. Concrete shall comply with Section 03300.
2. Reinforcing Steel shall comply with Section 03330.
3. Construction details as indicated (D-2).
4. Minimum wall thickness will be 5 inches.
5. Provide cast-in-place rubber gasket for connection of required sewer line.

C. Precast Concrete Manhole Bases

1. Precast concrete manhole bases may be used when approved by the ENGINEER. If approved, it shall be with the understanding that the CONTRACTOR shall be responsible for placing the bases at the specified elevation, location, and alignment.
2. Precast bases shall be manufactured with cast-in-place sewer pipe gaskets, such as: "A-LOK" or approved equal.

2.04 COATING OF MANHOLES:

A. Exterior of Manholes

1. Exterior coating of manholes shall be required in all cases.
2. The coating shall be a waterproofing type of bitumastic or asphaltic material, as approved by the ENGINEER.
3. Application shall be in accordance with the manufacturer's published recommendations.

B. Interior of Manhole

1. Interior coating of manholes shall be required as noted in the plans or as directed by the ENGINEER.
2. Coating shall be in accordance with the manufacturer's published recommendations.

C. Plastering of Manholes

1. The work shall include the coating of the surface of existing brick or block manholes with plaster as required on the plans or directed by the ENGINEER.

2.05 FRAMES, GRATES, RINGS AND COVERS:

A. Welded Steel

1. Welded steel grates and frames shall conform to the member, size, dimensions and details indicated and shall be welded into an assembly in accordance with those details.
2. Steel shall conform to the requirements of ASTM A 36.

B. Castings

1. Castings, whether Carbon-Steel, Gray Cast Iron or Ductile Iron shall conform to the shape and dimensions indicated and shall be clean substantial castings, free from sand or blowholes or other defects. Surfaces of the castings shall be free from burnt on sand and shall be reasonable smooth.
2. Runners, risers, fins and other cast on pieces shall be removed from the castings and such areas ground smooth.
3. Bearing surfaces between manhole rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact.
4. Pairs of machined castings shall be march marked to facilitate subsequent identification at installation.
5. Steel castings shall conform to ASTM A 27, "Mild to Medium Strength Carbon Steel Castings or General Application". Grade 70-36 shall be furnished unless otherwise specified.
6. Cast iron castings shall conform to ASTM A 48, "Gray Iron Castings", Class 30.
7. Ductile Iron castings shall conform to ASTM A 536, "Ductile Iron Castings". Grade 60-40-18 shall be used unless otherwise indicated.

C. Rings

1. Adjusting rings shall conform to ASTM A 536, "Gray Iron Castings"

D. Nuts and Bolts

1. Commercial grade galvanized nuts and bolts shall be as indicted. The zinc coating shall be uniform in thickness, smooth and continuous.

E. Mortar

Mortar for bedding castings shall consist of 1 part cement and 3 parts sand meeting the requirements of fine aggregate Grade No. 1 in Section 03300.

F. Manhole Accessories

1. Manhole lid and cover:

   a. Gray cast iron, with minimum clear opening 24-inches.
   b. Use Neenah R-1916-F or approved equal for bolted covers.

c. Use Neenah R-1670-D for lids not requiring bolting feature.
d. Provide anchor bolt holes for exposed manhole tops.

2. Manhole Rings - provide minimum of three throat rings between cone and manhole lid and cover.

3. Coating - interior concrete surfaces will be protected by two applications of Inerol Standard as manufactured by the Inerol Company, Inc., or equal as approved by ENGINEER.

PART 3 - EXECUTION

3.01 GENERAL:

A. Foundations to be poured in place.

B. Construct manhole foundation and channel inverts integrally. See Standard Details included herein.

C. Precast manhole sections may be installed after foundation concrete has attained 75% of design strength.

D. Forms for cast-in-place manhole may be installed after foundation concrete has attained 75% if design strength.

E. Manhole foundation and manhole may be installed simultaneously if manhole section is supported on concrete blocks and foundation concrete placed under and around bottom section.

F. Completely fill joints with pre-formed plastic gasket.

G. Heat materials in freezing weather and protect work from cold; maintain temperature of work at 40^0 F. for at least 24 hours after placing.

H. Invert Channels:

1. Form invert channel as indicated.
2. Make changes in direction of flow with smooth curves of as large a radius as size of manhole permits.
3. Make changes in size and grade smoothly and uniformly.
4. Slope floor of manhole adjacent to channels in drain thereto.
5. Finish channel bottom smoothly without roughness, irregularity, or pockets.

I. Pipe Connection:

1. Make watertight.
2. Use rubber gasket.
3. All connections shall be at flowline of manhole.

J. Exterior Pipe Support:

1. Support vitrified clay pipe on concrete cradle from manhole connection to first joint on each side of manhole as indicated.
2. Provide pipe joint within 18 inches of manhole wall.

K. Castings, frames, and fittings:

1. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortal is placed.
2. The unit shall be protected until mortar or concrete is set.

L. Coatings shall be applied after ENGINEER's approval of structure.

M. Oil foundations, one foot beyond perimeter of concrete to base shall be compacted to a depth of one foot to 95% maximum density of ASTM D 1557.

3.02 BRICK MANHOLES:

A. Brick shall be clean, saturated surface dry before laying and shall be laid on a full mortar bed with "push joints".

B. In no event will slushing or grouting of a joint be permitted nor shall a joint be made by working in mortar after the brick has been laid.

C. Joints between the courses of bricks in manholes and other structures shall be as nearly as possible to a uniform thickness of 3/8 inch.

D. The inside and outside of all brick sewer structures shall be neatly plastered with Type M mortar 1/2 inch thick and curved.

E. Brick work shall not be laid upon a concrete foundation less than 24 hours after such foundation has been poured.

F. No brick work shall not be laid in water nor, except as prescribed for curing, shall water be allowed to stand or run on any brick work until the mortar has thoroughly set.

G. Where new work is joined to existing unfinished work, the contact surfaces of the latter shall be thoroughly cleaned and moistened.

3.03 CONCRETE MANHOLES:

A. Manholes constructed of poured concrete (reinforced or non-reinforced) or precast reinforced concrete risers and tops shall complying with the requirements of ASTM C 478.

B. Circular precast manhole sections shall be provided with a rubber or mastic gasket to seal joints between sections.

C. All lifting holes, except Type "C" manhole cover lids, and gaps at joints shall be filled with a non-shrink grout.

3.04 ABANDONMENT OF MANHOLES:

A. Abandonment of manhole, which is part of a sewer line being abandoned, shall entail the following work and materials:

1. Manhole will not be removed but will be abandoned in place.
2. All manhole inlet and outlet lines shall be plugged with a 12-inch thick concrete or concrete mortar plug.
3. Salvageable material shall be stockpiled on the job site. The CONTRACTOR shall contact Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project.
4. Unusable materials will be disposed of by the CONTRACTOR.
5. Manhole bottom will be pulverized, as directed by the ENGINEER.
6. The manhole shall be filled with cement treated base (CTB) material to the bottom elevation of the asphalt base course of the pavement or to the ground surface level.
7. All labor, materials and equipment necessary to complete this work shall be furnished by the CONTRACTOR.
8. For historical information the ENGINEER shall have a survey performed which will locate the abandoned manhole, relative to permanent survey markers or as directed by the ENGINEER.

3.05 MANHOLE REHABILITATION IN REPLACEMENT WORK:

A. The work under this item shall be to replace the existing manhole frame and cover and to place a concrete pad around the existing manhole as required per the construction plans.

B. This work will be done only when an existing manhole is encountered in the normal course of the replacement work that has a light weight, vented, multi-holed manhole cover.

C. This work shall include the following:

1. Remove any and all existing brick under frame and replace with new Grade MS brick as necessary to bring new frame and cover up to street grade.
2. Remove and replace existing concrete pad, or construct a new pad.
3. Remove existing manhole steps and if manhole is greater than 10 feet deep, new steps will be installed.
4. Remove and replace pavement.
5. Excavation and compaction of backfill as necessary.
6. All materials, labor and equipment necessary to do the work under this item shall be furnished by the CONTRACTOR.

D. The work and materials under this item shall be done according to the manner set forth in the Standard Detail Drawings and other sections of these specifications.

E. Salvageable material shall be stockpiles on the job site. The CONTRACTOR shall contact the Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County Yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project. Unusable materials will be disposed of by the CONTRACTOR.

3.06 MANHOLE DATA SHEET:

A. Before this work is accepted, the CONTRACTOR shall provide to the ENGINEER a completed manhole data sheet for each new manhole constructed.

B. Manhole data sheet as shown in Exhibit 02575-1 will be completed in accordance with the following instructions.

1. A Manhole Data Sheet will be prepared for each manhole constructed.
2. The original copy of the Data Sheet will be filed with the ENGINEER. Distribution of copies will be made to all interested parties.
3. The Manhole Number will be assigned by the ENGINEER.
4. Manhole Type is the general description of the manhole, e.g.: 6 foot diameter Type E as per Standard Detail Drawings.
5. Manhole cover Size is the nominal diameter of the manhole cover. Type, Model and Pattern refers to the manufacturer, material made of, model number and design pattern to identify the identical manhole cover for replacement.
6. Section 3 requires the name of the CONTRACTOR, the name of the foreman, and the name of the inspector actually responsible for the construction of the manhole.
7. Under "Project Name" is the work order number under this contract.
8. Date Warranty Begins is the official date of acceptance of the Project or portion of the Project or portion of the Project of which this manhole was a part.
9. Date Warranty expires is the expiration date under the Contract for requiring warranty repairs.
10. Street Location: Give both block number and street name. For manholes in intersections give both streets. The "Remarks" section may be used for further clarification of manhole location.
11. Disregard the section of coordinate location. To be filled in by the OWNER at a later date.
12. All applicable items on the Manhole Data Sheet should be filled in. However, accuracy is more important than filling in blank spaces. Therefore, if an item is unknown and cannot be determined, leave the space blank.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. New Manholes

1. Manholes of 4-foot, 6-foot or 8-foot diameters shall be measured per each within the following increments of depth: 3 to 6 feet, 7 to 10 feet and 11 to 14 feet.
2. Manholes which are greater in depth than 15 feet shall be measured by the vertical foot.
3. Measurements will be made to the nearest foot and will be from the manhole rim elevation to the manhole invert elevation.

B. Elevation Adjustments

1. When a new manhole is installed, no measurement or payment will be made for rim elevation adjustment to conform to street surface grades.
2. The following measurements for rim elevation adjustments on existing manholes will be made as follows:

    a. Adjustment to a manhole frame by the addition of adjustment ring(s) will be measured per inch of adjustment ring.
    b. Leveling brick adjustment will be measured per inch of adjustment.
    c. Adjustment of manhole cone and/or barrel will be measured by the manhole diameter per vertical foot.

C. Manhole Coating

1. Plastering will be measured per square foot of surface area covered.
2. Polyurethane protective coatings will be measured as provided in section 02590.

D. Manhole Steps

1. Where required, manhole steps will be measured per installed step.

E. Abandonment of Manholes

1. Abandonment of manholes will be measured per each for the work specified.

F. Manhole Rehabilitation

1. Manhole rehabilitation will be measured per each for the work specified.

4.02 PAYMENT

A. The accepted quantities for manholes shall be paid for as follows:

1. Payment for manholes 14-feet deep or less will be made on the unit price per manhole diameter per depth increment as specified in the Bid Proposal.
2. Payment for manholes 15-feet in depth or greater will be made on the unit price per manhole diameter per vertical foot.
3. Payment for any diameter or depth will include: excavation, compacted backfilling, shelving, cover or cone, leveling bricks, frame and cover, and concrete pad or collar.

B. Elevation Adjustments

1. The following payments for accepted quantities of rim elevation adjustments on existing manholes will be as follows:

   a. Adjustment of a manhole frame by addition of adjustment ring(s) will be paid for at the unit bid price per inch of adjustment ring.
   b. Leveling brick adjustment will be paid for at the unit bid price per inch of adjustment.
   c. Adjustment of manhole cone and/or barrel will be paid for at the unit bid price per manhole diameter per vertical foot.

C. Manhole Coating

1. Plastering of the interior of manholes will be paid for at the unit bid price per square foot of surface area covered.
2. Coating of the exterior manhole with bitumastic or asphaltic material will be considered incidental to the appropriate manhole with no payment thereof.
3. Plyurethane protective coatings will be paid for as provided in Section 02590.

D. Manhole Steps

1. Manhole steps, where required, will be considered incidental to the appropriate manhole with no direct payment therefore.

E. Payment for abandonment of manholes will be paid for at the unit price per each for the work specified.

F. Payment for manhole rehabilitation will be paid for at the unit price per each for the work specified.

G. As required, the following items will be included in the unit price per appropriate adjustment: pavement removal and replacement, excavation, compacted backfilling, concrete collar or pad, leveling bricks, adjusting rings, and/or frame and cover.

H. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required including polyurethane protective coating if not included as a separate pay item. All in accordance with the plans and specifications herein.

*** * * END OF SECTION * * ***

SECTION 02580

STORM SEWER APPURTENANCES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and installing appurtenances except manholes, for storm sewers in accordance with details on the plans and as specified herein as directed by the ENGINEER.

B. The various types of structures and appurtenances such as inlets, headwalls, energy dissipators, etc. are designated on the plans by letters or by numbers indicating the particular design of each. Each type shall be constructed in accordance with the details indicated and to the depth required by the profiles and schedules given.

PART 2 - PRODUCTS

2.01 GENERAL:

A. The construction plans will specify the size and material for the pipe between the storm sewer main and the storm water collection structure.

B. The various types of storm inlets and their relation to curb and gutter, or valley gutter are shown on the Standard Detail Drawings. Construction plans will identify the type to be constructed.

C. Grating size, material, and configuration shall conform to the Standard Detail Drawings.

2.02 MATERIALS:

A. Concrete

1. Concrete for cast in place miscellaneous structures shall be Class A concrete when used with precast pipe sewer construction and Class C concrete when used with monolithic pipe sewer construction.
2. Concrete for precast structures shall be 4000 psi and comply with the applicable requirements of ASTM C 478.

B. Mortar:

1. Mortar shall be composed of 1 part Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose by conforming in other respects to the provisions of Section 03300 for fine aggregate.

2. Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

C. Reinforcement:

Reinforcing Steel shall conform to Item 440.

D. Brick:

1. Bricks shall be of first quality, sound, hard-burned brick. Shale bricks, if used, shall be homogeneous, thoroughly and uniformly burned.
2. Bricks shall not absorb more than 17 percent of water by weight submerged in water for 24 hours, having been in a completely dry state prior to placing in water.
3. Clay brick shall conform to the requirements of ASTM C 62, Grade SW. concrete brick meeting the requirements of ASTM C 55, Grade A, shall be acceptable.

E. Concrete Block:

Concrete blocks when indicated shall conform to ASTM C 139.

F. Frames, Grates, Rings and Covers:

Frames, grates, rings and covers shall conform to Section 02575 and 02577.

G. Miscellaneous Items:

Cast iron for supports, steps and inlet units shall conform to the shape and dimensions indicated. The casting shall be clean and perfect, free from sand or blow holes or other defects. Cast iron casting shall meet the requirements of ASTM A 48, Class 30. Steel for temporary covers when used with Stage Construction shall be adequate for the loads imposed.

PART 3 - EXECUTION

3.01 INSTALLATION OF DRAINAGE FACILITIES:

A. Excavation and backfilling for the storm inlet shall be accomplished in accordance with Section 02221.

B. Trenching, backfilling, and compaction for the connecting pipe between the storm sewer main and the storm inlet shall conform to the specifications contained in Section 02221. Pipe shall be installed in accordance with Section 02572.

C. All pipe and structures shall be installed per location and elevations, as shown on the construction plans. If during the course of installation, an underground obstruction (i.e., existing utility line) the work shall stop and the ENGINEER shall be immediately notified so that the problem can be resolved.

D. Direct connection to storm sewer main will be permitted if the main is a minimum of 36 inches in diameter (I.D.) and the connecting line is not greater than 12-inches (I.D.). If storm sewer mains are 48 inches (I.D.) or larger, the connecting line diameter may be increased to 18 inches (I.D.). For connecting line sized greater than those specified above, the connecting to the main will be made into a manhole or by inserting into the main a factory constructed way. Connection to the main will comply with the Standard Detail Drawings.

E. Removal of curb and gutter and sidewalk for installation of a storm inlet shall be made at a scored or full depth joint.

F. Existing pavement removal and replacement shall conform to Section 02572, 02575, 02601 and 02612 and shall conform to residential or arterial pavement sections of the same material (asphalt or Portland Cement concrete) as the existing pavement.

G. No width greater than 1/2 inch will be permitted between the inlet grate and the roadside portion of the inlet frame.

H. Private drainage facility installations, which are to be constructed under the authorization of "Drainage Facilities within Public Right-of-Way," shall comply with the Standard Detail Drawings and appropriate sections of this publication.

I. The construction inlets shall be done as soon as is practicable after sewer lines into the inlet are complete. All sewers shall be cut neatly at the inside face of the walls of the inlet and pointed up with mortar.

J. Bases for cast in place inlets may be placed prior to or at the CONTRACTOR'S option after the sewer is constructed.

K. The inverts passing out or through an inlet shall be shaped and grout across the floor of the inlet as indicated. This shaping may be accomplished by adding shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

L. All miscellaneous structures shall be completed in accordance with the details indicated. Backfilling to original ground elevation shall be in accordance with the provisions of the appropriate items and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Pavement removal and replacement will be measured by the square yard.

B. Trenching, backfilling and compaction will not be measured or paid, but will be considered incidental to other items.

C. Frame, grates, rings and covers will not measured or paid, but will be considered

incidental to other items.

D. Connecting pipe shall be measured by the linear foot along centerline of pipe from the main side wall of the inlet to the centerline of the main.

E. Storm sewer inlets shall be measured per each for the type and size specified.

F. All miscellaneous structures satisfactorily completed in accordance with the plan and specifications will be measured as complete units per each.

4.02 PAYMENT:

A. The accepted quantities of pavement removal and replacement shall be paid for at the unit bid price per square yard per type of replacement paving material.

B. The accepted quantities of connecting pipe shall be paid at the unit bid price per linear foot per type and size of pipe, and shall include pipe in place and all necessary jointing materials.

C. The accepted quantities of storm inlets will be paid at the unit price per each per type of storm inlet, and shall include: structure, grating, excavation, backfilling and compaction, and curb removal and replacement, as defined in Bid Proposal.

D. The accepted quantities of special complete structures shall be paid at the unit bid price per each.

E. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02601

FLEXIBLE BASE

PART I - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.

B. Flexible base shall be composed of either caliche (argillaceous limestone, calcareous or calcareous clay particles, with or without stone, conglomerate, gravel, sand or other granular materials), crushed stone, gravel, iron ore topsoil, shell, or crushed slag.

C. Flexible base shall be constructed as specified herein in one or more courses in conformance with details, lines and grades shown on the plans, and as established by the ENGINEER.

PART 2 -PRODUCTS

2.01 MATERIALS:

A. Materials for flexible base shall be crushed or un-crushed as necessary to comply with the requirements hereinafter specified.

B. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 LIME STABILIZATION:

A. Where shown on the plans, or directed by the ENGINEER, material for flexible base shall be lime stabilized in accordance with the provisions of Section 02240.

2.03 TYPES:

A. Type A - Crushed or broken aggregate (excluding gravel aggregate).

B. Type B - Gravel Aggregate

C. Type C - Iron Ore Topsoil

D. Type D - Shell Aggregate with Sand Admixture

E. Type E - Shell Aggregate with Sand and Caliche Admixture

F. Type F - Caliche

G. Type G - Crushed Slag

H. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material used meet the requirements set forth in the specification test limits herein.

2.04 GRADES:

A. Unless otherwise shown on the plans or directed by the ENGINEER, the final course of base material shall consist of Grades 1,2,3, or 4, as specified in Table 02601-1.

B. Base courses or sub-base materials, unless otherwise noted on the plans or directed by the ENGINEER, may consist of Grades 1, 2, 3, or 4, as specified in Table 02601-1.

C. All grades shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 02601-1.

D. Testing of flexible base materials shall be in accordance with the following test procedures:

TEST	TESTING PROCEDURE
Preparation for soil constants and sieve analysis	TEX-101-E
Liquid Limit	TEX-104-E
Plastic Limit	TEX-105-E
Plasticity Limit	TEX-106-E
Sieve Analysis	TEX-110-E
Wet Ball Mill	TEX-116-E
Triaxial Tests	TEX-117-E (Part I or II)

E. Unless otherwise specified on the plans, samples for testing the material for Soil constants, Gradation and Wet Ball Mill shall be taken prior to the compaction operations.

F. Unless otherwise specified on the plans, samples for triaxial tests shall be taken from the stockpile or from production, as directed by the ENGINEER, where stockpiling is required and from production where stockpiling is not required.

TABLE 02601-1

PHYSICAL REQUIREMENTS FOR FLEXIBLE BASE MATERIALS

	GRADES			
TYPES	**GRADE 1:**	**GRADE 2:**	**GRADE 3:**	**GRADE 4:**
	(Triaxial Class 1 Min compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Traxial class 1 to 2.3) Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Unspecified Triaxial Class)	
TYPE A	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Crushed or Broken Aggregate (excluding gravel aggregate)	1-3/4..... 0 7/8"..... 10-35 3/8"..... 30-50 No. 4 .....45-65 No. 40 .....70-85 Max LL ..... 35 Max PI..... 10 **Wet Ball Mill** Max Amt.....40 Max Increase in Passing No. 40 20	!-3/4".....0-10 No. 4 .....45-75 No. 40 .....60-85 Max LL .....40 Max PI..... 12 **Wet Ball Mill** Max. Amt.....50 Max Increase in Passing No. 40 20	1-3/4" ..... 0-10 No. 40 ..... 60-85 Max LL .....45 Max PI.....15 **Wet Ball Mill** Max. Amt.....55 Max. Increase in Passing No. 40 20	As Shown On Plans
TYPE B	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Gravel Aggregate		1-3/4".....0-10 No. 4 .....30-75 No. 40 .....70-85 Max LL .....35 Max PI..... 12	1-3/4" 0-5 No. 4 30-75 No. 40 ..... 65-85 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE C	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Iron Ore Topsoil		2-1/2".....0 No. 40 .....50-85 Max. LL .....35 Max. PI..... 12	2-3/4" .....0 No. 40 ..... 45-85 Max. LL .....35 Max. PI.....12	As Shown On Plans

TABLE 02601-1 CONT'D

TYPE D		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Sand-Shell		1-3/4".....0-10 No. 4 .....45-65 No. 40 .....50-70 Max. LL .....35 Max. PI.....12	1-3/4" ..... 0-10 No. 40 ..... 45-65 Max. LL .....35 Max PI.....12	As Shown On Plans
TYPE E		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Shell with Sand and Caliche		1-3/4".....0 No. 40 .....45-65 Max. LL .....35 Max. PI.....10	1-3/4" .....0 No. 40 .. .... 45-65 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE F		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Caliche		1-3/4".....0 No. 4 .....45-75 No. 40 .....50-85 Max. LL .....40 Max. PI.....12	1-3/4" .....0 No. 40 ..... 50-85 Max. LL .....40 Max. PI.....12	As Shown On Plans
TYPE G				
Crushed Blast Furnace Slag				As Shown On Plans

G. The limits establishing reasonable close conformity with the specified gradation and plasticity index are defined by the following:

1. The ENGINEER may accept the material, providing not more than 2 of 10 consecutive gradation tests performed are outside the specified limits on any individual or combination of sieves by no more than 5% and where no two consecutive tests are outside the specified limits.
2. The ENGINEER may accept the material providing not more than 2 of 10 consecutive plasticity index samples tested are outside the specified limit by no more than two points and where no two consecutive tests are outside the specified limit.

2.05 STOCKPILING:

A. When specified on the plans, the material shall be stockpiled prior to delivery on the road. The stockpile shall be not less than the height indicated and shall be made up of layers of material not to exceed the depth shown on the plans.

B. After a sufficient stockpile has been constructed as specified on the plans, the CONTRACTOR may proceed with loading from the stock- pile for delivery to the road.

C. In loading from the stockpile for delivery to the road, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

D. If the CONTRACTOR elects to produce the Type a material from more than one material or more than one source, each material shall be crushed separately and placed in separate stockpiles so that at least 75 percent of the material in the course aggregate stockpiles will be retained on the No. 4 sieve and at least 70 percent of the material in the fine aggregate stockpile will pass the No. 4 sieve.

E. The materials shall be combined in a central mixing plant in the proportions determined by the ENGINEER to produce a uniform mixture which meets all of the requirements of the specification. In the event that combinations of the materials produced fail to meet all of the specification requirements, the CONTRACTOR will be required to secure other materials which will meet specifications requirements.

F. The central mixing plant shall be either the batch or continuous flow type, and shall be equipped with feeding and metering devices which will add the materials into the mixer in the specified quantities.

G. Mixing shall continue until a uniform mixture is obtained.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE:

A. Type roadbed shall be excavated and shaped in conformity with the typical sections shown on the plans and to the lines and grades as established by the ENGINEER.

B. All unstable or otherwise objectionable material shall be removed from the sub-grade and replaced with approved material.

C. All holes, ruts and depressions shall be filled with approved material and, if required, the sub-grade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the sub-grade in an acceptable condition to receive the base material.

D. The surface of the sub-grade shall be finished to line and grade as established and in conformity with the typical section shown on plans, and any deviation in

excess of 1/2 inch in cross section and in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

E. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

F. Material excavated in the preparation of the sub-grade shall be utilized in the construction of adjacent shoulders and slopes or other- wise disposed on as directed, and any additional material required for the completion of the shoulders and slopes shall be secured from sources indicated on plans or as directed by the Engineer.

3.02 PLACEMENT OF FIRST COURSE - TYPE A, TYPE B, TYPE C, TYPE F, AND TYPE G MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section.

B. The material shall be delivered in approved vehicles of a uniform capacity, and it shall be the charge of the CONTRACTOR that the required amount of specified material shall be delivered in each 100- foot station.

C. Material deposited upon the sub-grade shall be spread and shaped the same day.

D. In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the materials shall be scarified and spread as directed by the Engineer.

E. The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.

F. All areas and "nests" of segregated coarse or fine material shall be corrected to removed and replaced with well graded material, as directed by the ENGINEER.

G. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and supplies in the amount directed by the ENGINEER. Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.

H. The course shall be compacted by method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and rolled ad directed until a uniform compaction is secured. Throughout this entire operation,

the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

b) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

c) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the "Density Control" method of compaction is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the percent density as hereinafter specified under "Density".

b) In addition to the requirement specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.

c) After each section of flexible base is completed, tests as necessary will be made by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.

d) Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to established lined and grades.

e) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

f) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

I. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

J. Where Type C material is used, the material shall be scarified, thoroughly wetted, mixed, manipulated, and bladed so as to secure a uniformly wetted material, and pulled in over the sub-grade in courses and set under the action of blading and rolling. The work of mixing, blading, rolling, shaping, and subsequent maintenance shall be performed by the continuous use of sufficient number of satisfactory rollers and power maintainers with adequate scarifier attachments.

3.03 PLACEMENT OF FIRST COURSE - TYPE D MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section, and corrections made if necessary.

B. All materials shall be delivered in approved vehicles of a uniform capacity.

C. The required amount of shell shall be uniformly spread across the section and allowed to dry sufficiently to insure proper slaking and mixing of the binder material. Immediately upon completion of the drying period, as determined by the ENGINEER, the specified amount of sand admixture as required to produce a combined material meeting the requirements hereinbefore specified, shall be spread uniformly across the shell.

D. The material shall then be sprinkled as required and thoroughly mixed by blading and harrowing, or other approved methods.

E. Failure to proceed with the placing of sand admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

F. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

G. The course shall be compacted by the method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the plans indicate that the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) After mixing, all material shall be windrowed, and then spread over the section in layers.

b) The layer shall not exceed 2 inches in loose depth.

c) If necessary to prevent segregation, the material shall be wetted in the window prior to spreading.

d) After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction as directed by the ENGINEER. Succeeding layers shall then be placed similarly until the course is completed.

e) All areas and "nest of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the ENGINEER.

f) The course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured.

g) Throughout this entire operation, the shape of the course shall be maintained by blading; and the surface, upon completion, shall be smooth and in conformity with the typical sections shown on plans, and to the established lines and grades.

h) In that area on which pavement is to be place, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

i) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the plans indicate that the "Density Control" method of compaction is to be used, the compaction method shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

H. When indicated on the plans or permitted by the ENGINEER, Type D material may be mixed in a central mixing plant and delivered to the road as a combined mixture. When this method is used, the combined mixture shall meet the requirements for type D material as hereinbefore specified and the placing and compaction requirement shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

3.04 PLACEMENT OF FIRST COURSE - TYPE E MATERIAL:

A. The construction methods for placing the first course of Type E material shall be the same as prescribed for Type D material except that after the shell and sand have been placed, the prescribed amount of caliche shall then be spread across the sand and shell.

B. The composite mixture shall then be sprinkled as required and thoroughly mixed by blading and harrowing or other approved methods.

C. Compaction of the first course of Type E material shall be the same as prescribed above for Type D material.

D. Failure to proceed with placing the sand and caliche admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

E. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

3.05 PLACEMENT OF SUCCEEDING COURSES - ALL MATERIAL TYPES:

A. Construction methods shall be the same as prescribed for the first course.

B. Prior to placing the surfacing on the completed base, the base shall be "dry cured" to the extent directed by the ENGINEER.

3.06 DENSITY CONTROL:

A. When the "Density Control" method of compaction is indicated on the plans, each course of flexible base shall be compacted to the percent density shown on the plans.

B. The testing will be as outlined in Test Method Tex-114-E.

C. It is the intent of this specification to provide in that part of the base included in the top 8 inches immediately below the finished surface of the roadway not less than 100 percent of the density as determined by the compaction ratio method.

D. Field density determination shall be made in accordance with Test Method Tex-115-E.

3.07 TOLERANCES:

A. When tolerances are permitted by the plans, the limits establishing reasonable close conformity with percent density specified are defined by the following:

1. The ENGINEER may accept the work providing not more than 25 percent of the density tests performed each day are outside the specified density by no more than three pounds per cubic foot and where no two consecutive tests on continuous work are outside the specified limits.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Flexible base will be measure by the square yard of surface area of completed and accepted work based on the width of flexible base as shown on the plans.

1. The flexible base shall be measured for depth by the units of 2000 square yards, with one measurement taken at a location selected by the ENGINEER.
2. In that unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping and re-compacting by sprinkling and rolling.

3. No additional payment over the contract unit price will be made for any flexible base of a thickness exceeding that required by plans.

B. The CONTRACTOR shall schedule his operations in such a manner as to facilitate the measurement of the pay item.

C. The ENGINEER may accept the work provided no more than 2 out of 10 depth tests performed are deficient by not more 1/2 inch and where no two consecutive tests on continuous work are outside the specified depth.

4.02 PAYMENT:

A. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit bid price per square yard, complete in place.

B. Where "Ordinary Compaction" is used, all sprinkling, rolling, and manipulation required will not be paid for directly, but will be incidental to other bid items.

C. The unit prices bid shall each be full compensation for shaping and fine grading the roadbed; for securing and furnishing all materials, including all royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials for all hauling and delivering. on the road; for spreading, mixing, blading, dragging, shaping and finishing and for all manipulation, labor, tools and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02610

PRIME COAT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION:

A. Prime coat shall consist of application of asphaltic materials on completed base course and/or other approved area, which shall be applied in accordance with these specifications, as shown on the plans, and as directed by the ENGINEER.

1.02 QUALITY ASSURANCE:

A. Test and Certification of Bituminous Materials.

1. Bituminous material is to be tested in accordance with the requirements of AASHTO M-82 and sampled in conformance with AASHTO T-40.
2. Supply, at the time of delivery of each shipment of asphalt, two certified copies of test reports, from supplying vendor, to the ENGINEER.
3. Test reports shall indicate name of vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and result of specified tests.

   The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for type and grade indicated.

   Certified test reports and the testing required in the preparation of such report shall be at no cost to the COUNTY.

4. Final acceptance of bituminous materials shall be dependent on the determination by the ENGINEER that the material meets prescribed standards.

PART 2- PRODUCTS

2.01 MEDIUM CURING CUTBACK ASPHALT:

A. Medium-curing liquid asphalt, designated by the letters MC, shall consist of an un-cracked petroleum base stock, produced by the processing of asphaltic or semi-asphaltic base crude petroleum, blended with a kerosene-type solvent. The base stock for all MC materials shall be straight run asphalt produced within the penetration range of 100 to 300, and the end point of the kerosene type solvent shall not exceed 525 degrees F. Medium curing liquid cutback asphalt shall be free from water and show no separation.

B. Medium curing cutback asphalt shall consist of materials specified above and

conforming to the requirements set forth in Table 2610-1.

C. Unless otherwise noted on the plans or directed by the ENGINEER, cutback asphalt Grade MC-30 shall be used.

2.02 BLOTTER MATERIAL:

A. Supply blotter material consisting of native sand and/or sweepings from base course.

B. Native sand shall be local material obtained from approved sources as approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Unless otherwise specified on the plans or, required by the ENGINEER, only asphaltic material shall be used. Where required, a combination of asphaltic and blotter material shall be used.

B. Application of Asphaltic Materials Only.

1. Apply prime coat to prepared surface when ambient air temperature is above 40 degrees F. and is rising and shall not be applied when the ambient air temperature is below 50 degrees F. and falling.
2. Apply prime coat to surfaces that have been cleaned by sweeping or other approved methods and where base is thoroughly dry and satisfactory for receiving prime coat.
3. Apply prime coat to cleaned base, at a rate of 0.2 to 0.5 gallons per square yard of surface area, using an approved type of self-propelled pressure distributor so constructed and operated to distribute the material evenly and smoothly.
4. Provide necessary facilities for the determination of temperature of asphaltic material in all heating equipment and distributors; and for determination of rate at which it is applied; and for securing uniformity at the junction of two distributor loads.
5. Keep in clean and good working condition all storage tanks, piping, reports, booster tanks and distributors used in the storage and handling of asphaltic materials.
6. Operate all associated equipment in a manner such that there is no contamination of asphaltic material with foreign material.
7. Calibrate distributor and furnish ENGINEER with an accurate and satisfactory record of such calibrations.

TABLE 2610-1

Specification Designation	Test	AASHTO Test Method	ASTM MC Method		Grade MC 30	MC 70	MC 250	MC 800	MC 3000
Flash Point (Open Cleve) oF, Min.		T 48	D 92		100	100	150	150	150
Viscosity 140oF, Kinematic, CS		T 201	D 2170	60	30 to 140	70 to 500	250 to 1600	800 to 6000	3000 to
Furol Viscosity		T 72	D 88						
at 77 F. (Secs.)					75-150				
at 122 F. (Secs.)					60-120	300			
at 140 F. (Secs.)					125-250	to			
at 180 F. (Secs.)					100-200	600			
Distillation Distillate (% of Total Distillate		T 78	D 402						
to 680 F)									
to 437 F)					0-25	0-20	0-10	-0-	-0-
to 500 F					40-70	25-60	20-55	10-35	0-15
to 600 F					75-93	75-90	70-85	65-80	50-75
Residue from Distillation to 680 F Volume % by Difference Min.					50	55	67	75	80
Tests on Residue From Distillation Penetration at 77 F		T 49	D 5		120 to 250	120 to 250	120 to 250	120 to 250	120 to 250
*Ductility 77 F cm., Min.		T 51	D 113		100	100	100	100	100
Solubility in CC1 4, % Min.		T44	NONE	99.5	99.5	99.5	99.5	99.5	

Water, % Min.	T 55	D 95	0.2	0.2	0.2	0.2	0.2
Reaction to Spot Test	T 102**	-0-		-0-	-0-	-0-	-0-

* If penetration of residue is more than 200 and its ductility at 77 F is less than 100, the material will be acceptable if the ductility at 60 F is greater than 100.

** Using 85% Standard Naphtha and 15% Xylene.

NOTE: Viscosity tests may be made by either Kinematic or Furol test methods.

8. Recalibrates distributor, in a manner satisfactory to the ENGINEER, after the beginning of work, should the yield on the asphaltic material applied appear to be in error.
9. No traffic, hauling or placing of subsequent courses shall be permitted over freshly applied prime coat until authorized by the ENGINEER.
10. Apply asphaltic material at a temperature within 15 F of temperature of application selected by the ENGINEER based on temperature viscosity relationship noted in Table 2610-1.
11. Maintain surface until work is Blotter Material.

C. Application of Asphaltic and Blotter Material

1. Haul blotter material in vehicles of uniform capacity and placed on shoulders at spacings designated by the ENGINEER.
2. After application of asphaltic material as specified above, cover surface with blotter material as directed by the ENGINEER.
3. After application of blotter material, drag surface with approved drag broom, evenly and smoothly distributing the blotter material.
   Brooming or dragging operation shall continue, as directed by the ENGINEER, until the course has properly cured under traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRIME COAT:

A. Asphaltic material for prime coat will be measured for payment at point of delivery on the project in gallons at applied temperature. Payment will be paid at the unit bid price for "Prime Coat".

B. When not listed as a separate contract pay item, prime coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

4.02 BLOTTER MATERIALS:

A. Blotter mater will be considered incidental to asphaltic material for prime coat with no direct payment or payment therefor.

*** * * * END OF SECTION * * * ***

SECTION 02612

HOT MIX ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved sub-grade, sub-base course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 PRODUCTS

2.01 ASPHALTIC MATERIALS

A. Asphalt cement binders shall be un-cracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open Cup Min.)	T48	D92		450	450	450	425	350
Penetration of Original Sample at 77 F	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test % or Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene,

TABLE 02612-2

	OA-30		OA-175*8		OA-400	
TYPE-GRADE	**MIN.**	**MAX.**	**MIN.**	**MAX.**	**MIN.**	**MAX.**
Penetration at 32 F, 200g., 60 sec.	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec.	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec.	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C., F	450	--	425	--	425	--
Softening Point, R. & B., F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in. Film 50g., 5 hrs., 325 F, % Loss by Wt.	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	---	99.0	---	99.0	---
Spot Test on Original OA	**Neg.**		**Neg.**		**Neg.**	
Float Test at 122 F, sec.	--	--	--	--	120	150
Test on 85 to 115 Pen. Residue* Residue by Wt., %	--	--	--	--	--	75
Ductility, 77 F, 5 cm/min.: Original Res., cms.	--	--	--	--	100	---
Subjected to Thin Film Test, cms	--	--	--	--	100	--

* Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

** For use with Latex Additive only

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140 F stokes...	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.....	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C., F...	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene percent.....	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test:												
Viscosity, 140 F stokes.....	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min, cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot Test.. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solid basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ration, B/S..... 70/30
Minimum solids content..... 67%

Solids content per gal. @ 67%..... 5.3 lbs.
Coagulum on 80-mesh screen..... 0.01% max.
Type Anti-oxidant.....staining
Mooney viscosity of Polymer(M/L 4@212F) 100 min.

PH of Latex ..... 9.4 - 10.5
Surface tension ..... 28 - 42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes. ..... 1500 max.
Ductility at 39.2 F. 1 cm. per., cm ..... 100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"A"	3.5 - 7.0	8.0 - 16.0
"B"	3.5 - 7.0	8.0 - 16.0
"C"	3.5 - 7.0	8.0 - 16.0
"D"	4.0 - 8.0	9.0 - 19.0
"F"	3.5 - 6.5	8.0 - 16.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the COUNTY. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the COUNTY.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified

limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30	Mechanic Testing
AASHTO T-27	Passing No. 200 Sieve
AASHTO T-89	Liquid Limit
AASHTO T-96	Los Angeles Abrasion
AASHTO T-104	Soundness (Magnesium Sulfate)
ASTM C - 131	Resistance to Degradation
ASTM C - 136	Sieve Analysis
ASTM C -2419	Sand Equivalence Value
SDHPT Tex - 416 - E	Method of Calculating Plasticity Index of Solids
SDHPT Tex - 217 - F	(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex - 203 - F	Quality Test for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of 15% crushed limestone screening or as directed by the ENGINEER.

1. Type "A" - Course Graded Base Course

Percent Aggregate by

	Weight or Volume
Passing 2" sieve	100
Passing 1-3/4" sieve	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 40 sieve, retained on No. 10 sieve	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

2. Type "B" - Fine Graded or Leveling-Up Course

	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve	21 to 53
Passing 3/8" sieve, retained on 3/8" sieve	11 to 42
Passing No. 4 sieve, retained on NO. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on NO. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

3. Type "C" - Course Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve, retained on 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	11 to 37
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

5. Type "F" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No.10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.10 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is not less than 40 F.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall not be less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be places where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has been accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaces pavement, a tack coat shall be evenly and uniformly applied to such existing pavement preceding the placing of the asphalt concrete. The surface shall be free of water, all foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 it 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlines in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95 to 100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determines by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix. During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

Passing 1-3/4" sieve, retained on 7/8" sieve ..... Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 3/8" sieve, retained on No. 4 sieve ..... Plus or minus 5
Passing No. 4 sieve, retained on No. 10 sieve ..... Plus or minus 5
Total retained on No. 10 sieve..... Plus or minus 5
Passing No. 10 sieve, retained on No. 40 sieve ..... Plus or minus 3
Passing No. 40 sieve, retained on No. 80 sieve..... Plus or minus 3
Passing No. 80 sieve, retained on No. 200 sieve ..... Plus or minus 3
Passing No. 200 sieve..... Plus or minus 3

Asphaltic Material ..... Plus or minus 0.05 by weight or 1.2 by volume

Mixing Temperature..... Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density - Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%

Stability - (Hveenm)		
Minimum	30%	30%
Maximum	45%	45%
Stability (Marshall - 75 Blow Briquette)	1500 lbs.	1500 - lbs.
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	40	40

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1> inches or less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, time solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.
3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.
2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.
3. Three Wheel Roller. This roller shall be an acceptable power-driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.
4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight-edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.
2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in from of the screed. Design will be such that no part of the truck weight will be supported by the paver.
3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.
4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.
2. The ENGINEER will determine a minimum placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F.
3. A conventional paver or suitable equipment approved by the ENGINEER may be used to place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in

front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.
6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.
7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.
8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.
9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longtitudally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.
3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.
4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated
5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be

corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.
7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.
8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.
9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.
10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.
2. Each course, after final compaction, shall have a density of not less than 95 percent of the density developed in the laboratory test method outlines in Texas SDHPT Bulletin C-14.
3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.
4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.
5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.
6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.
8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.
2. When plant mix bituminous pavement is places over plant mix bituminous treated base or when plant mixed seal coat is places over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.
3. Transverse joints shall have two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.
4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.
2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as herein before specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the OWNER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Price Adjustment for Roadway Density:

1. The pavement of the unit price will be adjusted for roadway density as outlined in the following table. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of five density tests. The price adjustment will be applied to the entire asphalt concrete mix which includes the HMAC aggregate, the asphalt cement and anti-stripping compound, is used.

Average Density **% of Lab Density**	**Percent of Contract Price To Be Paid**
Above 95%	100%
94.0 to 94.99	96%
93.0 to 93.99	91%

92.0 to 92.99	85%
Less than 92.0	*

* This lot shall be removed and replaced to meet specification requirements as ordered by the ENGINEER. In lieu thereof, the CONTRACTOR and the ENGINEER may agree in writing that for practical purposes, the lot shall not be removed and will be paid for at 50% of the contract price.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

*** * * END OF SECTION * * ***

SECTION 02780

FLAT WHEEL ROLLING

PART 1- GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of subgrade, embankment, flexible base, surface treatments and asphalt surfaces by the operation of approved power roller as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. Embankments and Flexible Bases

1. Power rollers shall be of the 3-wheel, self-propelled type, weighing not less than 10 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear of wheel width. All wheels shall be flat.

2. The rear wheels shall have a diameter of not less than 48 inches and each shall have a wheel width of not less than 20 inches.

B. Surface Treatments and Pavements

1. Power rollers shall be the 3-wheel or tandem, self-propelled type, weighing not less than 3 tons nor more than 6 tons. All wheels shall be flat.

2. Rollers shall be equipped with an adequate scraping or cleaning device on each wheel.

3. Rollers used to compact asphalt mixture shall be equipped with a water system which will keep all tires uniformly wet.

4. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting in the same period of time as the specified equipment. If the substituted compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

5. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Subgrades, Embankments and Flexible Base

1. The subgrade or embankment layer or the base course shall be sprinkled if directed and rolling with a power roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the rear wheel of the power roller.

2. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the roller shall be slightly different in length.

3. The rollers, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

B. Surface Treatments and Pavements

1. Rolling shall be done to produce a satisfactory surface as called for in surface treatment and pavement items.

2. The sequence of work shall be as indicated for embankment layer or base course.

3. The operating speed shall be determined by the CONTRACTOR.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered incidental to the other items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02782

PNEUMATIC TIRE ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment, flexible base, surface treatments or pavements by the operation of approved pneumatic tire rollers.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. When used on seal coats, asphaltic surface treatments and bituminous mixture pavements, the roller shall be self propelled and equipped with smooth tread tires with 45 psi tire pressure.

B. The roller shall be so constructed as to be capable of being operated in both a forward and a reverse direction.

C. When used on bituminous mixture pavements, the roller shall have suitable provision for moistening the surface of the tires while operating.

D. When turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, the roller shall be of the self-propelled type.

E. In lieu of the rolling equipment specified, the CONTRACTOR may operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time, its use shall be discontinued.

F. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

2.02 LIGHT PNEUMATIC TIRE ROLLER:

A. The light pneumatic tire roller shall consist of not less than 9 pneumatic tire wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle.

C. The pneumatic tire roller under working conditions shall have an effective rolling width of approximately 60 inches and shall be so designed that by ballast loading the total load be varied uniformly from 9,000 pounds or less to 18,000 pounds or more.

D. The roller shall be equipped with tires that will afford ground contact pressures to 45 pounds per square inch or more. The operating load and tire air pressure shall be within the range of the manufacturer's chart. The roller under working conditions shall provide a uniform compression under all wheels.

E. Individuals tire inflation pressures shall be within +5 psi of each other.

F. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type and the roller, when drawn or propelled by either type of equipment, shall be considered a light pneumatic tire roller unit.

2.03 MEDIUM PNEUMATIC TIRE ROLLER (TYPE A):

A. The medium pneumatic tire roller (Type A) shall consist of not less than 7 pneumatic tired wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axles shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tire roller, under working conditions, shall have an effective rolling width of approximately 84 inches and shall be so designed that, by ballast loading, the total load may be varied uniformly from 23,500 pounds or less to 50,000 pounds or more.

C. The roller shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more. Individual tire inflation pressures shall be within +5 psi of each other.

D. The operating load and tire air pressure shall be within the range of the manufacturer's chart.

E. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type.

F. The roller, when drawn or propelled by any type of equipment, shall be considered a medium pneumatic tire roller unit.

G. The power unit shall have adequate tractive effort to properly move the operating roller at variable uniform speeds up to approximately 5 miles per hour.

2.04 MEDIUM PNEUMATIC TIRE ROLLER (Type B):

A. The medium pneumatic tire roller (Type B) shall conform to the requirements for Medium Pneumatic Tire Roller (Type A) as specified above, except that the roller shall be equipped with tires that will afford ground contact pressures to 90 psi or more.

PART 3 -EXECUTION

3.01 CONSTRUCTION METHODS:

A. The embankment layer or the base course be sprinkled if directed and rolling with a pneumatic tire roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 of width of the pneumatic tire roller.

B. On super-elevated curves, rolling shall begin at the low sides and progress towards the high sides.

C. Alternative trips of the roller shall be slightly different in length.

D. The light pneumatic tire roller shall be operated at speeds between 2 and 6 miles per hour for asphalt surfacing work and all other work.

E. The medium pneumatic tire roller shall be operated at speeds which produce a satisfactory product.

F. Sufficient rollers shall be provided to compact the material in a satisfactory manner. When operations are so isolated from one another that 1 roller unit cannot perform the required compaction satisfactorily, additional roller units shall be provided.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered subsidiary to the various items of the contract.

*** * * END OF SECTION * * ***

SECTION 02784

TAMPING ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment by the operation of approved tamping rollers as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The tamping rollers shall consist of two metal rollers, drums or shells of 40 inches minimum diameter; each not less than 42 inches in length and unit mounted in a rigid frame in such a manner that each roller may oscillate independently of the other.

B. Each roller, drum or shell be surmounted by metal studs with tamping feet projecting not less than 7 inches from the surface and spaced not less than 6 inches nor more than 10 inches, measured diagonally center to center and the cross sectional area of each tamping foot, measured perpendicularly to the axis of the stud, shall not be less than 5 nor 8 square inches.

C. The roller shall be supplemented with cleaning teeth to provide self cleaning.

D. The roller shall be so designed that, by ballast loading, the load on each tamping foot may be varied uniformly from 125 to 175 psi of cross sectional area. The load per tamping foot will be determined by dividing the total weight of the roller by the number of tamping feet in 1 row parallel to or approximately parallel to the axis of the roller.

E. The compression to be provided at any time shall be as directed by the ENGINEER. The tamping roller shall be drawn by suitable power equipment of adequate tractive effort.

F. Two tamping roller, consisting of 4 cylinders, conforming to the above prescribed requirements, drawn by approved power equipment, shall be considered a roller unit.

G. Where turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, 1 tamping roller consisting of 2 cylinders fastened to the front end of approved power equipment, shall be considered a roller unit.

H. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting equipment that will produce equivalent relative compaction in the same period of time a the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

I. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done only when ordered by the ENGINEER.

B. The embankment layer or the base courses shall be sprinkled if directed and rolling with a tamping roller unit shall start longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 of the width of the tamping roller unit.

C. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the unit shall be slightly different in length.

D. The tamping roller unit, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

E. Sufficient roller shall be provided to compact the material in a satisfactory manner.

F. The minimum number of rolling units shall be governed by the progress in placing the material to be compacted. The quantity of material placed per hour shall be determined by averaging the total quantity of material placed within any 1 working day.

G. When operations are so isolated from one another that one roller cannot perform the required compaction satisfactorily, additional roller shall be provided and operated as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.

B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.

C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.

D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.

E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.

F. Rubber tired tractive equipment shall be used on base courses.

G. Other type tractive equipment may be used on embankment sub-grade.

H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produces the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.

B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.

C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.

D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.

E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.

F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02790

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:

This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:

12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:

Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:

HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:

Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:

Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m^2)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

***** END OF SECTION *****

SECTION 03300

CAST-IN-PLACE-CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice for Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143 - Slump of Portland Cement Concrete.
9. ASTM C150 - Portland Cement.
10. ASTM C309 - Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, water stops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas Department of Highways and Public Transportation, 1982 Standard Specifications.

B. Type I or Type II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60□F.

D. Type III may be used in all precast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO_4.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, un-coated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	% Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	0 - 50
No. 30	0 - 75
No. 50	0 - 90
No. 100	0 - 100
No. 200	0 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1maximum.

F. Miner Filler:

1. May be added upon written authorization of ENGINEER.
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substance, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate or other similar material	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F. Gradation, percent of weight retained on:

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 MM)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 - 100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	7 - 90%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 - 100%

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed;
2. Three-fourths of the clear space between reinforcement.
3. The maximum size aggregate is defined as the clear space between the sides of the smallest square opening through which 95 percent of the weight of the aggregate can be passed.
4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or curse aggregates, and shall consist of hard, durable, un-coated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Section 03320.

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Products Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A, Polyvinyl chloride or rubber, center bulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.
2. Sufficient samples of all materials to be incorporated into the mix for testing.
3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.
2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.
2. The aggregate shall not segregate during transport.
3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	Max. Slump
(a) Cased Drilled Shafts and thin-walled Sections (9 inches or less)	4	5
(b) Slabs, Caps, Columns, Piers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving		
Underwater or seal concrete		2 1/2
(d) Rip-Rap, curb, Gutter and other Miscellaneous Concrete	As Specified	By Owner

Note: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

CLASS OF CONCRETE	MIN.-MAX. SX. CEMENT	MIN. BEAM STRENGTH 28-DAY PSI	MIN. BEAM STRENGTH 7-DAY PSI	MAX. WATER CEMENT RATIO ITEM 2.1.1.	COARSE NO.
A.	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3-***
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5-8.0	AS SPECIFIED ON PLANS	N/A	5.5	3

* Entrained Air:

** No. 1 course aggregate may be used in foundations only (except cased drilled shafts).

*** Pre-stressed Concrete.

**** ASTM C 293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use pre-mix non-shrink, Embeco Premixed Grout or Embeco Pre Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.
2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure sub-grade is true to line and grade and compacted as specified.

B. Fill and re-compact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten sub-grade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonable tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other device indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transix Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer turning.

I. Continuous Volummetric Mix Concrete:

1. A mobile, continuous, Volummetric mixer of the rotating puddle type may be used for when approved by ENGINEER.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.
3. The mixers shall adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.04 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50□ F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared sub-grade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspection of forms by ENGINEER.

E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

AIR OR CONCRETE TEMPERATURE	NON-AGITATED CONCRETE	MAXIMUM TIME
80 deg. F or Above	(26.6 deg. C)	15 minutes
35 deg. F or 79 deg. F	(1.6 to 26.1 deg. C)	30 minutes
	AGITATED CONCRETE	
90 deg. F or Above	(32.2 deg. C)	45 minutes
75 deg F to 89 deg. F	(23.9 to 31.6 deg. C)	60 minutes
35 deg. F to 74 deg. F	(1.6 to 23.3 deg. C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spanding, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without casing segregation of mix.

3.05 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely through the water nor shall it be

disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.06 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.
2. Location where not shown; maximum spacing is:
   a. Driveways: 10'
   b. Sidewalks: 4'
   c. Other flat slabs: 20 times slab thickness.
3. Saw depth not less than 1/4 slab thickness.

B. Expansion:

1. Install where shown on the plans.
2. Locations where not shown: all structures and features which project through, into or against slab.
3. Install according to manufacturer's recommendations, set material securely before placing concrete.
4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.
2. Fill immediately following cleaning.
3. Fill to 1/8" of surface.
4. Remove excess while material is still pliable.
5. Refill low areas where necessary.
6. Omit filling sidewalk joints.

3.07 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

3.08 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	Required Curing
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade

*** * * END OF SECTION * * ***

SECTION 03320

CONCRETE ADMIXTURES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing materials for use as admixtures in concrete.

PART 2 - PRODUCTS

2.01 AIR ENTRAINING ADMIXTURE

A. An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will entrain uniformly dispersed microscopic air.

B. This admixture shall conform to ASTM C 260, modified as follows:

1. The cement used in any series of tests shall be either the cement proposed for specific work or a reference" Type I cement from one mill.

2. Unless otherwise indicated, the minimum relative durability factor shall be 80.

C. The air entraining admixture used in the reference concrete shall be high quality neutralized Vinsol Resin.

2.02 WATER - REDUCING, RETARDING ADMIXTURE

A. A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete.

B. This mixture shall conform to ASTM C 494, Type A or D, modified as follows:

1. The water-reducing retarder shall retard the initial set of the plastic concrete a minimum of 2 hour and a maximum of 4 hours when the materials are at a temperature of 90 F, the dosage rate specified by the manufacturer.

2. The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement for one mill.

3. All concrete tested shall contain entrained air.

2.03 WATER-REDUCING ADMIXTURE

A. "Water-reducing Admixture" is defined as a material which when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength.

B. This admixture shall conform to ASTM C 494, Type A.

2.04 ACCELERATING ADMIXTURE

A. In "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete.

B. This admixture shall conform to ASTM C 494, Type C, modified as follows:

1. This accelerating admixture will contain no chlorides and shall be used in the liquid for only.

2.05 HIGH RANGE WATER REDUCING ADMIXTURES

A. A "High-range Water Reducing Admixture," referred to as a super plaster size, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without segregation, impermeability and durability of the mix.

B. This admixture shall conform to ASTM C 494, Type F or G, modified as follows:

1. It shall reduce the required water by a minimum of 15 percent.

2. It shall increase the 7 day compressive strength of the concrete by a minimum of 25 percent.

C. The admixture when added to the mix shall produce the following:

1. Modify a low slump concrete, without the addition of water, to produce a slump which conforms to the range indicated.

2. It shall prevent a temperature rise of the mix above 100 F during high ambient conditions.

3. It shall not increase the chloride content of mix.

2.06 CERTIFICATION

A. The CONTRACTOR shall submit the name of the admixture proposed and manufacturer's certification that products selected meet the requirements of this item and of ADTM C 260 and C 494 as required.

B. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification.

C. The ENGINEER may request additional information to be submitted such as infrared spectrophotometry scan, solids content, ph value, etc., for further identification.

D. A change in formulation discovered by any of the tests prescribed herein or other means and not reported and re-tested, may be cause to permanently bar the manufacturer from furnishing admixtures for COUNTY work.

E. The ENGINEER reserves the right to perform any or all of the tests required by ASTM C 260 and C 494 as a check on the tests reported by the manufacturer.

F. In case of any variance, the ENGINEER tests will govern.

2.07 APPROVAL

A. The ENGINEER shall approve all admixtures and dosage. Approval of admixtures shall be based on previous performance of the admixture.

B. The dosage will be determined from the manufacturer's recommendations, trial mixes or current job approved mix designs, if it is shown that no substantial change in any of the proposed ingredients has been made.

C. Should the CONTRACTOR desire to change the admixture or dosage approved during the progress of the work, the CONTRACTOR shall perform trial mixes at his own expense and submit the new mix design for approval.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. No concrete shall be delivered to the project until the mix design is approved. All concrete delivered shall conform to the approved job mix formula. Unless otherwise indicated, all concrete shall be air entrained. All admixtures will be added at the Batch Plant. All admixtures shall be in the liquid state. No admixtures shall be dispensed on dry aggregates. Each admixture shall be dispensed separately, but at the same time as the mixing water.

B. An approved job mix formula for normal hot weather concreting may not perform satisfactorily for extended retardation, in which case its use will not be permitted.

C. The rotation of the mixer shall be sufficient to thoroughly mix the admixture into the concrete.

D. Admixtures shall be agitated as required to prevent separation or sedimentation of solids. Air agitation of Neutralized Vinsol Resin will not be permitted.

E. Normally air entraining agents shall be charged into the mixer at the beginning of

the batch and retarding or water reducing admixtures shall be charged into the mixer during the last part (approximately 1/3) of the batch when an air-entraining agent is used.

F. Accelerating admixtures will not be used only on the written approval of ENGINEER. Accelerating admixtures will not be permitted in bridge decks, direct traffic culvert slabs at any time nor when Type II cement is specified.

G. All admixtures shall be of the same brand from only one manufacturer for the entire project, unless otherwise approved by the ENGINEER.

H. Accelerators will be used only to meet special project requirements and will require the approval of the ENGINEER.

I. For individual placements of concrete of 25 cubic yards or more and for all ready-mix concrete, the admixture shall be measured and dispensed by a readily adjustable dispenser. When set to a predetermined volume, the dispenser shall fill to the preset amount and hold it positively without leakage until the operator releases the content into the mixing water by some positive means. Unless otherwise indicated, completely automatic dispensing will not be required, except for use with a full automatic plant.

J. The calibrated container shall be a measuring reservoir of the type where the level of the admixture is visible at all times. A strip gauge with one ounce increments for air entraining admixtures, ten ounce increments for dispersing admixtures, shall be attached securely to the measuring apparatus. This strip shall be a material possessing weather resistant qualities. The accuracy equipment shall visibly show the total amount to be dispensed for ready check by the ENGINEER.

K. When individual placements of less than 25 cubic yards and with the concrete batched on the job site, the ENGINEER may waive the requirements for mechanical dispensing equipment.

L. When high range water reducing admixtures are indicated the following will be observed:

1. Ready-mixed concrete shall be delivered in transit mixers and the capacity of the transit mixture shall be reduced for each bath by 25 percent of the rated capacity to assure proper mixing.

2. If during the placement of concrete, a change in slump resulting in a slump loss in excess of 3 inches is noted, the remaining concrete shall be rejected.

3. The addition of water will not be permitted at the job site.

4. Only one liquid admixture shall be used to achieve the desired results, except where air entrainment is indicated, the air entrainment agent will be permitted.

5. The concrete design shall meet the following requirements:

ITEM	TEST	VALUE
Air entrainment	ASTM C 260	3 to 6 percent
High range water reducing Admixture	ASTM C 494 Type F or G	
Water cement ratio Gal/.Sack Max.		6.25
Minimum cement content in Sacks (94 lb. sack)		6.0
Coarse aggregate factor		6.5
Slump Maximum, inches		10
Flexural strength @ 7 days, psi		650
Maximum concrete temperature F		100

PART 4 - MEASUREMENT AND PAYMENT

4.01 No additional compensation will be made for the materials, equipment test or methods required by this item, but shall be considered subsidiary to various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03330

REINFORCING STEEL

PART 1 - GENERAL

1.01 This work shall consist of the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity indicated and in accordance with these specifications.

PART 2 - PRODUCTS

2.01 BARS:

A. Bar reinforcement shall be deformed and shall conform to ASTM A 615, A 616, Grades 40, 60, or 75 and shall be open-hearth, basic oxygen or electric furnace new billet steel, unless otherwise indicated. Large diameter new billet steel (Nos. 14 and 18), Grade 75, will be permitted for straight bars only.

B. Where bending of bar sizes No. 14 or No. 18 of Grades 40 or 60 is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM specification. the required bend shall be 90 degrees at a minimum temperature of 60 F around a pin having a diameter of 10 times the nominal diameter of the bar and shall be free of cracking.

C. Spiral reinforcement shall be either smooth or deformed bars or wire of the minimum diameter indicated. Bars for spiral reinforcement shall comply with ASTM A 675, A 615, or A 617. Wire shall comply with ASTM A 82. The minimum yield strength for spiral reinforcement shall be 40,000 psi.

D. In cases where the provisions of this item are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this item shall govern.

E. Report of chemical analysis showing the percentages of carbon, manganese, phosphorus and sulfur will be required for all reinforcing steel when it is to be welded, except for drill shafts. No tack welding will be allowed. All welding shall conform to the requirements of AWS D-1-72.

F. The nominal size and area and the theoretical weight (lbs.) of reinforcing steel bars covered by these specifications are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER INCHES	NOMINAL AREA SQUARE INCHES	WEIGHT PER LINEAR FOOT
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

G. Smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

H. Smooth, around bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

2.03 WELDED WIRE FABRIC:

A. Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth, basic oxygen or electric furnace billet. Wire shall conform to the requirements of the standard Specifications for Cold-Drawn Steel Wire for concrete Reinforcement, ASTM A82 or A496. Wire fabric, when used as reinforcement, shall conform to ASTM A 185 or A 497.

B. When wire is ordered by size numbers, the following relations between size number, diameter in inches and area shall apply unless otherwise indicated.

SIZE W NUMBER	NOMINAL DIAMETER (INCH)	NOMINAL AREA SQUARE INCHES
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.75	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	1.160
14	0.391	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

C. When deformed wire is required, the size number shall be preceded by D and for smooth wire the prefix shall be shown.

2.04 CHAIRS AND SUPPORTS:

A. Chairs and Supports shall be steel, precast mortar or concrete blocks cast in molds meeting the approval of the ENGINEER of sufficient strength to position the reinforcement as indicated when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel.

B. Chairs shall be plastic coated when indicated.

C. Chair types and uses shall be as follows:

Chair Types and Applicable Uses

Structural or Architectural Elements (columns, beams, walls, slabs)exposed to weather, and subject to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.
Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel chairs.
Structural or Architectural Elements not exposed to weather or corrosive condition.	Uncoated steel chairs.

Slabs and grade beams cast on grade. Steel chairs with a base with 9 inch^2 minimum area or sufficient area to prevent the chair from sinking into fill or sub-grade. Precast mortar or concrete blocks meeting the requirements of this item may be used.

2.05 BENDING:

A. The reinforcement shall be bent cold, true to the shapes indicated. Bending shall preferable be done in the shop.

B. Irregularities in bending shall be cause for rejection.

C. Unless otherwise indicated, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

1. Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend.

Bar Number	Grade 40	Grade 60
3, 4, 5	3d	4d
6, 7, 8	4d	5d

2. All bends in main bars and in secondary bars not covered above:

Bar Number	Grade 40		Grade 60	Grade 75
3 thru 8		6d	6d	--
9, 10		8d	8d	--
11		8d	8d	8d
14, 18	10d	10d	--	

2.06 STORAGE:

A. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust.

B. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations.

C. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel indicated.

2.07 SPLICES:

A. No splicing of bars, except when indicated or specified herein, will be permitted without written approval of the ENGINEER.

B. No substitution of bars will be allowed without the approval of the ENGINEER. Any splicing of substituted bars shall conform to Table 03330-1.

C. Splices not indicated will be permitted in slabs no more than 15 inches in thickness, columns, walls and parapets, but not included for measurement, subject to the following:

1. Splices will not be permitted in bars 30 feet or less in plan length.
2. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus 1 splice length, with no more than 1 individual bar length less than 10 feet.

3. Splices not indicated, but permitted hereby, shall conform to Table 03330-1. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

TABLE 03330-1

Minimum Lap Requirements

Bar Number	Grade 40	Grade 60
3	1 foot 0 inches	1 foot 0 inches
4	1 foot 2 inches	1 foot 9 inches
5	1 foot 5 inches	2 feet 2 inches
6	1 foot 9 inches	2 feet 7 inches
7	2 feet 4 inches	3 feet 5 inches
No. 8	3 feet 0 inches	4 feet 6 inches
No. 9	3 feet 10 inches	5 feet 8 inches
No. 10	4 feet 10 inches	7 feet 3 inches
No. 11	5 feet 11 inches	8 feet 11 inches

D. Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped.

E. Welding of reinforcing bars may be used only where indicated or as permitted herein. All welding operations, processes, equipment, materials, workmanship and inspection shall conform to the requirements indicated. All splices shall be of such dimension and character as to develop the full strength of the bar being spliced.

F. End preparation for butt welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.

G. For box culvert extensions with less than 1 foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 03330-1.

H. For box extensions with more than 1 foot of fill, a minimum lap of 6 inches will be required.

I. Unless otherwise indicated, dowel bars transferring tensile stress shall have a minimum embedment equal to the minimum lap requirements shown in Table 03330-1.

J. Shear transfer dowels shall have a minimum embedment of 12 inches.

PART 3 - EXECUTION

3.01 PLACING:

A. Reinforcement shall be placed as near as possible in the position indicated. Unless otherwise indicated, dimensions shown for reinforcement are to the centers of the bars.

B. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.

C. Cover of concrete to the nearest surface of steel shall be as follows:

ITEM	MINIMUM COVER INCHES
1. Concrete cast against and permanently exposed to earth.	3
2. Concrete exposed to earth or weather:	
Bar No. 6 through 18 bars	2
Bar No. 5, W31 or D31 wire and smaller	1 1/2
3. Concrete not exposed to weather or in contact with ground:	
Slabs, walls, joists:	
Bar No. 14 and 18	1 1/2
Bar No. 11 and smaller	1
Beams, columns:	
Primary reinforcement, ties, stirrups, spirals	1 1/2
Shells, folded plate members:	
Bar No. 6 and larger	1
Bar No. 5, W31 or D31 wire, and smaller	1

D. Vertical stirrups shall always pass around the main tension members and be attached securely thereto. The reinforcing steel shall be spaced its required distance from the form surface by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers or approved precast mortar or concrete blocks. For approval of plastic spacers on a project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

E. All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.

F. Where prefabricated deformed wire mats are specified or if the CONTRACTOR requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the ENGINEER.

G. A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the ENGINEER, the size of the surface to be placed adjacent to the forms shall not exceed $2^{1/2}$ inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately the thickness required and the surface to be placed adjacent to the forms shall be a true plane, free of surface imperfections.

H. Reinforcement shall be supported and tied in such a manner that sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.

I. No concrete shall be deposited until the ENGINEER has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc, shall be cleaned from the reinforcement, forms, workers' boots and tools.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The measurement of quantities of reinforcement furnished and placed will be based on the calculated weight of the steel actually placed as indicated, with no allowance made for added bar lengths for splices requested by the CONTRACTOR nor for extra steel used when bars larger than those indicated or with a higher grade of steel are substituted with the permission of the ENGINEER.

B. Tie wires and supporting devices will not be included in the calculated weights.

C. The calculated weight of bar reinforcement will be determined using the theoretical bar weight set forth in this item.

D. Measurement required by a change in design will be computed as described above for the actual steel required to complete the work.

4.02 PAYMENT:

A. The accepted quantities of reinforcing steel will be paid for at the contract unit bid price per pound complete in place.

B. When not listed as a separate contract pay item, reinforcing steel shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work, will be for furnishing, bending, fabricating, welding and placing reinforcement, for all clips, blocks, metal spacers, ties, chairs, wire or other materials used for fastening reinforcement in place and for all tools, labor, equipment and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 03335

ROCK RIPRAP

GENERAL

The Contractor shall trim and dress the embankment slopes and bottom for placement of filter material and riprap at the locations shown on the drawings. The prepared slopes shall conform to the cross section shown within an allowable tolerance of plus of minus 3 inches from the theoretical slope lines and grades. Where such areas are below the allowable minus tolerance limit, they shall be brought to grade by filling with earth similar to the adjacent material and well compacted, or by filling with filter material, and no additional payment will be made for any material thus required.

MATERIAL

Filter material shall consist of Trevira Spunbonds fabric filter 1120 or equal as approved by the Engineer.

Rock for riprap shall be sound, durable, hard, free from laminations, weak cleavages, and undesirable weathering, and of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling and placing. All rock shall be clean and free from earth, clay refuse, and adherent coating. Suitable samples of materials which the Contractor proposes to use in the work shall be taken by the Contractor under the supervision of the Engineer and delivered by and at the expense of the Contractor to the Reisent Construction Engineer's Office at least 30 days in advance of the time when placement of riprap is expected to begin. The Contractor shall not deliver any of the proposed material to the site of the work until approval of the test samples by the Engineer has been received. Suitable tests and service record swill be used to determine the acceptability of the rock protection materials. Tests to which the materials may be subjected include gradation, specific gravity, soundness, and absorption. All tests (except gradation testing) will be made by the Owner at its expense.

Rock shall conform to the following test requirements and shall have the greatest dimension not greater than 3 times the least dimension. The apparent specific gravity of the rock shall be a minimum of 2.40. Weight loss of rock subjected to 5 cycles of the soundness test (ASTM C88) shall not exceed 15% when run on the 1 1/2 inch to 2 1/2 inch fraction rack shall not exceed 3% (ASTM C127).

Approval of the filter material and rock sources shall not be construed as a waiver of the right of the Owner to require the Contractor to furnish filter material and rock which complies with these specifications.

GRADATION

All points on individual grading curves obtained from representative samples of rock shall lie between the boundary limits as defined by smooth curves drawn through the tabulated individual grading curves within these limit shall not exhibit abrupt changes in slope denoting skip grading, scalping of certain sizes, or other irregularities which would be detrimental to the proper functioning of the filter or rock. All material shall be made to the required grading at the source, and individual loads as delivered to the project shall meet the required grading.

Rock shall weigh not less than 150 pounds per cubic foot and shall be reasonable well-graded within the following limits:

Weight by Pieces (pounds)	Percent Smaller by Weight
1,500	100
1,000	80-95
500	60-80
400	40-70
250	20-50
100	5-15
20	0-15

PLACEMENT

Rock for riprap shall be placed in a manner to produce a reasonably well-graded mass with the minimum practicable percentage of voids, and shall be constructed to the lines and grades shown on the drawings. Rock shall be placed to its full course thickness in one operation. Method of placement shall be submitted to the Engineer for approval prior to commencement of placement operations. The Contractor shall maintain the rock protection until accepted, and any material displaced by any cause shall be replaced at his expense to the lines and grades shown on the drawings. Self-propelled equipment shall not be used on the slopes. Handplacing, barring, or placing by crane will be required only to the extent necessary to secure the results specified. Placing rock by dumping into chutes or by similar methods likely to cause segregation will not be permitted. A tolerance of plus 6 inches or minus 6 inches from the indicated slope lines and grades will be allowed in the finished surface.

Thickness of rock rip-rap to be 2 feet.

*** * * END OF SECTION * * ***

SECTION 03336

DRIVEWAY REPAIRS

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class "a" concrete meeting the requirement of the item "concrete for structures" or concrete as specified in the items of "concrete pavement" in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item "reinforcing steel".

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway abut a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

*** * * END OF SECTION * * ***

SECTION 09100

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades, and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the ENGINEER.

B. This item shall also consist of providing, installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for Street and Highways and as indicated or directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONSTRUCTION TRAFFIC CONTROL SIGNS:

A. Construction traffic control signs shall conform to the provisions of Section 9000 except as noted in the plans or as directed by the ENGINEER.

B. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of Table 9000-3.

C. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plane.

2.02 SIGN SUPPORTS:

A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.

B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform to the details shown on the plans.

2.03 PORTABLE SIGN SUPPORT:

A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.04 BARRICADES:

A. Barricades shall be classified as Type I, Type II, or Type III and shall comply with the details shown on the plans and the TMUTCD.

B. Barricade rails shall be fabricated using S4S grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements shown in Table 9000-3.

2.05 VERTICAL PANELS:

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of the TMUTCD and Table 9000-3.

2.06 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall comply with Section 9990 and the details shown in the plans.

2.07 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION:

A. The pavement-marking material shall consist of an adhesive-backed reflective tape which can be applied to the pavement. Markings shall be of goof appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. COLOR

a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.

2. VISIBILITY

a) The pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet unless sight distance is restricted by geometric roadway features.

b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctly visible for a minimum of 160 feet unless sight distance is restricted by geometric features.

c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.08 CHANNELIZATION DEVICES:

A. BARRELS

1. Barrels shall be of metal or nonmetal composition approved by the ENGINEER and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD and Table 9000-3. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady- burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning lights shall be as directed by the ENGINEER.

B. TRAFFIC CONES

1. Traffic cones shall conform to the details shown on the plans.

C. TUBULAR TRAFFIC MARKERS

1. POST

a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Outside Diameter ..... 2.23 inches to 4 inches
Wall Thickness ..... 0.125 inch minimum
Length ..... 18 to 36 inches
Color ..... Orange

2. BASE

a) The base shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Height ..... 1/2 to 2 inches
Outside Diameter ..... 7 to 12 inches
Color ..... black or same color as post

3. ASSEMBLY UNITS

a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. ADHESIVES

a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.

b) Other methods approved by the ENGINEER prior to initiating the work may be used; however, said approval does not abrogate the CONTRACTOR'S responsibility of effecting the temporary or permanent installation.

5. REFLECTORIZATION

a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of Section 9000. The color of reflective material shall be as shown in the plans.

2.09 SEQUENTIAL ARROW DISPLAYS

A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30-inches high an 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.
4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

2.10 MATERIALS FOR CONSTRUCTION DETOURS

A. FLEXIBLE BASE

1. Flexible base shall conform to Section 2601.

B. ASPHALT TREATED BASE

1. Asphalt treated base shall conform to Section 2604.

C. PRIME COAT

1. Prime Coat shall conform to Section 2610.

D. TACK COAT

1. Tack Coat shall conform to Section 2620.

E. SEAL COAT

1. Seal Coat shall conform to Section 2617 or Section 2645.

F. HOT MIX ASPHALTIC CONCRETE PAVEMENT

1. Hot Mix shall be Type D conforming to Section 2612.

G. SEEDING

1. Seeding shall conform to Section 0000.

PART 3 - EXECUTION

3.01 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS:

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the ENGINEER.

3.02 PORTABLE SIGN SUPPORTS:

A. Portable sign supports for traffic control devices for detours shall be furnished by the CONTRACTOR, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the CONTRACTOR.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.03 BARRICADES:

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.04 VERTICAL PANELS:

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.05 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall be installed in conformity with Section 9990 and the details shown on the plans or as directed by the ENGINEER.

3.06 ABBREVIATED PAVEMENT MARKING FOR CONSTRUCTION:

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the ENGINEER.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

Condition	Spacing	Length of Stripe
Straight	40 feet approximately	48 inch
Curve greater than 2 degrees	20 feet maximum	48 inch
Curve less than or equal 2 degrees	40 feet maximum	48 inch

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacing will be in accordance with these specifications.

D. The spacing of stripes may be modified by the ENGINEER. However, the maximum spacing specified above shall not be exceeded in any case.

E. The CONTRACTOR will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.

F. Abbreviated pavement markings shall be removed after all permanent markings have been place.

3.07 CHANNELIZATION DEVICES:

A. TYPE "A" BARRELS

1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. TYPE "B" BARRELS

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. TRAFFIC CONES

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the ENGINEER.

D. TUBULAR TRAFFIC MARKERS

1. The metal, concrete, or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the ENGINEER and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the CONTRACTOR shall repair and otherwise restore said surface to its original condition at no additional cost to the County.
6. All defective post(s), base(s), assembly unit(s), adhesive(s), or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the CONTRACTOR at no additional cost to the COUNTY.

E. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.08 SEQUENTIAL ARROW DISPLAY:

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.09 CONSTRUCTION DETOURS:

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the CONTRACTOR to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS:

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The CONTRACTOR shall be responsible for installing all markers, signs and barricades conforming to The Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the ENGINEER, additional markers, signs or barricades are needed in the interest of safety, the CONTRACTOR will install such as are required or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of various items described in this specification complete in place will be made as follows:

1. Construction traffic control sign assemblies, consisting of the applicable signage mounted on either sign supports or portable sign supports, shall be measured per each or lump sum.
2. Barricades shall be measured by the type per each.
3. Vertical panels shall be measured per each. Supports required for vertical panels will not be measured for payment but will be considered incidental to the completion of the work.
4. Construction traffic markings shall be measured per linear foot.
5. Abbreviated pavement markings for construction shall be measured per linear foot.
6. Channelization devices shall be measured per each for the category and type shown.
7. Sequential arrow display shall be measured per each.
8. Construction detours shall be measured per each or considered incidental to completion of construction.
9. Construction traffic control plan, consisting of any or all of the items described herein, shall be measured lump sum or incidental to completion of construction.

4.02 PAYMENT:

A. The accepted quantities of construction traffic control devices shall be paid at the contract unit bid price per the unit of measurement noted above.

B. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 30040

BIAXIAL GEOGRID REINFORCEMENT SPECIFICATION

DESCRIPTION This item shall consist of furnishing, delivering and installing geogrid reinforcement.

MATERIALS The material shall be punched and drawn with a single layer grid structure formed by a regular network of integrally connected polymeric tensile elements with aperture designed to interlock with the surrounding fill material. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction; including ultraviolet degradation and it shall have long term resistance to chemical and biological degradation caused by the material being reinforced.

The geogrid shall also conform to the properties specified below.

STRUCTURAL GEOGRID PROPERTIES

		Values	
Index Properties	**Test Method**	**MD**	**XMD**
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% Strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% Strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft

Structural Integrity	**Test Method**	**Values**
Junction Efficiency	ASTM D7737 / GRI-GG2	93%
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm
Aperture Stability	GRI-GG9	0.65 m-N/deg

Durability	**Test Method**	**Values**
Minimum Resistance to Installation Damage	ASTM D5818 (Sample) ASTM D6637 (Load Cap.)	95%SC / 93%SW / 90%GP
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%
Resistance to UV Degradation	ASTM D4355 / D6637	100%

Alternate geogrid material will be considered. Such material must be pre-approved in writing by the Engineer prior to bid date. Alternate material packages must be submitted to the Engineer, a minimum of 15 calendar days prior to bid date. Submittal packages must include, as a minimum, the following:

A. Full scale laboratory testing and in ground testing of pavement structures reinforced with the specific geogrid which quantifies the structural contribution of the geogrid to the pavement structure. The increase in structural layer coefficient of the base course must meet or exceed that of the design geogrid.

B. Independent certified test results stating that the alternate geogrid has resistance to in-plane rotational movement measured by applying a 20 cm-kg (2 m-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter.

C. A list of 5 comparable projects, in terms of size and applications, in the United States, where the results of the specific alternate geogrid's use can be verified after a minimal of 1 year service.

D. A sample of the geogrid and certified specification sheets.

CONSTRUCTION METHODS Subgrade shall be prepared as indicated on the plans or as directed by the Engineer. The geogrid shall be installed in accordance with the lines and grades shown on the plans. The geogrid shall be oriented such that the roll lengths run parallel to the road direction. Geogrid sections shall be overlapped a minimum of one foot unless otherwise indicated on the plans or as directed by the Engineer. Care shall be taken to ensure the geogrid sections do not separate during construction; adjacent rolls shall be tied together every 30 feet using suitable plastic ties. Placement of geogrid around corners may require cutting and diagonal lapping. The geogrid shall be pinned, or held in place by other means, at the beginning of the backfill section but will be left free elsewhere to relieve wrinkles or folds in material during placement.

Fill material shall be placed in lift thicknesses and compacted as shown on the plans. Tracked construction equipment shall operate on the grid only with a minimum fill cover of four inches. Rubber tired equipment may operate directly on the grid at speeds less than 5 miles per hour if the underlying material is capable of supporting the loads. Sections of geogrid which are damaged by construction activity shall be repaired at the Contractor's expense.

MEASUREMENT This item will be measured by the square yard of surface area as shown on the plans. No measurement will be made for lapping of material.

PAYMENT The work performed and materials furnished, as prescribed by this item, measured as provided under "Measurement", will be paid for at the unit price bid for "Biaxial Geogrid Reinforcement", which shall be full compensation for furnishing all labor, materials, freight, tools, equipment and incidentals, and for doing all the work involved in placement of the geogrid, complete in place.

- *** * END OF SECTION * * ***

SECTION ITEM 164

SEEDING FOR EROSION CONTROL

164.1. Description. This Item shall govern for preparing ground, providing for sowing of seeds, mulching with straw, hay, or cellulose fiber and other management practices on areas shown on the plans and in accordance with this Item.

It includes seeding for permanent erosion control and seeding for temporary erosion control during the initial winter season.

164.2. Materials.

(1) Seed. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS = purity x germination), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer. Buffalograss shall be treated with a dormancy method approved by the Engineer. The species and varieties of seed shall be from among the types specified in Tables 1A and 1B.

Table 1A. List of Selected Grass Species with Their Scientific and Common Names

Scientific Name	Common Name (Acceptable Varieties)	Season Warm/Cool	Native/ Introduced
Agropyron smithii	Western Wheatgrass	C	N
Andropogon hallii	Sand Bluestem	W	N
Avena sativa	Oats	C	I
Bothriochloa ischaemum	K-R Bluestem	W	I
Bouteloua curtipendula	Sideoats Grama (see seed mix table for appropriate varieties)	W	N
Bouteloua eriopoda	Black Grama	W	N
Bouteloua gracilis	Blue Grama (see seed mix table for appropriate varieties)	W	N
Buchloe dactyloides	Buffalograss	W	N
Cenchrus ciliaris	Buffelgrass	W	I
Chloris guyana	Rhodesgrass	W	I
Cynodon dactylon	Bermudagrass	W	I
Eragrostis trichodes	Sand Lovegrass (see seed mix table for appropriate varieties)	W	N

Festuca arundinaceae	Tall Fescue	C	N
Hordeum vulgare	Barley	C	I
Leptochloa dubia	Green Sprangletop	W	N
Panicum virgatum	Switchgrass (see seed mix table for appropriate varieties)	W	N
Paspalum notatum	Bahiagrass (Pensacola variety)	W	I
Schizachyrium scoparium	Little Bluestem (Texas origin only)	W	N
Setaria italica	Foxtail Millet	W	I
Setaria macrostachya	Plains Bristlegrass	W	N
Sorghastrum avenaceum	Indiangrass (see seed mix table for appropriate varieties)	W	N
Sporobolus cryptandrus	Sand Dropseed	W	N
Triticum aestivum	Wheat (Red, Winter)	C	I

Table 1B. List of Selected Legumes Species with Their Scientific and Common Names

Scientific Name	Common Name	Season Warm/Cool	Native/ Introduced
Trifolium incarnatum	Crimson Clover	C	I
Melilotus officinalis	Yellow Sweetclover	C	I
Vicia villosa	Hairy Vetch	C	I

(2) Fertilizer. Fertilizer shall conform to the requirements of Item 166, "Fertilizer". The fertilizer used shall have the analysis as shown on the plans.

(3) Water. Water shall conform to the requirements of Item 168, "Vegetative Watering".

(4) Mulch.

(a) Straw Mulch or Hay Mulch. Straw mulch shall be oat, wheat or rice straw. Hay mulch shall be prairie grass, bermudagrass or other hay as approved by the Engineer. The straw mulch or hay mulch shall be free
of Johnson grass or other noxious weeds and foreign materials. It shall be kept in a dry condition and shall not be molded or rotted.

(b) Cellulose Fiber Mulch. It shall meet the requirements of and be approved by the Director of Maintenance and Operations. A list of pretested and approved materials will be maintained and can be obtained by writing the Director of Maintenance and Operations, 125 East 11th Street, Austin, Texas 78701-2483.

The mulch shall be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch shall be such that, when applied, the material shall form a strong, moisture-retaining mat without the need of an asphalt binder. It shall be kept in a dry condition until applied and shall not be molded or rotted.

(5) Soil Retention Blanket. Soil retention blanket shall meet the requirements of Item 169, "Soil Retention Blanket".

(6) Tacking Agents. Tacking agents for straw or hay mulch shall be SS-1, unless otherwise shown on the plans. A biodegradable tacking agent may be used in lieu of the SS-1 tacking agent when approved by the Engineer. Asphaltic material shall conform to the requirements of Item 300, "Asphalt, Oils and Emulsions".

164.3. Construction Methods. After designated areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding shall be performed in accordance with the requirements hereinafter described. Unless otherwise approved by the Engineer, all areas to be seeded shall be cultivated to a depth of at least four (4) inches, except where seeding is to be done using a seed drill suitable for seeding into untilled soil. The seedbeds shall be cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deeply for optimum germination. Cultivation of the seedbed will not be required in loose sand where depth of sand is four (4) inches or more.

The cross section previously established shall be maintained throughout the process of cultivation. Any necessary reshaping shall be done prior to any planting of seed.

(1) Planting Season and Seed Mixes. All planting shall be done between the dates specified for each highway district except as specifically authorized in writing by the Engineer.

The pure live seed planted per acre shall be of the type specified in Table 2 for rural areas (warm season), Table 3 for urban areas (warm season), Tables 4A and 4B for temporary erosion control (cool season) and Table 5 for temporary erosion control (warm season), with the mixture, rates and planting dates except as shown on the plans.

Table 2.
Rural Area Species-Specific Warm-Season
Seeding Mixtures in Pounds of Pure
Live Seed Per Acre, by District.

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**	**Mixture for Use in Sand or Sandy Soils**
1 (Eastern Sections) (Paris)	(Western Sections)	(All Sections)
Feb 1 - May 15	Green Sprangletop 0.9 Bermudagrass 1.2 Little Bluestem 1.7 Indiangrass (Lometa) 2.3 Switchgrass (Alamo or Blackwell) 1.4	Green Sprangletop 0.7 Bermudagrass 0.9 Little Bluestem 1.4 Indiangrass (Lometa) 1.8	Green Sprangletop 1.1 Bermudagrass 1.5 Bahiagrass (Pensacola) 6.7
2 (Eastern Sections) (Ft. Worth)	(Western Sections)	(All Sections)
Feb 1 -	Green Sprangletop 0.6	Green Sprangletop 0.6	Green Sprangletop 0.7

May 1	Sideoats Grama (El Reno)	1.8	Sideoats Grama (Haskell or El Reno)	1.8	Sideoats Grama (Haskell)	2.2
	Bermudagrass	0.8	Little Bluestem	1.1	Bermudagrass	0.9
	Little Bluestem	1.1	Indiangrass	1.5	Little Bluestem	1.4
	K-R Bluestem	0.7	(Lometa or Cheyenne)		Sand Dropseed	0.2
	Switchgrass	1.2	K-R Bluestem	0.7		

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
(Alamo or Blackwell)	Switchgrass (Alamo or Blackwell)	1.2		
3(Eastern Sections) (Wichita Falls)	(Western Sections, i.e., Clay Co. West)		(All Sections)	
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.7	Green Sprangletop	0.6
May 1	Sideoats Grama (El Reno)	2.2	Sideoats Grama (El Reno)	2.2	Sideoats Grama (El Reno)	1.8
**						
***	Bermudagrass	0.9	Blue Grama (Lovington)	0.6	Bermudagrass	0.8
	Buffalograss	6.4			Little Bluestem	1.1
	Western Wheatgr.	2.8	Buffalograss	6.4	Sand Dropseed	0.2
			Western Wheatgr.	2.8	Sand Bluestem	0.2
4 (All Sections) (Amarillo)			(All Sections)			
Feb 15 -	Green Sprangletop	0.9			Green Sprangletop	0.7
May 15	Sideoats Grama (El Reno)	2.8			Sideoats Grama (El Reno)	2.2
***						
	Blue Grama (Lovington)	0.8			Blue Grama (Lovington)	0.6
	Buffalograss	8.0			Sand Dropseed	0.2
					Sand Bluestem	0.2
5 (E. of IH 27) (Lubbock)	(W. of IH 27)		(All Sections)			
Feb 15 -	Green Sprangletop	0.9	Green Sprangletop	0.9	Green Sprangletop	0.7
May 15	Sideoats Grama (El Reno)	2.8	Sideoats Grama (Coronado)	2.8	Sideoats Grama (Coronado)	2.2
***						
	Blue Grama (Lovington)	0.8	Blue Grama (Lovington)	0.8	Blue Grama (Lovington)	0.6
	Buffalograss	8.0	Buffalograss	8.0	Sand Dropseed	0.2
			Sand Bluestem	0.2		
6 (N. of Pecos River) (Odessa)	(S. of Pecos River)		(All Sections)			
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.9	Green Sprangletop	0.6
May 15	Sideoats Grama (Premier or Uvalde)	2.2	Sideoats Grama (Premier or Tucson)	2.8	Black Grama	0.3
					Blue Grama	0.5

District and Planting Dates *		**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soil**	
Black Grama	0.4	Black Grama	0.5	(Hachita)	
Blue Grama (Hachita)	0.6	Blue Grama	0.8	Little Bluestem	1.1
		Sand Dropseed	0.2		
Little Bluestem	1.4	Sand Bluestem	0.2		

7 (San Angelo)	(All Sections)				(All Sections)		
Feb 1 - May 1	Green Sprangletop	0.7			Green Sprangletop	0.7	
	Sideoats Grama (Haskell)	2.2			Sideoats Grama (Haskell)	2.2	
	Buffalograss	6.4			Little Bluestem	1.4	
	Little Bluestem	1.4			K-R Bluestem	0.8	
	K-R Bluestem	0.8			Sand Dropseed	0.2	
8 (Abilene)	(N., W., E. of and including Fisher Co.)		(S. of Fisher Co.)		(All Sections)		
Feb 1 - May 15 ***	Green Sprangletop	0.9	Green Sprangletop	0.9	Green Sprangletop	0.7	
	Sideoats Grama (Haskell)	2.8	Sideoats Grama (Haskell)	2.8	Sideoats Grama (Haskell)	2.2	
	Buffalograss	8.0	Buffalograss	8.0	K-R Bluestem	0.8	
	Blue Grama (Hachita)	0.8	Little Bluestem	1.7	Sand Dropseed	0.2	
			Sand Bluestem	0.2			
9 (Waco)	(E. of IH 35)		(W. of IH 35)		(All Sections)		
Feb 1 - May 15	Green Sprangletop	0.6	Green Sprangletop	0.6	Green Sprangletop	0.9	
	Bermudagrass	0.8	Sideoats Grama (Haskell or Premier)	1.8	Bermudagrass	1.2	
	Little Bluestem	1.1			K-R Bluestem	1.0	
	Indiangrass (Lometa)	1.5	Buffalograss	5.3	Sand Dropseed	0.3	
	Little Bluestem	1.1					
	K-R Bluestem	0.7	K-R Bluestem	0.7			
	Switchgrass (Alamo)	1.2	Switchgrass (Alamo)	1.2			

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
10 (Tyler)	(All Sections)		(All Sections)	
Feb 1 - May 15	Green Sprangletop	0.7	Green Sprangletop	1.7
	Bermudagrass	0.9	Bermudagrass	2.3
	Little Bluestem	1.4		
	Indiangrass (Lometa)	1.8		
	Switchgrass (Alamo)	1.4		
11 (Lufkin)	(All Sections)		(All Sections)	
Feb 15 - May 15	Green Sprangletop	0.7	Green Sprangletop	1.7
	Bermudagrass	0.9	Bermudagrass	2.3
	Little Bluestem	1.4		
	Indiangrass (Lometa)	1.8		
	Switchgrass (Alamo)	1.4		
12 (Houston)	(All Sections)		(All Sections)	
Jan 15 - May 15	Green Sprangletop	0.6	Green Sprangletop	0.9
	Bermudagrass	0.8	Bermudagrass	1.2
	Little Bluestem	1.1	Bahiagrass	5.0

	Indiangrass	1.5		(Pensacola)			
	(Lometa)			K-R Bluestem	1.0		
	K-R Bluestem	0.7					
	Switchgrass	1.2					
	(Alamo)						
13 (Wharton and (Yoakum) Matagorda Cos.)			(All Other Sections)			(All Sections)	
Jan 15 - May 15	Green Sprangletop	0.9	Green Sprangletop	0.6		Green Sprangletop	0.7
	Bermudagrass	1.2	Bermudagrass	0.8		Bermudagrass	0.9
	Little Bluestem	1.7	Little Bluestem	1.1		Bahiagrass	4.0
	K-R Bluestem	1.0	Indiangrass	1.5		(Pensacola)	
	(Lometa)		Little Bluestem	1.4			

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
	K-R Bluestem	0.7	K-R Bluestem	0.8
	Switchgrass	1.2		
	(Alamo)			

14 (Austin)	(E. of IH 35)		(W. of IH 35)			(All Sections)	
Feb 1 - May 15	Green Sprangletop	0.6	Green Sprangletop	0.6		Green Sprangletop	0.9
	Bermudagrass	0.8	Little Bluestem	1.1		Bermudagrass	1.2
	Little Bluestem	1.1	Indiangrass	1.5		Sand Lovegrass	0.8
	Indiangrass	1.5	(Lometa)			K-R Bluestem	1.0
	(Lometa)		Buffalograss	5.3			
	Buffalograss	5.3	Sideoats Grama	1.8			
	Sideoats Grama	1.8	(Haskell or Uvalde)				
	(Haskell or Uvalde)		Switchgrass	1.2			
			(Alamo)				
15 (San Antonio)	(Uvalde, Frio, and Atascosa Cos., N.E.)		(Zavala, LaSalle, and McMullen Cos., S.W.)			(All Sections)	
Feb 1 - May 1	Green Sprangletop	0.6	Green Sprangletop	0.6		Green Sprangletop	0.9
	Sideoats Grama	1.8	Sideoats Grama	1.8		Bermudagrass	1.2
	(Haskell or Uvalde)		(Haskell or Uvalde)			Buffelgrass	2.0
	Little Bluestem	1.1	Buffalograss	5.3		K-R Bluestem	1.0
	Bermudagrass	0.8	Plains Bristlegr.	1.0			
	Buffalograss	5.3	K-R Bluestem	0.7			
	K-R Bluestem	0.7	Bermudagrass	0.8			
16 (Corpus Christi)	(E. of U.S. 77)		(W. of U.S. 77)			(All Sections)	
Jan 15 - May 1	Green Sprangletop	0.7	Green Sprangletop	0.7		Green Sprangletop	0.9
	Bermudagrass	0.9	Rhodesgrass	0.4		Bermudagrass	1.2
	Sideoats Grama	2.2	Plains Bristlegr.	1.2		Buffelgrass	2.0
	(Haskell or Uvalde)		Buffalograss	6.4		K-R Bluestem	1.0
	Little Bluestem	1.4	K-R Bluestem	0.8			
	K-R Bluestem	0.8					

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	

17 (All Sections) (Bryan)			(All Sections)				
Feb 1 - May 15	Green Sprangletop	0.6		Green Sprangletop	1.1		
	Bermudagrass	0.8		Bermudagrass	1.5		
	Little Bluestem	1.1		Bahiagrass	6.7		
	Indiangrass (Lometa)	1.5		(Pensacola)			
	K-R Bluestem	0.7					
	Switchgrass (Alamo)	1.2					
18 (Dallas)	(E. of U.S. 75)		(W. of U.S. 75)		(All Sections)		
Feb 1 - May 1	Green Sprangletop	0.6	Green Sprangletop	0.7	Green Sprangletop	1.1	
	Bermudagrass	0.8	Bermudagrass	0.9	Bermudagrass	1.5	
	Little Bluestem	1.1	Sideoats Grama	2.2	Sand Dropseed	0.4	
	Indiangrass (Lometa or Cheyenne)	1.5	(El Reno)				
	Buffalograss	5.3	Little Bluestem	1.4			
	Switchgrass (Alamo or Blackwell)	1.2	Indiangrass (Lometa or Cheyenne)	1.8			
19 (Atlanta)	(All Sections)		(All Sections)				
Feb 1 - May 15	Green Sprangletop	0.6		Green Sprangletop	1.1		
	Bermudagrass	0.8		Bermudagrass	1.5		
	Little Bluestem	1.1		Bahiagrass	6.7		
	Indiangrass (Lometa or Cheyenne)	1.5		(Pensacola)			
	Switchgrass (Alamo)	1.2					
	Bahiagrass (Pensacola)	3.3					
20 (Beaumont)	(All Sections)		(All Sections)				
Jan 15 - May 15	Green Sprangletop	0.7		Green Sprangletop	1.1		
	Bermudagrass	0.9		Bermudagrass	1.5		
District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**			**Mixture for Use in Sand or Sandy Soils**			
	Little Bluestem	1.4		Bahiagrass	6.7		
	Indiangrass (Lometa)	1.8		(Pensacola)			
	Switchgrass (Alamo)	1.4					
21 (Pharr)	(All Sections)		(All Sections)				
Jan 15 - May 1	Green Sprangletop	0.7		Green Sprangletop	0.7		
	Rhodesgrass	0.4		Bermudagrass	0.9		
	Plains Bristlegr.	1.2		Rhodesgrass	0.4		
	Buffalograss	6.4		Buffelgrass	1.2		
	K-R Bluestem	0.8		Sand Dropseed	0.2		
23 (Brownwood)	(All Sections)		(All Sections)				

Feb 1 -	Green Sprangletop	0.7		Green Sprangletop	0.6
May 15	Little Bluestem	1.4		Little Bluestem	1.1
	Sideoats Grama	2.2		Sideoats Grama	1.8
	(Haskell)			(Haskell)	
	Buffalograss	6.4		Bermudagrass	0.8
	K-R Bluestem	0.8		Sand Lovegrass	0.5
				Sand Dropseed	0.2
24	(All Sections)			(All Sections)	
(El Paso)					
Feb 1 -	Green Sprangletop	0.7		Green Sprangletop	0.9
May 1	Black Grama	0.4		Black Grama	0.5
****	Blue Grama	0.6		Blue Grama	0.8
	(Hachita)			(Hachita)	
	Sideoats Grama	2.2		Sand Dropseed	0.3
	(Tucson)				
	Sand Dropseed	0.2			
25	(All Sections)			(All Sections)	
(Childress)					
Feb 1 -	Green Sprangletop	0.7		Green Sprangletop	0.7
May 15	Sideoats Grama	2.2		Sideoats Grama	2.2
**	(El Reno)			(El Reno)	

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
	Blue Grama	0.6	Blue Grama	0.6
	(Lovington)		(Lovington)	
	Buffalograss	6.4	Little Bluestem	1.4
	Western Wheatgr.	2.8	Sand Dropseed	0.2

* Planting dates are optima.
** In the seed mix, Western Wheatgrass must be sown between September 1 and February 28.
*** In the seed mix, use Woodward variety of Sand Bluestem in the Rolling Plains (including the Canadian River Valley), and Elida variety of Sand Bluestem in the High Plains.
**** In the seed mix, substitute Premier variety of Sideoats Grama in E. Brewster Co.

Table 3.
Urban Area Species-Specific Warm-Season Seeding Mixtures in Pounds of Pure Live Seed Per Acre, by District.

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
1	(All Sections)		(All Sections)	
(Paris)				
Feb 1 -	Green Sprangletop	1.7	Green Sprangletop	1.7
May 15	Bermudagrass	2.3	Bermudagrass	2.3
2	(Eastern Sections)		(Western Sections)	(All Sections)
(Ft. Worth)				
Feb 1 -	Green Sprangletop	0.9	Green Sprangletop 1.1	Green Sprangletop 1.1

May 1	K-R Bluestem	1.0	K-R Bluestem	1.3	K-R Bluestem	1.3	
	Bermudagrass	1.2	Buffalograss	10.7	Bermudagrass	1.5	
	Buffalograss	8.0					

3 (Eastern Sections)			(Western Sections)		(All Sections)		
(Wichita							
Falls)	Green Sprangletop	1.1	Green Sprangletop	0.9	Green Sprangletop	1.1	
Feb 1 -	Bermudagrass	1.5	Sideoats Grama	2.8	Bermudagrass	1.5	
May 1	Buffalograss	10.7	(El Reno)		Sand Dropseed	0.4	

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
**	Western Wheatgr.	3.5		
	Buffalograss	8.0		

4 (All Sections)			(All Sections)				
(Amarillo)							
Feb 15 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 15	Sideoats Grama	2.8			Sideoats Grama	2.8	
	(El Reno)						
	Blue Grama	0.8			Blue Grama	0.8	
	(Lovington)						
	Buffalograss	8.0			Sand Dropseed	0.3	

5 (All Sections)			(All Sections)				
(Lubbock)							
Feb 15 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 15	Sideoats Grama	2.8			Sideoats Grama	2.8	
	(El Reno)						
	Blue Grama	0.8			Blue Grama	0.8	
	(Lovington)						
	Buffalograss	8.0			Sand Dropseed	0.3	

6 (All Sections)			(All Sections)				
(Odessa)							
Feb 1 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 15	Black Grama	0.5			Black Grama	0.5	
***	Blue Grama	0.8			Blue Grama	0.8	
	(Hachita)				(Hachita)		
	Sideoats Grama	2.8			Sand Dropseed	0.3	

7 (All Sections)			(All Sections)				
(San Angelo)							
Feb 1 -	Green Sprangletop	0.9			Green Sprangletop	0.9	
May 1	Buffalograss	8.0			K-R Bluestem	1.0	
	K-R Bluestem	1.0			Sand Dropseed	0.3	
	Sideoats Grama	2.8			Sideoats Grama	2.8	
	(Haskell)				(Haskell)		

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
8 (All Sections)			(All Sections)	
(Abilene)				
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.9
May 15	Buffalograss	6.4	Sand Dropseed	0.3

	Sideoats Grama 2.2 (Haskell) K-R Bluestem 0.8 Blue Grama 0.6 (Hachita)		Sideoats Grama 2.8 (Haskell) K-R Bluestem 1.0
9 (Waco)	(E. of IH 35)	(W. of IH 35)	(All Sections)
Feb 1 - May 15	Green Sprangletop 0.9 Bermudagrass 1.2 K-R Bluestem 1.0 Buffalograss 8.0	Green Sprangletop 0.9 Sideoats Grama 2.8 (Premier or Haskell) K-R Bluestem 1.0 Buffalograss 8.0	Green Sprangletop 0.7 Bermudagrass 0.9 Sideoats Grama 2.2 (Premier or Haskell) K-R Bluestem 0.8 Sand Dropseed 0.2
10 (Tyler)	(All Sections)		(All Sections)
Feb 1 - May 15	Green Sprangletop 1.7 Bermudagrass 2.3		Green Sprangletop 1.7 Bermudagrass 2.3
11 (Lufkin)	(All Sections)		(All Sections)
Feb 1 - May 15	Green Sprangletop 1.7 Bermudagrass 2.3		Green Sprangletop 1.7 Bermudagrass 2.3
12 (Houston)	(All Sections)		(All Sections)
Jan 15 - May 15	Green Sprangletop 1.1 Bermudagrass 1.5 K-R Bluestem 1.3		Green Sprangletop 1.1 Bermudagrass 1.5 K-R Bluestem 1.3
13 (Yoakum)	(All Sections)		(All Sections)
Jan 15 - May 15	Green Sprangletop 1.1 Bermudagrass 1.5		Green Sprangletop 1.1 Bermudagrass 1.5
District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**
	K-R Bluestem 1.3		K-R Bluestem 1.3
14 (Austin)	(E. of IH 35)	(W. of IH 35)	(All Sections)
Feb 1 - May 15	Green Sprangletop 0.9 Bermudagrass 1.2 Buffalograss 8.0 Sideoats Grama 2.8 (Haskell)	Green Sprangletop 0.9 Buffalograss 8.0 K-R Bluestem 1.0 Sideoats Grama 2.8 (Haskell or Uvalde)	Green Sprangletop 0.9 K-R Bluestem 1.0 Bermudagrass 1.2 Sand Lovegrass 0.8
15 (San Antonio)	(E. of U.S. 281)	(W. of U.S. 281)	(All Sections)
Feb 1 - May 1	Green Sprangletop 1.1 Buffalograss 10.7 Bermudagrass 1.5	Green Sprangletop 0.9 Sideoats Grama 2.8 (Haskell or Uvalde) Buffalograss 8.0 (Haskell or Uvalde) Bermudagrass 1.2	Green Sprangletop 1.1 Bermudagrass 1.5 Sideoats Grama 3.7

16 (Corpus Christi)	(E. of U.S. 77)			(W. of U.S. 77)			(All Sections)	
Jan 15 - May 1	Green Sprangletop	1.1		Green Sprangletop	0.9		Green Sprangletop	0.9
	Bermudagrass	1.5		K-R Bluestem	1.0		Bermudagrass	1.2
	K-R Bluestem	1.3		Buffalograss	8.0		K-R Bluestem	1.0
				Bermudagrass	1.2		Sand Dropseed	0.3

17 (Bryan)	(All Sections)		(All Sections)	
Feb 1 - May 15	Green Sprangletop	1.1	Green Sprangletop	1.1
	Bermudagrass	1.5	Bermudagrass	1.5
	K-R Bluestem	1.3	K-R Bluestem	1.3

18 (Dallas)	(All Sections)		(All Sections)	
Feb 1 -	Green Sprangletop	1.1	Green Sprangletop	1.1

District and Planting Dates *	**Mixture for Use in Clay or Tight Soils**		**Mixture for Use in Sand or Sandy Soils**	
May 1	Bermudagrass	1.5	Bermudagrass	1.5
	Buffalograss	10.7	Sand Dropseed	0.4

19 (Atlanta)	(All Sections)		(All Sections)	
Feb 1 -	Green Sprangletop	1.7	Green Sprangletop	1.7
May 15	Bermudagrass	2.3	Bermudagrass	2.3

20 (Beaumont)	(All Sections)		(All Sections)	
Jan 15 -	Green Sprangletop	1.5	Green Sprangletop	1.5
May 15	Bermudagrass	1.2	Bermudagrass	1.2

21 (Pharr)	(E. of U.S. 281)			(W. of U.S. 281)			(All Sections)	
Jan 15 -	Green Sprangletop	0.9		Green Sprangletop	0.9		Green Sprangletop	0.9
May 1	Bermudagrass	1.2		Sideoats Grama (Premier or Uvalde)	2.8		Bermudagrass	1.2
	K-R Bluestem	1.0		K-R Bluestem	1.0		K-R Bluestem	1.0
	Buffalograss	8.0		K-R Bluestem	1.0		Sand Dropseed	0.3
				Buffalograss	8.0			

23 (Brownwood)	(All Sections)		(All Sections)	
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.7
May 15	Buffalograss	6.4	K-R Bluestem	0.8
	K-R Bluestem	0.8	Bermudagrass	0.9
	Sideoats Grama (Haskell)	2.2	Sideoats Grama (Haskell)	2.2
	Bermudagrass	0.9	Sand Dropseed	0.2

24 (El Paso)	(All Sections)		(All Sections)	
Feb 1 -	Green Sprangletop	0.7	Green Sprangletop	0.9
May 1	Black Grama	0.4	Black Grama	0.5
****	Blue Grama	0.6	Blue Grama	0.8
	Sideoats Grama (Tucson)	2.2	Sand Dropseed	0.3

Sand Dropseed 0.2

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
25 (All Sections) (Childress)	(All Sections)	
Feb 1 - May 15	Green Sprangletop 0.7 Sideoats Grama 2.2	Green Sprangletop 0.7 Sideoats Grama 2.2
**	(El Reno) Blue Grama 0.6 (Lovington) Western Wheatgr. 2.8 Buffalograss 6.4	(El Reno) Blue Grama 0.6 (Lovington) Western Wheatgr. 2.8 Sand Dropseed 0.2

* Planting dates are optima.
** In the seed mix, Western Wheatgrass must be sown between September 1 and February 28.
*** North of Pecos River use either Premier or Uvalde varieties of Sideoats Grama in the seed mix. South of the Pecos River use either Premier or Tucson varieties in the seed mix.
**** In the seed mix, substitute Premier variety of Sideoats Grama in E. Brewster County.

(2) Broadcast Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after components are placed in the equipment. After planting, the planted area shall be rolled with a light corrugated drum roller or another type of roller approved by the Engineer. All rolling of the sloped areas shall be along the contour of the slopes.

(3) Straw or Hay Mulch Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed, as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment.

Immediately upon completion of planting of the seed, straw or hay mulch shall be spread uniformly over the seeded area at the rate of approximately 1.5 to 2.0 tons of hay mulch or 2.0 to 2.5 tons of straw mulch per acre. When a mulching machine is used it must be approved by the Engineer and may be equipped to inject a tacking agent into the straw or hay mulch uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. When the tacking agent is placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

(4) Cellulose Fiber Mulch Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used all varieties of seed, as well as fertilizer, may be distributed simultaneously, provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be

distributed as a water slurry, the mixture shall be applied to that area to be seeded within 30 minutes after all components are placed in the equipment.

Immediately upon completion of planting of the seed, cellulose fiber mulch shall be spread uniformly over the seeded area at the following rates:

Sandy soils with 3:1 slope or less - min. 2000 lbs./acre
Sandy soils with greater than 3:1 slope - min. 2300 lbs./acre
Clay soils with 3:1 slope or less - min. 2500 lbs./acre
Clay soils with greater than 3:1 slope - min. 3000 lbs./acre

Cellulose fiber mulch rates are based on dry weight of mulch per acre. When used, a mulching machine, approved by the Engineer, shall be equipped to eject the thoroughly wet mulch material at a uniform rate to provide the mulch coverage specified.

(5) Drill Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. All varieties of seed, as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. Seed shall be drilled at a depth of from 1/4 inch to 3/8 inch utilizing a pasture or rangeland type drill. All drilling shall be along the contour of the slope. After planting, the area shall be rolled with a roller integral to the seed drill, or a light corrugated drum roller or with another type of roller approved by the Engineer. All rolling of sloped areas shall be on the contour of the slopes.

(6) Straw or Hay Mulching. Mulch shall be spread uniformly over the area indicated on plans or as designated by the Engineer at the rate of approximately 1.5 to 2.0 tons of hay mulch or 2.0 to 2.5 tons of straw mulch per acre. When used, a mulching machine approved by the Engineer shall be equipped to inject a tacking agent into the straw or hay mulch uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. If the straw or hay mulch and tacking agent are placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

(7) Soil Retention Blanket. If specified on the plans, a soil retention blanket shall be applied in accordance with Item 169, "Soil Retention Blanket".

(8) Watering. Watering of the seeded area shall be conducted when, in the judgement of the Engineer, sufficient seedling survival is threatened by insufficient natural precipitation and shall be in accordance with Item 168, "Vegetative Watering".

(9) Fertilizer. Fertilizer, when required, shall be applied in accordance with Item 166, "Fertilizer".

164.4. Seeding for Cool Season Temporary Erosion Control.

(1) Standard Seeding. When specified on the plans or directed by the Engineer, temporary erosion control measures shall be performed. These measures shall consist of the sowing of seed mixtures appropriate for the season and the work and materials as required in Article 164.3. These measures shall be performed over the areas shown on the plans or where directed by the Engineer. Temporary erosion control measures shall be performed in addition to other "Seeding for Erosion Control" as herein specified. The pure live seed, of the cool season plants, planted per acre shall be of the type specified, with the mixture, rate and planting dates as follows in Tables 4A and 4B, except as shown on the plans.

Table 4A. Cool Season Grass Seeding Mixtures for Temporary Erosion Control, in Pounds of Pure Live Seed per Acre, by District.

Districts & Optimum Planting Dates	Common Name	Rate
1, 2, 3, 4, 5, 8, 18, 23, 25 August 15 - November 30	Tall Fescue Western Wheatgrass Wheat (Red, Winter)	4.0 5.0 30.0
6, 7, 24 August 15 - November 30	Western Wheatgrass Wheat (Red, Winter)	7.5 45.0
9, 10, 11, 14, 15, 17, 19 September 1 - November 30	Tall Fescue Oats Wheat (Red, Winter)	4.0 21.0 * 30.0
12, 13, 16, 20, 21 September 1 - November 30	Oats	64.0 *

* May substitute Barley at 72.0 lb./acre divided by the number of species in the mix.

(2) Legume Seeding. When specified on the plans or directed by the Engineer, the following regionally adapted legumes shall be planted.

Table 4B. Cool Season Legume Seeding for Temporary Erosion Control, in Pounds of Pure Live Seed per Acre, by District.

Districts & Optimum Planting Dates	Common Name	Rate
1, 2, 3, 9, 10, 11, 12, 17, 18, 19, 20	Crimson Clover	7.0
Districts & Optimum Planting Dates	**Common Name**	**Rate**
August 15 - November 30		
13, 14, 15, 16, 21 September 1 - November 30	Hairy Vetch	8.0
4, 5, 6, 7, 8, 23, 24, 25 August 15 - November 30	Yellow Sweetclover	4.0

164.5. Seeding for Warm Season Temporary Erosion Control.

(1) Standard Seeding. When specified on the plans or directed by the Engineer, temporary erosion control measures shall be performed. This measure shall consist of the sowing of seed appropriate for the season and the work and materials as required in Article 164.3. These measures shall be performed over the areas shown on the plans or where directed by the Engineer. Temporary erosion control measures shall be performed in addition to other "Seeding for Erosion Control" as herein specified. The pure live seed planted per acre shall be of the type specified, rate and seed planting date as follows in Table 5 except as shown on the plans.

Table 5.
Warm Season Seeding for Temporary Erosion Control,
in Pounds of Pure Live Seed per Acre, by District.

Districts & Optimum Planting Dates	Common Name	Rate
2, 3, 7, 15, 16 18, 21, 24 May 1 - August 31	Foxtail Millet	30.0
1, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 17, 19, 20, 23, 25 May 15 – August 31	Foxtail Millet	30.0

164.6. Measurement. "Straw or Hay Mulch" will be measured by the square yard or by the acre, complete and in place. All "Seeding", of the type specified, will be measured by the square yard or by the acre, complete and in place.

164.7. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding", "Straw or Hay Mulch Seeding", "Cellulose Fiber Mulch Seeding", "Drill Seeding", "Straw or Hay Mulching", "Standard Seeding for Cool Season Temporary Erosion Control", "Legume Seeding for Temporary Erosion Control" or "Standard Seeding for Warm Season Temporary Erosion Control", of the common names specified. This price will be full compensation for furnishing all materials, including water for seed-fertilizer slurry and hydraulic mulching, tacking agents if required, and for performing all operations necessary to complete the work.

Unless otherwise shown on the plans, fertilizer will not be paid for directly, but will be considered subsidiary work pertaining to this Item.

"Soil Retention Blanket" will be paid for under Item 169, "Soil Retention Blanket".

Water for irrigating the cultivated area or seedbed, when required, will be paid for under Item 168, "Vegetative Watering".

*** * END OF SECTION * ***

SECTION ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense. Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or

near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(f) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is

placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(g) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(h) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall

also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

400.4

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesion less materials, such as sand, may be used for general backfilling purposes. Compaction of cohesion less materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage

or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Sub-article 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot

beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as

"Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type.

This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

*** * * END OF SECTION * * ***

SECTION ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

*** * * END OF SECTION * * ***

SECTION ITEM 403

TEMPORARY SPECIAL SHORING

403.1. Description. This Item shall govern for furnishing and constructing temporary shoring to hold the surrounding earth, water or both out of the work area and to the lines and grades shown on the plans and in accordance with this Item.

403.2. Design. Unless otherwise shown on the plans, the Contractor shall be responsible for the adequacy of the temporary special shoring design. The Contractor shall submit, to the Engineer, details and design calculations bearing the seal of a Registered Professional Engineer for review and approval. All loads and allowable stresses shall comply with the latest AASHTO Standard Specifications for Bridges, except that the maximum allowable service load stress may be increased by 25%.

403.3. Materials. The Contractor shall furnish shoring that meets or exceeds the design requirements. Materials may be new or used. Materials shall not present a hazard to the public, shall be structurally adequate and shall fulfill the intended shoring purpose.

403.4. Construction Methods. The construction methods used for temporary shoring shall be in accordance with the applicable Specifications and the design requirements.

403.5. Measurement. This Item will be measured by the square foot of surface area of a vertical plane between the top of the shoring and the minimum protection grade line shown on the plans.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

403.6 Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Special Shoring". This price shall be full compensation for furnishing and placing all temporary shoring materials; for design of the shoring; for all necessary excavation; for the removal of the shoring or portions thereof; and for all labor, tools, equipment and incidentals necessary to complete the work.

No payment will be made for special shoring made necessary due to the selection of an optional design or sequence of work that creates the need for shoring.

*** * * END OF SECTION * * ***

SECTION ITEM 420

CONCRETE STRUCTURES

420.1. Description. This Item shall govern for the construction of all types of structures involving the use of cast-in-place concrete. All structures shall be constructed in accordance with the details shown on the plans and this Item.

420.2. Materials.

(1) Concrete. All concrete shall conform to the provisions of Item 421, "Portland Cement Concrete".

The class of concrete for each type of structure or unit shall be as shown on the plans, or by pertinent governing specifications.

(2) Reinforcing Steel. All reinforcing steel shall conform to the provisions of Item 440, "Reinforcing Steel".

(3) Expansion Joint Material. The following materials shall conform to the requirements of Item 433, "Joint Sealants and Fillers".

(a) Preformed Fiber Material. Preformed fiber expansion joint material shall conform to the dimensions shown on the plans. Unless otherwise specified, "Preformed Bituminous Fiber Material" shall be used.

(b) Joint Sealing Material. Unless shown otherwise, the sealer shall be a "Low Modulus Silicone Sealant".

(c) Asphalt Board. Asphalt board shall conform to the dimensions shown on the plans.

(d) Rebonded Neoprene Filler. Rebonded neoprene filler shall conform to the dimensions shown on the plans.

(4) Waterstop.

(a) Rubber waterstop or polyvinyl chloride (PVC) waterstop shall be in conformance with Item 435, "Elastomeric Materials".

(b) Other types shall be as shown on the plans.

(5) Curing Materials.

(a) Membrane curing shall conform to Item 526, "Membrane Curing".

(b) Cotton mats shall consist of a filling material of cotton "bat" or "bats" (min. 12 oz. per sq. yd.); covered with un-sized cloth (min. six (6) oz. per sq. yd.); tufted or stitched to maintain stability; shall be free from tears; and shall be in good general condition.

(c) Polyethylene sheeting shall be four (4) mil. minimum thickness and free from visible defects. It shall be clear or opaque white except when the temperature during the curing period does not exceed 60 F or when applicable to control temperature during mass pours.

(d) Burlap-polyethylene mats shall be made from burlap impregnated on one side with a film of opaque white pigmented polyethylene and free from visible defects.

(e) Laminated mats shall have not less than one (1) layer of an impervious material such as polyethylene, vinyl plastic or other acceptable material (either as a solid sheet or impregnated into another fabric) and shall be free of visible defects.

(6) Admixtures. Concrete admixtures shall comply with the requirements of Item 437, "Concrete Admixtures".

(7) Epoxy. Unless otherwise specified, epoxy materials shall conform to Item 575, "Epoxy".

(8) Latex Emulsions. Latex emulsion used for latex based grout/mortar, latex adhesive grout/mortar or other purposes shall conform to Departmental Materials Specification D9-8110.

420.3. General Requirements. Before starting work, the Contractor shall inform the Engineer fully of the construction methods he proposes to use, the adequacy of which shall be subject to the approval of the Engineer.

Concurrence on the part of the Engineer of any proposed construction methods, approval of equipment, or of form and falsework plans does not relieve the Contractor of the responsibility for the safety or correctness of the methods, the adequacy of his equipment or from carrying out the work in full accordance with the contract.

Plans for forms and falsework for piers, superstructure spans over 20 feet long and for all bridge widening details shall be submitted to the Engineer for review. Similar plans shall be submitted for other units of the structure, if requested by the Engineer. The plans shall be prepared on standard 22 inch by 34 inch sheets and shall show all essential details of the proposed forms, falsework and bracing to permit a structural analysis. Four (4) sets of such plans will be required. One (1) set of design calculations shall accompany the submission of such plans. Plans, forms and falsework shall be designed, sealed, and signed by a professional engineer.

Forms or screed supports may be attached to I-beams or girders by welding, subject to the following requirements:

(1) Welds will not be permitted on tension flanges and in those areas shown on the plans or as directed by the Engineer.
(2) Welds shall be made in accordance with Item 448, "Structural Field Welding".

Unless otherwise shown on the plans, the time sequence in which construction operations may be carried on and in which completed structures may be opened to traffic shall be governed by the following:

(1) Superstructure members, forms, falsework, or erection equipment shall not be placed on the substructure before the concrete therein has attained a flexural strength of 425 psi.

(2) Storage of materials on completed portions of a structure will not be permitted until all curing requirements for those particular portions have been met.

(3) A minimum flexural strength of 340 psi will be required for the following:

(a) Forms erected on concrete footings supported by piling or drilled shafts.

(b) Forms on individual drilled shafts.

Such work may begin on spread footings and culvert footings, after the concrete therein has aged at least two (2) curing days. Concrete may be placed as soon as the forms and reinforcing steel are approved.

(4) The support of tie beam and/or cap forms by falsework placed on previously placed tie beams will be permissible provided such beams have attained 425 psi flexural strength, curing requirements are completed, and the member is properly supported to eliminate stresses not provided for in the design.

(5) Bridges and direct traffic culverts shall not be opened to construction traffic or to the traveling public until authorized by the Engineer in accordance with the following:

After the last slab concrete has been in place at least 14 days, authorization may be given for construction traffic on structures not to exceed three-quarter ton vehicles.

After the last slab concrete has been in place at least 21 days, authorization may be given for other construction traffic, or for the traveling public when necessary. Vehicles exceeding the legal load limit will be allowed in accordance with Item 6, "Control of Materials".

(6) Box culverts in fills may be opened to backfilling and compaction equipment when the concrete in the top slab has attained 425 psi flexural strength, and may be opened to other traffic as soon as sufficient backfill and/or embankment has been placed over the top to protect the culverts against damage from heavy construction equipment. The Contractor shall repair, at his expense, any damage inflicted on the culvert by construction traffic.

420.4. Drains. Weep holes and roadway drains shall be installed and constructed as shown on the plans.

420.5. Expansion Joints. Joints and devices to provide for expansion and contraction shall be

constructed in accordance with plan details and the requirements of this Item.

The bearing area under the expansion ends of concrete slabs and slab and girder spans shall be given a steel trowel finish, and finished to the exact grades required.

Bridging of concrete or mortar around expansion joint material in bearings and expansion joints shall be prevented.

All open joints and joints to be filled with expansion joint material shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

When a "Type A" joint is shown on the plans, preformed fiber joint material shall be used in the vertical joints of the roadway slab, curb, median or sidewalk and the top one (1) inch thereof shall be filled with the joint sealing material shown herein or shown on the plans.

The sealer shall be installed in accordance with Item 438, "Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)", and the manufacturer's recommendations.

Where preformed fiber joint material is used, it shall be anchored to the concrete on one (1) side of the joint by light wire or nails.

Finished joints shall conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and again where necessary after surface finishing, all concrete shall be removed from within the joint opening to insure full effectiveness of the expansion joint.

420.6. Construction Joints. The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term monolithic placement shall be interpreted to mean that the manner and sequence of concrete placing shall not create a construction joint.

Construction joints shall be of the type and at the locations shown on the plans. Construction joints other than those shown on the plans will not be permitted in bridge slabs. Additional joints in other members will not be permitted without written authorization from the Engineer. When additional joints are authorized, they shall have details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all vertical joints.

Construction joints requiring the use of joint sealing material shall be as shown on the plans.
A concrete placement terminating at a horizontal construction joint shall have the top surface roughened thoroughly as soon as practicable after initial set is attained.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign matter and saturated with water. All freewater shall be removed and the surface shall be in a moist condition when concrete and/or bonding grout is placed against it.

Forms shall be drawn tight against the existing concrete to avoid mortar loss and offsets at joints.

When shown on the plans or in other specifications, the joint surface shall be coated with bonding mortar, grout, or other specified material.

When shown on the plans, Type V epoxy material shall be used for bonding fresh concrete to hardened concrete. The bonding epoxy shall be placed on a clean, dry surface and shall be tacky when the fresh concrete is placed.

420.7. Seal for Foundations. Concrete for foundation seals, unless otherwise specified, shall be in accordance with Item 400, "Excavation and Backfill for Structures".

420.8. Falsework. Falsework shall be designed and constructed to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Details of falsework construction shall be subject to review and approval by the Engineer in accordance with the provisions of Article 420.3.

For evaluating the adequacy of job fabricated falsework, a weight of 150 pounds per cubic foot shall be assumed for concrete, and a live load allowance of 50 pounds per square foot of horizontal surface of the form work shall be included. The maximum stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in falsework shall not exceed the manufacturer's maximum allowable working load for moment, and shear or end reaction. The maximum allowable working load shall include an allowance of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for approval.

All timber used in falsework shall be sound, in good condition, and free from defects which would impair its strength.

When wedges are used to adjust falsework to desired elevations, the wedges shall be used in pairs to insure even bearing. The use of wedges to compensate for incorrectly cut bearing surfaces will not be permitted. Wedges shall be hardwood or metal.

Sills or grillages shall be large enough to support the superimposed load without settlement, and unless founded on solid rock, shale or other hard materials, precautions shall be taken to prevent yielding of the supporting material.

Falsework which cannot be founded on a satisfactory spread footing shall be placed on piling or drilled shafts having a bearing capacity sufficient to support the superimposed load without settlement. Falsework piling shall be driven to the required resistance determined by the

applicable formula given in Item 404, "Driving Piling". Drilled shafts for falsework shall be designed to carry the superimposed load using both skin friction and point bearing.

Welding, when used, shall conform to the requirements of Item 448, "Structural Field Welding". Each falsework bent shall be securely braced to provide the stiffness required with the bracing securely fastened to each pile or column it crosses.

The falsework shall be removed when no longer required. Falsework piling shall be pulled or cut off not less than six (6) inches below finished ground level. Falsework, piling or drilled shafts in a stream, lake, or bay shall be completely removed to a point specified by the Engineer to prevent any obstruction to the waterway.

420.9. Forms. All forms shall be constructed in accordance with the following:

(1) General. Except where otherwise specified, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer.

Studs, joists, wales or other devices used for form supports shall be of sufficient section and rigidity to withstand undue bulging or settling of the forms. Any device or method used for form support shall be subject to the approval of the Engineer.

Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. Job fabricated forms shall be designed for an additional live load of 50 pounds per square foot of horizontal surface. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in form work shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for review.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports and shall be maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner to prevent warping and shrinkage.

Offsets at form joints shall not exceed 1/16 inch. Form supports for slabs shall not be welded to the top flange of I-beams or girders except in accordance with the provisions of Article 420.3.

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete. Permission to place concrete will not be given until all preparatory work is complete to the

satisfaction of the Engineer.

If, at any stage of placement, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary, and the forms shall be reset and securely braced against further movement.

(2) Timber Forms. Lumber for forms shall be properly seasoned, of good quality, and free from imperfections which would affect its strength or impair the finished surface of the concrete.

Forms or form lumber to be reused shall be maintained clean and in good condition. Any lumber which is split, warped, bulged, marred or has defects that will produce inferior work shall not be used and shall be promptly removed from the work.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets, manholes and box girders; the bottom of bridge decks between beams or girders; surfaces that are subsequently covered by backfill material or are completely enclosed; and, any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as masonite or plywood. Thin membrane sheeting such as polyethylene sheets shall not be used for form lining.

Commercial form liners used to imprint a pattern or texture on the surface of the concrete shall be as shown on the plans and/or as approved by the Engineer.

Forms may be constructed of plywood not less than 1/2 inch in thickness. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces which remain exposed shall be equal to that specified as B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce, National Institute of Standards and Technology, U.S. Product Standard, latest edition.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding for chamfer strips or other uses shall be made of materials of a grade that will not split

when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless otherwise provided herein or shown on the plans, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring 3/4 inch on the sides.

Except at structures where railing is to be attached, culvert headwall heights shall be adjusted as necessary to provide a maximum projection of three (3) inches above the roadway slope unless otherwise directed by the Engineer. At the entrance of all box culverts, a three (3) inch chamfer shall be provided along the bottom edge of the top slab. Reinforcing steel shall be adjusted as necessary to provide a minimum 1 1/4 inch clear cover. No changes will be made in quantities and no additional compensation will be allowed for this work.

All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least 1/2 inch from the concrete surface. The appliances shall be made so the metal may be removed without undue chipping or spalling of the concrete, and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least 1/2 inch from the face of the concrete.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders which are separate from the forms shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be provided for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

The facing of all forms shall be treated with bond breaking coating of such composition that would not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

(3) Metal Forms. The foregoing requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically noted on the plans.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or which line up

improperly shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

(4) Form Supports for Overhang Slabs. Form supports which transmit a horizontal force to a steel girder or beam, or to a pre-stressed concrete beam will be permitted, providing a satisfactory structural analysis has been made of the effect on the girder or beam and approval is granted by the Engineer.

When overhang brackets are used on pre-stressed concrete beam spans with slab overhangs not exceeding three (3) feet six (6) inches, bracing requirements shall conform to the details shown on the plans.

For spans in which the overhang exceeds three (3) feet six (6) inches, additional support will be required for the outside beams regardless of the type beam used. Details of the proposed support system shall be submitted by the Contractor for approval.

Holes in steel members for support of overhang brackets may be punched or drilled full size or may be torch cut to 1/4 inch under size and reamed full size. In no case shall the holes be burned full size. The hole shall be left open unless otherwise shown on the plans. The holes shall never be filled by welding.

420.10. Placing Reinforcement. Reinforcement shall be placed as provided in Item 440, "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders or to reinforcing steel except where shown on the plans to be permissible.

Post tensioning ducts shall be placed in accordance with the approved pre-stressing details, and in accordance with Item 426, "Pre-stressing". The Contractor shall maintain all ducts free of obstructions until all post tensioning operations are complete.

420.11. Placing Concrete-General. The Contractor shall give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement and other preparations.

The sequence of placing concrete shall be as shown on the plans or as required herein.

Concrete placement will not be permitted when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity, and temperature are such that concrete cannot be placed without cracking, concrete placement shall be done in the early morning or at night. When concrete mixing, placing, and finishing is done in other than daylight hours, provisions shall be made to adequately light the entire placement site. The Engineer will approve the adequacy of such lighting before operations are begun.

Where work has been started and changes in weather conditions require protective measures, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall, or from freezing temperatures as outlined in Article 420.12. If necessary to continue operations during rainfall, the Contractor shall also provide protective coverings for the material stockpiles. Aggregate stockpiles need to be covered only to the extent necessary to control the moisture

conditions in the aggregates.

After concrete has achieved initial set, at least one (1) curing day shall elapse before placing strain on projecting reinforcement in order to prevent damage to the concrete.

(1) Placing Temperature. The temperature of all concrete at the time of placement shall be not less than 50 F.

The temperature of cast-in-place concrete in bridge slabs and top slabs of direct traffic structures shall not exceed 85 F when placed. Concrete diaframs, parapets, concrete portions of railing, curbs, and sidewalks, unless monolithically placed with the slab, will not be subject to the above maximum. Other portions of structures, when shown on the plans, shall require the temperature control specified.

For mass concrete placements, as defined in Subarticle 420.11 (10), the concrete temperature at the time of placement shall not exceed 75 F.

(2) Transporting Time. The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall conform to the requirements in Table 1.

Table 1
Temperature-Time Requirements

Concrete Temp (at point of placement)	Max Time (No Retarding Agent) Minutes	Max Time(1) (With Retarding Agent) Minutes
	Non-Agitated Concrete	
Above 80 F		30
80 F and Below	15	45
	30	
	Agitated	
Above 90 F	Concrete	75
Above 75 F thru		90
90 F	45	120
75 F and Below	60	
	90	

(1) Normal dosage of retarder

(3) Transporting Equipment. The method and equipment used to transport concrete to the forms shall be capable of maintaining the rate of placement shown on the plans or required by the Engineer. Concrete may be transported by buckets, chutes, buggies, belt conveyors, pumps or

other methods.

When belt conveyors or pumps are used, sampling for testing should be done at the discharge end. When in the opinion of the Engineer, it is deemed impractical to sample at the discharge end, sampling may be done at the mixer provided that correlation testing is performed and documented to ensure specification requirements are met at the discharge end.

Concrete transported by conveyors shall be protected from sun and wind, if necessary, to prevent loss of slump and workability. Pipes through which concrete is pumped shall be shaded and/or wrapped with wet burlap, if necessary, to prevent loss of slump and workability. Concrete shall not be transported through aluminum pipes, tubes, or other aluminum equipment.

Pump lines shall conform to the following:

For Grade 2 coarse aggregate and smaller, the minimum size pump line shall be five (5) inches ID.

For Grade 1 coarse aggregate, the minimum size pump line shall be eight (8) inches ID.

Chutes, troughs, conveyors or pipes shall be arranged and used so that the concrete ingredients will not be separated. When necessary to prevent segregation, such equipment shall terminate in vertical down-spouts. Open troughs and chutes shall extend, if necessary, down inside the forms or through holes left in the forms.

All transporting equipment shall be kept clean and free from hardened concrete coatings. Water used for cleaning shall be discharged clear of the concrete.

(4) Forms. Openings in forms shall be provided, if needed, for the removal of laitance or foreign matter.

All forms, pre-stressed concrete panels, T-beams, and concrete box beams on which concrete is to be placed shall be wetted thoroughly prior to placing concrete thereon. Any remaining puddles of excess water shall be removed. The top of such members shall be in a moist surface dry condition when concrete is placed on them.

(5) Handling, Placing, and Consolidation. The method of handling, placing, and consolidation of concrete shall minimize segregation of the concrete and displacement of the reinforcement. A uniform dense compact mass shall be produced.

> **(a) Handling and Placing.** Concrete shall not have a free fall of more than five (5) feet, except in the case of thin walls such as in culverts or as specified in other items. Any hardened concrete splatter ahead of the plastic concrete shall be removed.
>
> Each part of the forms shall be filled by depositing concrete as near its final position as possible. Depositing large quantities at one point and running or working the concrete along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches in thickness, unless otherwise directed by the Engineer.

Cold joints in a monolithic placement shall be avoided. The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogeneous mass with the previously placed concrete. Not more than one (1) hour shall elapse between adjacent or successive placements of concrete, except as otherwise required by an approved placing procedure when revibration of the concrete is shown on the plans or specifications. This time requirement may be extended by 1/2 hour when the concrete contains not less than a normal dosage of retarding admixture.

An approved retarding agent shall be used to control stress cracks and/or cold joints in placements where differential settlement and/or setting time may induce stress cracking.

(b) Consolidation. All concrete shall be well consolidated and the mortar flushed to the form surfaces with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least one (1) stand-by vibrator shall be provided for emergency use in addition to those required for placement.

The concrete shall be vibrated immediately after deposit. A systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. The vibrator may be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches into the preceding lift. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

(6) Slabs. Unless otherwise shown on the plans or other specifications, slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until the slabs have aged at least four (4) full curing days. For the remainder of the curing period, timber planking will be required for carting of the concrete. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and, when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

A longitudinal screed may be placed directly on previously placed concrete slabs for the purpose of checking and grading of an adjacent slab after the previously placed slab has aged not less than 24 hours. Actual screeding may be done after the previously placed slabs have aged at least 48 hours.

(7) Continuous Placements. For continuous placement of the deck on steel units, the initial set of the concrete shall be retarded sufficiently to insure that the concrete remains plastic in not less than three (3) spans immediately preceding the slab being placed. For simple spans, retardation shall be required only if necessary to complete finishing operations or as required by Article 420.13.

(8) Fogging and Interim Curing. From the time of initial strike off of the concrete until finishing is completed and required interim curing is in place, the unformed surfaces of slab concrete in bridge decks and top slabs of direct traffic culverts shall be fogged when necessary to replace water loss due to evaporation.

Fogging equipment shall be capable of applying water in a fine mist, not a spray. The fog shall be produced using equipment which pumps water or water and air under high pressure through a suitable atomizing nozzle. The equipment shall be hand operated and sufficiently portable for use in the direction of any prevailing wind. It shall be adaptable for intermittent use as directed by the Engineer to prevent excessive wetting of the concrete.

Interim curing will be required for slab concrete in bridge decks and top slabs of the direct traffic culverts immediately upon completion of final finish. Type 1-D membrane curing compound (Resin Base Only) will be required. Water curing will be required in accordance with Article 420.20 and shall be commenced as soon as possible without damaging the surface finish.

(9) Installation of Dowels and Anchor Bolts. Dowels and anchor bolts may be cast-in-place or installed by grouting with grout, epoxy or epoxy mortar. Holes for grouting may be formed or drilled.

(a) General. Holes for anchor bolts shall accommodate the bolt embedment required by the plans. Holes for dowels shall be a minimum of 12 inches deep unless otherwise shown on the plans. When grout or epoxy mortar is used, the diameter of the hole shall be not less than twice the dowel or bolt diameter nor more than the diameter plus 1 1/2 inches. When using epoxy, the hole diameter shall be 1/16 inch to 1/4 inch greater than the dowel or bolt diameter.

Holes shall be thoroughly cleaned of all loose material, oil, grease, or other bond breaking substance and blown clean with filtered compressed air. Holes shall be in a surface dry condition when epoxy type material is used. Holes shall be in a surface moist condition when portland cement grout is used. The Contractor shall develop and demonstrate a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts that is satisfactory to the Engineer. The void between the hole and dowel or bolt shall be completely filled with grouting material.

(b) Cast-in-Place or Grouted Systems. Portland cement grout, epoxy, epoxy mortar, or other prepackaged grouts as approved by the Engineer may be used.

Portland cement grout shall conform to the pertinent provisions of Item 421, "Portland

Cement Concrete". Epoxy (Type V) and Epoxy Mortar (Type VIII) shall conform to Item 575, "Epoxy". Grout, epoxy or epoxy mortar may be used as the binding agent unless otherwise indicated on the plans.

(c) Other Anchor Systems. These systems shall be in accordance with the plans and approved by the Engineer.

(10) Mass Placements. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, the Contractor shall develop a plan to assure that during the heat dissipation period, the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35 F.

A detailed plan, along with an analysis of the associated heat generation and dissipation (heat flow analysis) shall be submitted to the Engineer for approval. No concrete shall be placed until this plan is approved.

This plan may include a combination of the following:

1. Selection of concrete ingredients to minimize heat of hydration.
2. Using ice or cooling concrete ingredients.
3. Controlling rate of concrete placement.
4. Using insulation to control heat loss.
5. Using supplemental heat to control heat loss.
6. Use of fly ash.

The Contractor shall furnish and install two (2) sets of strip chart temperature recording devices or approved equivalent at locations designated by the Engineer. These devices shall be accurate to within +/- 2 F within the range of 32 F to 212 F and shall be used to simultaneously measure the temperature of the concrete at the core and the surface.

420.12. Placing Concrete in Cold Weather. The Contractor is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the Engineer for placing during cold weather will not relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

Concrete may be placed only when the atmospheric temperature is greater than 35 F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32 F.

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature, the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180 F, nor shall the aggregate temperature exceed 150 F. The heating apparatus shall heat the mass of aggregate uniformly. The temperature

of the mixture of aggregates and water shall be between 50 F and 85 F before introduction of the cement.

The Contractor shall provide and install recording thermometer(s) or other suitable temperature measuring device(s) to verify that all concrete is effectively protected as follows:

(a) The temperature of all unformed surfaces of bridge decks and top slabs of direct traffic culverts shall be maintained at 50 F or above for a period of 72 hours from time of placement and above 40 F for an additional 72 hours.

(b) The temperature at the surface of all concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottom of slabs, and other similar formed concrete shall be maintained at 40 F or above for a period of 72 hours from time of placement.

(c) The temperature of all concrete, including the bottom slabs (footings) of culverts placed on or in the ground, shall be maintained above 32 F for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means, and if necessary, supplementing such covering with artificial heating. Curing as specified under Article 420.20 shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand and ready for use before permission is granted to begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed prior to form removal and acceptance.

420.13. Placing Concrete in Hot Weather. Unless otherwise directed by the Engineer, when the temperature of the air is above 85 F, an approved retarding agent will be required in all concrete used in superstructures and top slabs of direct traffic culverts.

420.14. Placing Concrete in Water. Concrete shall be deposited in water only when shown on the plans or with the written permission of the Engineer. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping of water will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, or other approved method, and shall not be permitted to fall freely through the water nor shall the concrete be disturbed after being placed. The concrete surface shall be kept approximately level during placement.

The tremie shall consist of a water-tight tube of a diameter which will permit adequate placement of the concrete, but not greater than 14 inches. The tremie shall be constructed so that the bottom

can be sealed and opened after the tremie is in place and fully charged with concrete. The tremie shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

The placing operations shall be continuous until the work is complete.

Unless otherwise specified, all classes of concrete placed under water, except Class E and Class SS, shall be redesigned to contain an additional sack of cement per cubic yard more than the mix design being used. Pilot beam tests may be waived by the Engineer for this redesign.

420.15. Placing Concrete in Superstructure. Unless otherwise shown on the plans, simple span bridge slabs shall be placed without transverse construction joints by using either a mechanical longitudinal screed or a self propelled transverse finishing machine. For small placements or for unusual conditions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. The screed shall be adequately supported on a header or rail system sufficiently stable to withstand the longitudinal or lateral thrust of the equipment. Unless otherwise shown on the plans, temporary intermediate headers will be permitted for placements exceeding 50 feet in length for the longitudinal screed, provided the rate of placement is rapid enough to prevent a cold joint and that these headers are designed for early removal to permit satisfactory consolidation and finish of the concrete at their locations.

Unless otherwise shown on the plans, slabs on continuous units shall be placed in one continuous operation without transverse construction joints using a mechanical longitudinal screed or a self propelled transverse finishing machine. For unusual conditions, such as widening, variable cross slopes or transitions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. Rails for transverse finishing machines which are supported from the beams or girders shall be installed so that the supports may be removed without damage to the slab. Bond between removable supports and the concrete shall be prevented in a manner acceptable to the Engineer. Rail support parts which remain embedded in the slab shall not project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders shall be subject to the requirements of Article 420.3.

Unless otherwise shown on the plans, for transverse screeding, the minimum rate of concrete placement shall be 30 linear feet of bridge deck per hour. The Contractor shall furnish personnel and equipment capable of placing, finishing and curing the slab at an acceptable rate to insure compliance with the specifications.

The profile gradeline may require adjustment, due to variation in beam camber and other factors, to obtain the required cover over the slab reinforcement. Beams shall be set in a sufficient number of spans so that when adjustment is necessary, the profile gradeline can be adjusted over suitable increments and the revised gradeline will produce a smooth riding surface.

One (1) or more passes shall be made with the screed over the bridge deck segment prior to the placement of concrete thereon to insure proper operation and maintenance of grades and clearances.

Slab concrete shall be deposited between the exterior beam and the adjacent beam prior to placing concrete in the overhang portion of the slab.

For transverse screeding, concrete shall be placed in transverse strips. Additionally, on profile grades greater than 1 1/2 percent, placement shall begin at the lowest end.

For longitudinal screeding, concrete shall be placed in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as provided herein, and the strip completed by placing uniformly in both directions toward the ends, except that for spans on a grade of 1 1/2 percent or more placing shall start at the lowest end.

The width of strips shall be such that the concrete therein will remain plastic until the adjacent strip is placed. Where monolithic curb construction is specified, the concrete shall be placed therein in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

An approved system of checking shall be used to detect any vertical movement of the forms or falsework. Forms for the bottom surface of concrete slabs, girders and overhangs shall be maintained to the required vertical alignment during concrete placing.

Unless otherwise shown on the plans, girders, slab and curbs of slab and girder spans shall be placed monolithically. Concrete girder stems shall be filled first and the slab concrete placed within the time limits specified in Article 420.11.

Construction joints, when permitted for slab placements on steel and prestressed concrete beams, shall be as shown on the plans. Where plans permit segmental placing without specifying a particular order of placement, any logical placing sequence which will not result in the overstressing of any of the supporting members will be permitted subject to the approval of the Engineer.

Any falsework under steel girder or truss spans shall be released and the spans swung free on their permanent supports before placing any slab concrete thereon.

When the curb forms are filled, the top of curb and sidewalk section shall be brought to the correct camber and alignment and finished as described in Articles 420.18 and 420.23.

420.16. Placing Concrete in Box Culverts. Where the top slab and walls are placed monolithically in culverts more than four (4) feet in clear height, an interval of not less than one (1) nor more than two (2) hours shall elapse before placing the top slab to allow for settlement and shrinkage in the wall concrete.

The footing slab shall be accurately finished at the proper time to provide a smooth uniform surface. Top slabs which carry direct traffic shall be finished as specified in Article 420.19. Top slabs of fill type culverts shall be given a float finish.

420.17. Placing Concrete in Foundation and Substructure. Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer and permission has been given to proceed.

Placing of concrete footings upon seal concrete will be permitted after the cofferdams are free from water and the seal concrete cleaned. Any necessary pumping or bailing during the concreting operation shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints.

When footings can be placed in a dry excavation without the use of cofferdams, forms may be omitted, if approved by the Engineer, and the entire excavation filled with concrete to the elevation of the top of footing. In this case, measurement for payment will be based on the footing dimensions shown on the plans.

Concrete in columns shall be placed monolithically between construction joints unless otherwise provided. Columns and caps and/or tie beams supported thereon may be placed in the same operation. To allow for settlement and shrinkage of the column concrete, it shall be placed to the lower level of the cap or tie beam and placement delayed for not less than one (1) hour nor more than two (2) before proceeding.

420.18. Treatment and Finishing of Horizontal Surfaces Except Roadway Slabs. All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Bridge sidewalks shall be given a wood float or broom finish or may be striped with a brush, as specified by the Engineer.

The tops of caps and piers between bearing areas shall be sloped slightly from the center toward the edge, and the tops of abutments and transition bents sloped from the backwall to the edge, as directed by the Engineer, so that the water drains from the surface. The concrete shall be given a smooth trowel finish. When shown on the plans, the top of caps and piers shall be coated with Type X epoxy material except for areas under shoes and bearing pads. Unless otherwise shown on the plans, the color shall be concrete gray. The color of the epoxy may be adjusted to concrete gray by the use of a black universal type tinting paste. Bearing areas for steel units shall be constructed in accordance with Item 441, "Steel Structures".

Bearing seat build-ups or pedestals for concrete units may be cast integrally with the cap or with a construction joint as follows:

The bearing seat build-ups shall be constructed of a latex based mortar or an epoxy mortar, mixed in accordance with the manufacturer's recommendation. Pedestals shall be constructed of Class "C" concrete, reinforced as shown on the plans.

Bearing areas under elastomeric pads or non-reinforced bearing seat build-ups shall be given a textured, wood float finish.

420.19. Finish of Roadway Slabs. In all roadway slab finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

For concrete slab or concrete slab girder spans cast in place on falsework, an additional amount of camber shall be provided to offset the initial and final deflections of the span. The additional amount of camber shall be determined from the dead load deflection diagram shown on the plans. When dead load deflection is not shown on the plans, the additional amount of camber shall be 1/8 inch per ten foot of span length but not to exceed 1/2 inch. For pan girder spans the additional camber for initial and final deflections shall be approximately 1/2 inch for 30 foot spans and 5/8 inch for 40 foot spans unless otherwise directed by the Engineer.

Roadway slabs supported on pre-stressed concrete, steel beams or girders shall receive no additional camber, except that for slabs without vertical curvature, the longitudinal camber shall be approximately 1/4 inch.

Dead load deflection shall be taken into account in setting the grades of headers and rail systems.

Work bridges or other suitable facilities shall be provided by the Contractor from which to perform all finishing operations and check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be approximately leveled, struck off and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber or section. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds, except those of the roller drum type, shall be provided with metal cutting edges.

Longitudinal screeds shall be moved across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids.

If necessary, the screeded surface shall be worked to a smooth finish with a long handled wood or metal float, or hand floated from bridges over the slab.

When required by the Engineer, the Contractor shall perform sufficient checks with a long handled 10 foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Rail support holes shall be filled with concrete and finished to match the top of the slab.

Unless otherwise shown on the plans, when no additional wearing course is to be placed, the bridge deck surface shall be given a grooved steel tine finish. The grooves shall be approximately 1/8 to 3/16 inch deep, approximately 1/8 inch wide. The tines shall be randomly spaced approximately 3/4 to one (1) inch apart. The grooves shall run perpendicular to the structure center line when a transverse screed is used and parallel to the structure centerline when a longitudinal screed is used. Areas which receive insufficient texture depth shall receive additional texturing, when directed by the Engineer, by saw grooving in accordance with the procedure given below.

At the option of the Contractor, or when shown on the plans, the surface shall be given its final texture by saw grooving to meet the above requirements. Saw grooving may be done a minimum of four (4) days after the slab concrete has been placed. If saw grooving is done prior to the completion of curing, the curing shall be continued after sawing to provide the minimum curing time required.

When shown on the plans that a concrete overlay is to be placed on the slab (new construction) or on pre-stressed concrete box beams or other precast elements, the slab or the top surface of shear key and diafram concrete shall be given a broom finish. The finish shall have an average texture depth of approximately 0.035 inches with any individual test, not falling below 0.020 inches unless otherwise shown on the plans, when tested in accordance with Test Method Tex-436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

When the plans require that an asphaltic seal, with or without overlay, on the slab (new construction), on pre-stressed concrete box beams or other precast elements, the slab or top surface of shear key and diafram concrete shall be given a lightly textured broom finish having an average texture depth of approximately 0.025 inches when tested in accordance with Test Method Tex-436-A.

Straightedge requirements will be required on slabs (new construction) to be overlaid.

After the concrete slab has attained final set, the Engineer may require that the finished surface be tested with a standard 10 foot straightedge. The straightedge shall be used parallel to the centerline of the structure to bridge any depressions and touch high spots. Ordinates of the irregularities, measured from the face of the straightedge to the surface of the slab, should normally not exceed 1/8 of an inch, making proper allowances for camber, vertical curve and surface texture; however, occasional variations exceeding this will be acceptable if, in the opinion of the Engineer, the variations will not produce unacceptable riding qualities.

When directed by the Engineer, irregularities exceeding the above shall be corrected. Areas which are corrected to produce satisfactory riding qualities shall be provided with an acceptable surface texture in a manner approved by the Engineer.

420.20. Curing Concrete. The Contractor shall inform the Engineer of the methods proposed for curing; shall provide the proper equipment and material in adequate amounts; and shall have the proposed methods, equipment and material approved prior to placing concrete.

Unless otherwise noted herein or shown on the plans, the choice of curing methods shall be at the option of the Contractor, except that the Engineer may require the same curing methods for like portions of a single structure.

Inadequate curing and/or facilities shall be cause for the Engineer to delay all concrete placement on the job until remedial action is taken.

All concrete shall be cured for a period of four (4) curing days except as noted herein.

Table 2
EXCEPTIONS TO 4-DAY CURING

Description	Type of Cement	Required Curing Days
Upper surfaces of bridge slabs, top slab of direct traffic culverts, and concrete overlays	I or III	8
	II or I/II*	10
	All types with fly ash	10
Concrete Piling Build-ups	All	6

*Meets the requirements of both Type I and Type II.

When the air temperature is expected to drop below 40 F, the concrete shall be covered with polyethylene sheeting, burlap-polyethylene blankets, mats or other acceptable materials to provide the protection required by Article 420.12.

A curing day is defined as a calendar day when the temperature, taken in the shade away from artificial heat, is above 50 F for at least 19 hours, or on colder days if satisfactory provisions are made to maintain the temperature of all surfaces of the concrete above 40 F for the entire 24 hours. The required curing period shall begin when all concrete therein has attained its initial set.

The following methods are permitted for curing concrete subject to the requirements of Table 3 and the following additional requirements for each method of curing:

(1) Form Curing. When forms are left in contact with the concrete, other curing methods

will not be required except for exposed surfaces and for cold weather protection.

(2) Water Curing. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as specified in Item 421, "Portland Cement Concrete". Sea water will not be permitted. Water which stains or leaves an unsightly residue shall not be used.

(a) Wet Mat Curing. This curing method shall consist of keeping the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. Damp burlap blankets made from nine (9) ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of cotton mats. The cotton mats may then be placed dry and wetted down immediately after they are placed. The mats shall be weighted down adequately to provide continuous contact with all concrete where possible.

Surfaces which cannot be cured by direct contact shall be covered with mats forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet. Wet mat curing will be required for Part A in Table 3 when the anticipated ambient temperature is expected to remain above 40 F for the first 72 hours of the curing period.

Polyethylene sheeting, burlap-polyethylene blankets, laminated mats or insulating curing mats placed in direct contact with the slab will be required when the air temperature is expected to drop below 40 F during the first 72 hours of the curing period. These curing materials shall be weighted down with dry mats to maintain direct contact with the concrete and to provide insulation against cold weather. Supplemental heating or insulation may be required in cold and/or wet weather if the insulating cotton mats become wet or if the concrete drops below the specified curing temperature.

(b) Water Spray. This curing method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.

(c) Ponding. This curing method requires the covering of the surfaces with a minimum of two (2) inches of clean granular material, kept wet at all times, or a minimum of one (1) inch depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.

(3) Membrane Curing. Unless otherwise provided herein or shown on the plans, either Type 1-D or Type 2 membrane curing compound may be used where membrane curing is permitted except that Type 1-D (Resin Base Only) will be required for bridge slabs and top slabs of direct traffic culverts and all other surfaces which may require a higher grade of surface finish.

Table 3

CURING REQUIREMENTS

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Complete Curing
A. Upper surfaces of Bridge Roadway, Median and Sidewalk slabs, Top Slabs of Direct Traffic Culverts.	X	X (Resin Base)		
B. Top Surface of any Concrete Unit upon which Concrete is to be placed and bonded at a later interval (Stub Walls, Risers, etc.). Other Super structure Concrete (Curbs Wingwalls, Parapet Walls, etc.).	X			
C. All Substructure Concrete, Culverts, Box Sewers, Inlets, Manholes, Retaining Walls, Riprap, Railing			*X	*X
All other concrete	As specified in other items.			

*Polyethylene Sheeting, Burlap-Polyethylene Mats or Laminated Mats in close intimate contact with the concrete surfaces will be considered equivalent to water or membrane curing.

For substructure concrete only one (1) type of curing compound will be permitted on any one (1) structure. Material requirements and construction methods shall be as required by Item 526, "Membrane Curing", except as changed herein.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane. Unless otherwise noted herein or shown on the plans, the choice of membrane type shall be at the option of the Contractor.

420.21. Removal of Forms and Falsework. Except as herein provided, forms for vertical surfaces may be removed when the concrete has aged not less than 12 hours, provided the removal can be done without damage to the concrete.

Forms for inside curb faces may be removed at such time the removal can be done without damage to the curb.

Weight supporting forms and falsework for all bridge components and culvert slabs, except as noted herein, shall remain in place a minimum of four (4) curing days. The forms then may be removed if the concrete has attained a flexural strength of 425 psi, as evidenced by strength tests using test beams made from the same concrete and cured under the same conditions as the portion of the structure involved. Forms for other structural components may be removed as specified by the Engineer.

Inside forms (walls and top slabs) for box culverts and sewers may be removed after concrete has aged not less than one (1) day (24 hrs.) and has acquired a flexural strength of not less than 255 psi, provided an overhead support system, approved by the Engineer, is used to transfer the weight of the top slab to the walls of the box culvert or sewer before the support provided by the forms is removed.

When all test beams made for the purpose of form removal have been broken without attaining the required strength, forms shall remain in place for a total of 14 curing days.

The above provisions relative to form removal shall apply only to forms or parts thereof which are constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

All forms and falsework shall be removed unless otherwise approved by the Engineer.

420.22. Defective Work. Any defective work shall be repaired as soon as possible.

Any defect which in the opinion of the Engineer cannot be repaired satisfactorily to the extent required by the Engineer shall be removed and replaced at the expense of the Contractor.

420.23. Finishing Exposed Surfaces. A Surface Finish shall be applied to all concrete surfaces and shall be in accordance with Item 427, "Surface Finishes for Concrete".

420.24. Measurement. The quantities of concrete of the various classifications which will constitute the completed and accepted structure or structures in place will be measured by the cubic yard, each, square foot, square yard, or linear foot as shown on the plans. Measurement will be as follows:

(1) General.

(a) All concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer. Diafram concrete, when required, will be included in the slab measurement.

(b) In determining quantities, no deductions will be made for chamfers less than two (2) inches, embedded portions of structural steel or pre-stressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, conduit and/or voids for pre-stressed tendons or for embedded portions of light fixtures.

(c) For pan girder spans, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

(d) For slabs on steel and pre-stressed beams, a quantity for the haunch between the slab and beams will be included when required. No measurement will be made during construction for variation in the amount of haunch concrete due to deviation from design camber in the beams.

(e) For slabs on panels, T-beams, or box beams, the combination of span length, theoretical camber in beams, computed deflections, and plan vertical curve will be taken into account in determining the quantity for the slab.

Additional concrete which may be required by an adjustment of the profile grade line during construction, to insure proper slab thickness, will not be measured for payment.

(f) Variation in concrete headwall quantity incurred when an alter- nate bid for pipe is permitted will not be measured for payment.

(g) Quantities revised by a change in design, measured as specified herein, will be increased or decreased, as the case may be, and included for payment.

(2) Plan Quantity. For structure elements designated in Table 4, and when measured by the cubic yard, this is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

When the quantity for a complete structure element has been erroneously included or omitted from the plans, the quantity shown on the plans for that element will be added to or deducted from the plan quantity and included for payment. A complete structure element will be the smallest portion of a total structure for which a quantity is included on the plans.

When the plan quantity for a complete structure element is in error by five (5) percent or more, a recalculation will be made and the corrected quantity included for payment.

(3) Measured in Place. For those Items not measured for plan quantity payment, measurement will be made in place.

Table 4
PLAN QUANTITY PAYMENT
(Cubic Yard Measurement Only)

Culverts and Wingwalls	Slabs on Steel Spans
Headwalls for pipe	Slabs on Pre-stressed Spans
Retaining Walls	Pan Girder Spans
Inlets and Manholes	Pile Bent Caps
Slab Spans	Shear Key Concrete
Slab and Girder Spans	Abutments

Note: Other structure elements may be paid for as "plan quantity", including pier and bent concrete, when shown on the plans.

For those portions of structures not listed in Table 4, the concrete quantities, measured as provided in Subarticle 420.24.(1) will be paid for at the unit price bid per "Cubic Yard", per "Each", per "Square Foot", per "Square Yard", or per "Linear Foot", in place, for the various classifications of concrete shown.

420.25. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various structure elements specified of the various classes of concrete. This price shall be full compensation for furnishing, hauling and mixing all concrete materials; for furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; for all clips, blocks, metal spacers, ties, wire or other materials used for fastening reinforcement in place; for placing, finishing and curing all concrete; for all grouting and pointing; for furnishing and placing drains; for furnishing and placing metal flashing strips; for furnishing and placing expansion-joint material required by this Item; and for all forms and falsework, labor, tools, equipment and incidentals necessary to complete the work.

Concrete which fails to meet minimum strength requirements may be rejected or a structural review may be made by the Engineer. Such concrete which is proven structurally adequate may be accepted at an adjusted price based on the following formula:

$A = .10Bp + .75(Sa/Ss)^2 Bp$
A = Amount to be paid per unit of measure
Sa = Actual strength from beams or cores.
Ss = Minimum required strength (specified)
Bp = Unit bid price

*** * * END OF SECTION * * ***

SECTION ITEM 421

PORTLAND CEMENT CONCRETE

421.1. Description. This Item shall govern for portland cement concrete to be used in concrete pavement, concrete structures and other concrete construction.

421.2. Materials. The concrete shall be composed of portland cement, (with or without) fly ash, fine and coarse aggregates and water.

(1) Cement. Portland cement shall conform to Item 524, "Hydraulic Cement".

Unless otherwise shown on the plans or in the specifications, the cement shall be either Type I, IP, II or III portland cement except as follows:

a. Type III cement shall not be used when the anticipated air temperature for the succeeding 12 hours will exceed 60 F.

b. Type III cement may be used, regardless of air temperature, in all precast concrete.

All cement used in a monolithic placement shall be of the same type.

Type I/II cement may be considered as either Type I or Type II cement except as otherwise noted.

Type IP cement may be used in lieu of Type I or Type II cement except when otherwise required by the plans or specifications. When Type IP cement is used, additional fly ash will not be permitted.

(2) Fly Ash. Fly ash shall conform to the requirements of Departmental Materials Specification D-9-8900. Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of Type I, II or III portland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white portland cement is required.

(3) Mixing Water. Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts

per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in concrete. Tests shall be made in accordance with AASHTO T26. A sample of approximately one (1) gallon shall be submitted to the Texas Department of Transportation, Division of Materials and Tests, 3800 Jackson Ave., Bldg. No. 5, Austin, Texas 78731-6033.

Water used in white portland cement concrete shall be free from iron and other impurities which may cause staining or discoloration.

(4) Coarse Aggregate. Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating. When white portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than one (1.0) percent by weight of shale, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tex-410-A.

Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements.

When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1, except as provided in Subarticle 427.8.(3) for exposed aggregate finishes.

TABLE 1

COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size Inches	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	1/2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

*Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33.

The loss by decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps, shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

(5) Fine Aggregate. Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall be not less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown in Table 2.

Table 2

FINE AGGREGATE GRADATION CHART

	Percent Retained on Each Sieve							
Aggregate Grade No.	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete, except class K, the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A. The fineness modulus for class K shall be 2.6 to 2.8 unless otherwise shown on the plans.

(6) Mineral Filler. Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material. When tested in accordance with Test Method Tex-401-A, it shall conform to the following gradation:

Retained on No. 30 Sieve 0 percent

Retained on No. 200 Sieve 0-35 percent

(7) Admixtures. Admixtures and their use shall conform to the requirements of Item 437, "Concrete Admixtures". Calcium chloride will not be permitted.

(8) Mortar and Grout. Unless otherwise specified or approved by the Engineer, mortar and grout shall consist of one (1) part portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Post tensioning grout shall be in accordance with Item 426, "Prestressing".

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the Engineer, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

421.3. Storage of Materials.

(1) Cement, Fly Ash and Mineral Filler. All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open on a raised platform and under waterproof covering for a maximum of 48 hours.

(2) Aggregates. The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without re-cleaning.

When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended as approved by the Engineer prior to stockpiling.

Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized. The Engineer may require that stockpiles be remixed when segregation is apparent.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled when directed by the Engineer.

To assure uniform concrete, aggregate stockpiles shall be maintained at reasonably uniform moisture content.

(3) Admixtures. Admixtures shall be stored in accordance with Item 437, "Concrete Admixtures".

421.4. Measurement of Materials. Except as noted below, the measurement of materials used in batches of concrete shall be by weight.

Water may be measured by volume or by weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted except for small hand mixed batches of approximately five (5) cubic feet or less and when an approved method of volumetric measurement is used.

Where two (2) or more sizes or types of aggregates are used, each type and/or size shall be measured separately.

When determining aggregate batch weights, proper allowance shall be made for the water content in the aggregate (free water and/or absorption).

Admixtures shall be measured and dispensed in accordance with Item 437, "Concrete Admixtures".

Measuring materials by volumetric methods may be used where permitted by the specifications. When a mixer using volumetric batching of materials is used, an accurate method of measuring by volume shall be provided. Continuous volumetric mixers shall be calibrated to assure correct measurement of materials.

The amount of each ingredient in the batch shall be measured to within plus or minus one (1) percent of the required amount except that water shall be measured to within plus or minus one (1) gallon and admixture tolerances shall be in accordance with Item 437, "Concrete Admixtures".

421.5. Equipment.

(1) Weighing and Measuring Equipment. Weighing and measuring equipment shall conform to Item 520, "Weighing and Measuring Equipment".

(2) Mixing Equipment.

(a) General. All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition as to insure completion of the work under way without excessive delays for repairs or replacement.

The mixer shall be of an approved type and size that will produce uniform distribution of the material throughout the mass and shall be capable of producing concrete meeting the requirements of these specifications.

The mixing equipment shall be capable of producing the quantities of concrete necessary to comply with requirements shown on the plans or in these specifications.

For all mixers, an adequate water supply and an accurate method of measuring the water shall be provided.

Delivery of concrete to the worksite and the discharge from the hauling equipment,

agitating, or non-agitating, shall be in accordance with the requirements shown on the plans or in the governing specifications.

Specific requirements for batch plants, mixers and other equipment shall be in accordance with Item 522, "Portland Cement Concrete Plants", Item 360, "Concrete Pavement", or other specifications, except that continuous volumetric mixers shall conform to Subarticle 421.5(2)(b) of this Item.

(b) Continuous Volumetric Mixers. For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer may be used.

When approved in writing by the Engineer or when specified for use in other Items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

(c) Portland Cement Concrete Plants. The use of ready-mixed concrete from a commercial source will be permitted for all structural concrete provided that the plant, truck mixers, and mixing equipment conform to the requirements of Item 522, "Portland Cement Concrete Plants". The use of ready-mix plants and ready-mix concrete for concrete pavement shall be in accordance with Item 360, "Concrete Pavement". The class of plant furnished shall conform to the requirements of Item 522, "Portland Cement Concrete Plants".

421.6. Mixing.

(1) General. Mixed concrete which does not conform to specification requirements shall not be placed. Mixing shall be in accordance with Item 522, "Portland Cement Concrete Plants", except that mixing with continuous volumetric mixers will be in accordance with Subarticle 421.6.(2) and except as set out in Subarticle 421.6.(3).

(2) Continuous Volumetric Mixers. Mixing shall be in accordance with mixer manufacturer's recommendations unless otherwise revised by the Engineer.

(3) Mixing of concrete by hand methods or by the use of a small motor driven mixer will be permitted for small placements of approximately two (2) cubic yards or less when authorized by the Engineer. Hand mixed batches shall not exceed a two (2) sack batch in volume. For such placements the mix may be proportioned by approved volumetric methods.

421.7. Placing, Curing and Finishing. The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Item 420, "Concrete Structures", Item 360, "Concrete Pavement", and Item 427, "Surface Finishes for Concrete".

421.8. Classification and Mix Design. The Contractor shall furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified, to conform with the requirements contained herein and in accordance with Construction Bulletin C-11. The Contractor shall perform, at his entire expense, the work required to substantiate the design, except that casting and testing of strength specimens will be done by the Department. Complete concrete design data shall be submitted to the Engineer for approval.

The Contractor shall determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project. The mixes shall conform to these specifications and other requirements shown on the plans.

For continuous volumetric mixers the materials delivered during a revolution of the driving mechanism, or in a selected time interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

The Contractor may accept a design from the Department; however, this acceptance will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these specifications.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

No charge will be made for existing designs furnished by the Engineer. The cost to the Department of preparing a new mix design will be charged to the Contractor and deducted from the payment for the work.

Trial batches shall be made and tested using all the proposed ingredients prior to the placing of concrete, and when the aggregate, and/or type, brand or source of cement, or admixture is changed. When the brand and/or source of cement only is changed, the Engineer may waive trial batch only if a prior record of satisfactory performance of the cement with the other ingredients has been established.

Trial batches generally shall be made in a mixer of adequate capacity to evaluate the design. The trial batches shall be made in a mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of its rated mixing capacity.

Concrete for pneumatically placed concrete shall be in accordance with Item 431, "Pneumatically Placed Concrete".

The coarse aggregate factor shall be selected in accordance with Construction Bulletin C-11 based on grade of the coarse aggregate and the fineness modulus of the sand.

The Contractor shall have the option of using chemical admixtures with all classes of concrete in accordance with Item 437, "Concrete Admixtures", except where the use of specific admixtures is required or prohibited in this or other items.

When a retarding admixture is required for hot weather concreting, the amount to be used will be as required in Item 437, "Concrete Admixtures", subject to change by the Engineer when required. When used for extended retardation, the amount to be used will be established by several trial batches with varying retarder content and simulating the placing conditions to be encountered and tested in accordance with Tex-440-A.

When entrained air is required, the concrete shall be designed to entrain five (5) percent air when Grade 1 or 2 coarse aggregate is used, six (6) percent when Grade 3 or 4 coarse aggregate is used, and seven (7) percent for Grades 5, 6 or 7 unless otherwise specified by the Engineer. Concrete as placed shall contain the proper amount of entrained air as required herein with a tolerance of plus or minus 1-1/2 percentage points. Acceptance of concrete with occasional variations between 1-1/2 and three (3) percentage points over the specified amount will be based on strength tests as required by the Engineer. Such concrete which fails to meet strength requirements may be accepted on the basis of structural reviews subject to the provisions of Article 420.25. When the quantity of entrained air is found to be more than three (3) percentage points over or two (2) percentage points under those values given herein, the concrete will be rejected.

Entrained air will be required for bridge slabs, top slabs of direct traffic culverts, concrete pavement, dense and regular concrete overlays, piers, bents, precast piling (nonprestressed), drilled shafts placed in water, bridge railing, concrete traffic barrier and for other items of work as may be specified, on the plans or in other specifications. Unless otherwise specified, entrained air will not be required when Class "H" concrete is used for precast traffic barrier or precast bridge repair.

Table 3
SLUMP REQUIREMENTS

Concrete Designation	Desired Slump Inches	Max Slump Inches
A. Structural Concrete		
(1) All drilled shafts	6	7
(2) Thin-Walled Section (9" or less)	4	5
(3) Slabs, Concrete Overlay, Caps, Column piers, Wall sections over 9", etc.	3	4
(4) Prestressed Concrete Members		
(5) Concrete traffic Barrier (cast-in-place or precast), Concrete Bridge Railing	4	5
	4	5

(6) Dense concrete overlay	3/4	1
(7) Concrete placed underwater	6	7
(8) Concrete with High Range Water Reducer	———	8
B. Concrete Pavement		
C. Riprap, curb, gutter, slip-formed and extruded concrete	1-1/2	3 max 1 min
	As Approved by the Engineer	

Note: No concrete will be permitted with a slump in excess of the maximums shown.

When high range water reducing admixtures are used, the slump shall not exceed eight (8) inches.

421.9. Quality of Concrete. The concrete shall be uniform, workable and of a consistency acceptable to the Engineer. The cement content, maximum allowable water/cement ratio, the desired and maximum slump, the proper amount of entrained air and the strength requirement for all classes of concrete shall conform to the requirements of these specifications. It shall be the responsibility of the Contractor to provide concrete meeting these requirements.

During the progress of the work, the Engineer will cast test cylinders and/or beams, perform slump and entrained air tests and will make temperature checks, as required, to insure compliance with the specifications.

Unless otherwise shown on the plans the Contractor shall furnish and properly maintain all test molds. The test molds shall meet the requirements of Test Methods Tex-418-A and Tex-448-A and, in the opinion of the Engineer, must be satisfactory for use at the time of use. In addition, the Contractor shall be responsible for furnishing personnel to remove the test specimens from the molds and transport them to the proper curing location at the schedule designated by the Engineer and in accordance with the governing specification. For all concrete items the Contractor shall have a wheelbarrow, or other container acceptable to the Engineer, available to use in the sampling of the concrete. The Contractor is responsible for disposing of used, broken test specimens.

All labor and equipment furnished by the Contractor will be considered subsidiary to the various bid items and will not be paid for directly.

A strength test is defined as the average of the breaking strength of two (2) cylinders or two (2) beams as the case may be. Each specimen will be tested in accordance with Test Methods Tex-418-A or Tex-448-A.

Slump tests will be performed in accordance with Test Method Tex-415-A. Entrained air tests will be performed in accordance with Test Method Tex-416-A.

If the required strength or consistency of the class of concrete being produced cannot be secured with the minimum cement specified or without exceeding the maximum water/cement ratio, the Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cast and cured in accordance with Test Method Tex-447-A.

The Contractor shall provide, operate and maintain curing facilities as described in Test Method Tex-447-A, for the purpose of curing test specimens.

When the specified concrete strength is by 28 day compressive strength tests, job control testing will be by seven day compressive strength tests. The minimum strength requirement for seven (7) day tests will be 70 percent of the specified minimum 28 day compressive strength. If the required seven (7) day strength is not obtained with the quantity of cement specified in Table 4, changes in the batch design will be made as specified in this article. For an occasional failure of the seven day compressive test, the concrete may be tested at 28 days for final evaluation.

Strength test requirements for Type II cement will govern when Type I/II cement is used.

Table 4

CLASSES OF CONCRETE

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
A	5.0	3000	425 390 (c)	6.5	1-2-3-4-8 (a) (d)	Drilled Shafts; Culverts, except Top Slab of Direct Traffic Culverts; Inlets; Manholes, Headwalls; Appr. Slabs; Curb; Gutter; Curb & Gutter, Conc. Retards; Sidewalks; Driveways; Conc. Pavement; Back-up Walls; Anchors
B	4.0	2000	280	8.0	2-3-4-5-6-7	Riprap, Small Roadside Signs and Anchors
C	6.0	3600	510 470 (c)	6.0	1-2-3-4-5 (d)	Drilled Shafts; Bridge Substructure; Bridge Railing; Culverts, except Top Slab of Direct Traffic Culverts; Wing Walls; Approach Slab; Concrete Traffic Barrier (cast-in-place)

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
D	3.0	1500	215	11.0	2-3-4-5-6-7	Riprap
E	6.0	3000	425	6.0	2-3-4-5	Seal Concrete
F	6.0 (8.0 Max)	As specified on plans	$\frac{.85\ f'c}{6}$	5.5	2-3-4-5	Railroad structures; occasionally for Bridge Piers, Columns or Bents
H	6.0	As specified on plans	N.A.	5.5	3-4-5-6	Prestressed Concrete Beams, Boxes, Piling and Concrete Traffic Barrier (Precast)
S	6.5	4000	570 525(c)	5.0	2-3- 4-5	Bridge Slab; Top Slab of Direct Traffic Culvert; Bridge Substructure
P	5.0	N.A.	555(b)	6.25	2-3	Concrete Pavement
DC	8.75	5500	720	3.6	6	Dense Concrete Overlay
CO	7.0	4600	640	4.5	6	Concrete Overlay
SS	7.0	3600	510	5.5	3-4-5	Slurry Displacement Shafts, Underwater Drilled Shafts
K	Requirements as specified on the plans or in other Items.					

(a) Grade 8 aggregate for use in extruded curbs, unless a larger size is approved by the Engineer.

(b) Minimum running average for concrete pavement (in accordance with construction Bulletin C-II).

(c) When Type II or Type I/II cement is used.

(d) Unless otherwise permitted by the Engineer, Grade I coarse aggregate may be used only in massive foundations with four (4) inch minimum clear spacing between reinforcing steel bars. Grade I aggregate may not be used in drilled shafts.

421.10. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

*** * * END OF SECTION * * ***

SECTION ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A * Arch Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13	22
2	21	1/2	26
3	24	15	28 1/2
4	30	1/2	36 1/4
5	36	18	43 3/4
6	42	22	51 1/8
7	48	1/2	58 1/2
8	54	26	65
9	60	5/8	73
10	72	31	88
		5/16	
		36	
		40	
		45	
		54	

TABLE B * Horizontal Elliptical Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Bookmark not defined.C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe

section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall

consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % by weight	% Ash, 28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD REQUIREMENT	
	Type 1	Type 2
Ductility @ 77 F (cm), min. Tex-503-C	5.0	5.0
Softening Point, F	275	275
Penetration 32 F (300g) 60 sec., min --	65	
Tex-502-C 77 F (150g) 5 sec	50-120	50-120
Tex-502-C 115 F (150g) 5 sec., max. Tex-502-C	------	150

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the

bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter	18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear Distance Between Pipes	0'-9"	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the

interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to

its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

*** * * END OF SECTION * * ***

SECTION ITEM 506
TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

506.1. Description. Install, maintain, and remove erosion, sedimentation, and environmental control devices. Remove accumulated sediment and debris.

506.2. Materials.

A. Rock Filter Dams.

1. Aggregate. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:

- **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
- **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. Wire. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. Sandbag Material. Furnish sandbags meeting Section 506.2.I, "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved. Furnish concrete in accordance with Item 432, "Riprap."

C. Baled Hay. Provide hay bales weighing at least 50 lb., composed entirely of vegetable matter, measuring 30 in. or longer, and bound with wire, nylon, or polypropylene string.

D. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

E. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. Rock Construction Exit. Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft, or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. Timber Construction Exit. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. Foundation Course. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

F. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

G. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

H. Construction Perimeter Fence.

1. Posts. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. Fence. Provide orange construction fencing as approved by the Engineer.

3. Fence Wire. Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide16 gauge or larger tie wire.

4. Flagging. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. Staples. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. Used Materials. Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

I. Sandbags. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1 – Sand Gradation	
Sieve Number	**Retained (% by Weight)**
4	3%
100	80%
200	95%

J. Temporary Sediment Control Fence. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. Fabric. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. Posts. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans.

Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. Net Reinforcement. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.

4. Staples. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. Used Materials. Use recycled material meeting the applicable requirements if accepted by the Engineer.

506.3. Equipment. Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item.

506.4. Construction.

A. Contractor Responsibilities. Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. General.

1. Phasing. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

2. Maintenance. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3. Stabilization. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative
cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Engineer may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

4. Finished Work. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

5. Restricted Activities. Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed. Do not install temporary construction crossings in or across any water body without the prior approval of the appropriate resource agency and the Engineer. Restrict construction operations in any water body to the necessary areas as shown on the plans or applicable permit, or as directed. Use temporary bridges, timber mats, or other structurally sound and non-eroding material for stream crossings. Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location. Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals.

C. Installation, Maintenance, and Removal Work. Perform work in accordance with the specific or general storm water permit. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been

adequately stabilized as determined by the Engineer. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations. Remove devices upon approval or when directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. Rock Filter Dams for Erosion Control. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option. For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

a. Type 1 (Non-reinforced).
- **(1) Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **(2) Top Width.** At least 2 ft.
- **(3) Slopes.** At most 2:1.

b. Type 2 (Reinforced).
- **(1) Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **(2) Top Width.** At least 2 ft.
- **(3) Slopes.** At most 2:1.

c. Type 3 (Reinforced).
- **(1) Height.** At least 36 in. measured vertically from existing ground to top of filter dam.
- **(2) Top Width.** At least 2 ft.
- **(3) Slopes.** At most 2:1.

D. Type 4 (Sack Gabions). Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times. For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above. Lift and place without damaging the gabion. Shape sack gabions to existing contours.

E. Type 5. Provide rock filter dams as shown on the plans.

1. Temporary Pipe Slope Drains. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe

at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipators or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

2. Baled Hay for Erosion and Sedimentation Control. Install hay bales at locations shown on the plans by embedding in the soil at least 4 in. and, where possible, approximately 1/2 the height of the bale, or as directed. Fill gaps between bales with hay.

3. Temporary Paved Flumes. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. Construction Exits. When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

a. Long-Term. Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) Type 1. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) Type 2. Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term.

(1) Type 3. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) Type 4. Construct as shown on the plans or as directed.

6. Earthwork for Erosion Control. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. Excavation and Embankment for Erosion ControlFeatures. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed. Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. Excavation of Sediment and Debris. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

7. Construction Perimeter Fence. Construct, align, and locate fencing as shown on the plans or as directed.

a. Installation of Posts. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

b. Wire Attachment. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

c. Flag Attachment. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

8. Sandbags for Erosion Control. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

9. Temporary Sediment-Control Fence. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

a. Installation of Posts. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

b. Fabric Anchoring. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

c. Fabric and Net Reinforcement Attachment. Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attached reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

506.5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. Linear Measurement. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. Volume Measurement. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation. Measurement will be made in final position.

b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Baled Hay. Baled hay will be measured by each bale.

D. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

E. Construction Exits. Construction exits will be measured by the square yard of surface area.

F. Earthwork for Erosion Control.

1. Equipment. Equipment use will be measured by the actual number of hours the equipment is operated.

2. Volume Measurement.

a. In Place.

(1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

(2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

G. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

H. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

I. Temporary Sediment-Control Fence. Temporary sediment-control fence will be measured by the foot.

506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;

• finish grading and dressing upon removal of the device; and
• minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

The Contractor will be reimbursed in accordance with pertinent Items or Article 9.5, "Force Account," for maintenance, repair, or reinstallation of devices and features when the need for additional control measures cannot be attributed to the above, as determined by the Engineer. Stabilization of disturbed areas will be paid for under pertinent Items. Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. Installation. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals. When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals

B. Temporary Pipe Slope Drains. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals. Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain. Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control." Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. Baled Hay. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Baled Hay." This price is full compensation for furnishing and placing bales, excavating trenches, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the baled hay installation (or portions thereof) be replaced, payment will be made at the unit price bid for "Baled Hay," which is full compensation for removal and reinstallation of the baled hay.

D. Temporary Paved Flumes. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the paved flume

installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals. Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

E. Construction Exits. Contractor-required construction exits from offright of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals. When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals. Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

F. Earthwork for Erosion and Sediment Control. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control)." This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; sandbags; plywood; stage construction for curb inlets involved in curb-inlet sediment traps; and equipment, labor; tools, and incidentals. Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans. Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

G. Construction Perimeter Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals. Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

H. Sandbags for Erosion Control. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals. Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

I. Temporary Sediment-Control Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Sediment-Control Fence." This price is full compensation for furnishing and placing the fence; trenching, fence posts, fabric and backfill; removal and disposal; and equipment, labor, tools, and incidentals. Removal of temporary sediment-control fence will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the temporary sedimentation control fence installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Sediment-Control Fence," which is full compensation for the removal and reinstallation of the temporary sediment-control fence.

*** * END OF SECTION * ***

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ 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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION		(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date: _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

General Decision Number: TX140008 01/03/2014 TX8

Superseded General Decision Number: TX20130008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator,		

```
      Rough.....................$ 14.62
      Motor Grader, Fine Grade....$ 16.52
      Scraper...................$ 11.07

 Servicer.....................$ 12.34

 Steel Worker (Reinforcing).....$ 14.07

 TRUCK DRIVER
      Lowboy-Float..............$ 13.63
      Single Axle...............$ 10.82
      Single or Tandem Axle Dump..$ 14.53
      Tandem Axle Tractor with
      Semi Trailer..............$ 12.12

 WELDER.......................$ 14.02
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Form 352 (Rev. 12/83)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

CHANGE ORDER NUMBER ONE(1) **SAMPLE**

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

DRAFT

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

SAMPLE --APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

DRAFT

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH MONTHLY QUANTITY	FIRST MONTH QTY to Date	FIRST MONTH Item Cost (Monthly)	SECOND MONTH MONTHLY QUANTITY	SECOND MONTH QTY to Date	SECOND MONTH Item Cost (Monthly)	THIRD MONTH MONTHLY QUANTITY	THIRD MONTH QTY to Date	THIRD MONTH Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000		$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000		$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000		$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20		0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00		0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	000		$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	00		$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	600.00		0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	00	0	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100	$4 00	0.0	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000		$1 00	0.0	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000		000		0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$	00	00	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.0	00	10.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	00	$25	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	12	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.	$2,000	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000		$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	00.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By: Signature: _____ Date: _____

DRAFT

Printed Name:

DRAFT

SAMPLE

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	T[illegible] To	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DRAFT

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. Raul E. Sesin, P.E.
1304 S. 25th St.
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 2
Gearhart Drive Paving & Drainage Improvements
Contract No.: C-14-032-xx-xxx

Mr. Sesin:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Hidalgo County Pipe 2605 US Exp. 281 Edinburg, TX 78542 (956)318-2840

If you have any questions, please call me at (956) 607-0741

Best regards,

_____
(name) , Manger

DRAFT

Exhibit E-H

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Rates	Value: Quan	Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-O

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
SUPPLIER

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-M

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct. 2

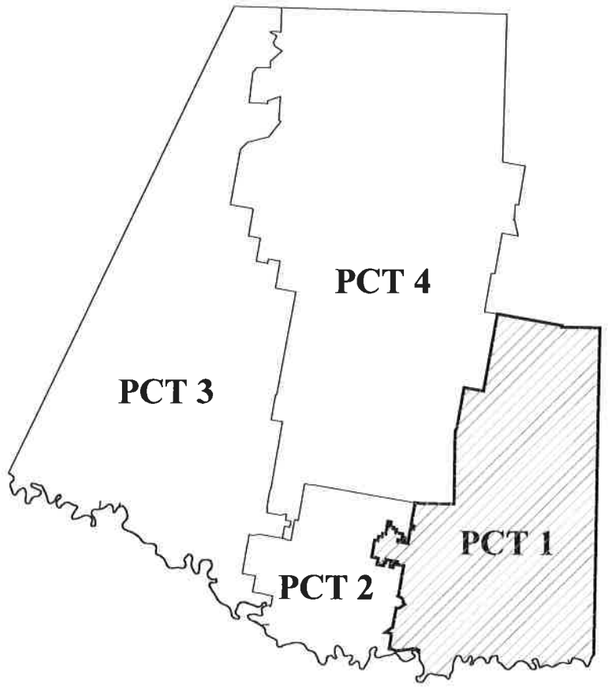
Hector "Tito" Palacios, Commissioner

Sioux Road
Paving and Drainage Improvements
(from Tower Road to Val Verde Road)

Hidalgo County Commissioner's Court

Ramon Garcia	County Judge
A.C. Cuellar, Jr.	Commissioner Pct #1
Hector "Tito" Palacios	Commissioner Pct #2
Joe M. Flores	Commissioner Pct #3
Joseph Palacios	Commissioner Pct #4

Project Contractor: _____ **Project Engineer:** Raul E. Sesin, P.E.



LOCATION MAP - SCALE: 1"=3000'

RAMON GARCIA
COUNTY JUDGE

COMMISSIONER A.C. CUELLAR, JR.
PRECINCT No. 1

COMMISSIONER HECTOR "TITO" PALACIOS
PRECINCT No. 2

COMMISSIONER JOE M. FLORES
PRECINCT No. 3

COMMISSIONER JOSEPH PALACIOS
PRECINCT No. 4

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY PRECINCT No. 1
SIOUX ROAD PAVING AND DRAINAGE IMPROVEMENTS
(FROM TOWER ROAD TO VAL VERDE ROAD)

REVISIONS

DATE:	COMMENTS:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374 ON 09/18/14 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Cover Sheet.dwg Plotted by: areanne.yzaguirre
Layout Tab: Cover Sheet Date: 09/18/2014 Time: 05:06:00 PM

INDEX

NO.	DESCRIPTION
GENERAL	
G01–01	COVER SHEET
G01–02	INDEX OF SHEETS
G01–03	SYMBOLS, LEGENDS, & ABBREVIATIONS
G01–04	GENERAL NOTES
G01–05	GENERAL NOTES (CONT.)
EXISTING ROAD CROSS SECTIONS	
C01–01	EXISTING CONDITION
PROPOSED ROAD CROSS SECTION	
C02–01	PROPOSED PROPOSED ROAD CROSS SECTION
C02–02	PROPOSED PROPOSED ROAD CROSS SECTION
C02–03	PROPOSED PROPOSED ROAD CROSS SECTION
C02–04	PROPOSED PROPOSED ROAD CROSS SECTION
C02–05	PROPOSED PROPOSED ROAD CROSS SECTION
C02–06	PROPOSED PROPOSED ROAD CROSS SECTION
C02–07	PROPOSED PROPOSED ROAD CROSS SECTION
SIOUX ROAD PLAN AND PROFILE SHEETS	
C03–01	PLAN AND PROFILE (STA. 0+00.00 TO STA. 6+00.00)
C03–02	PLAN AND PROFILE (STA. 6+00.00 TO STA. 12+00.00)
C03–03	PLAN AND PROFILE (STA. 12+00.00 TO STA. 18+00.00)
C03–04	PLAN AND PROFILE (STA. 18+00.00 TO STA. 24+00.00)
C03–05	PLAN AND PROFILE (STA. 24+00.00 TO STA. 30+00.00)
C03–06	PLAN AND PROFILE (STA. 30+00.00 TO STA. 36+00.00)
C03–07	PLAN AND PROFILE (STA. 36+00.00 TO STA. 42+00.00)
C03–08	PLAN AND PROFILE (STA. 42+00.00 TO STA. 48+00.00)
C03–09	PLAN AND PROFILE (STA. 48+00.00 TO STA. 54+00.00)
C03–10	PLAN AND PROFILE (STA. 54+00.00 TO STA. 60+00.00)
C03–11	PLAN AND PROFILE (STA. 60+00.00 TO STA. 66+00.00)
C03–12	PLAN AND PROFILE (STA. 66+00.00 TO STA. 72+00.00)
C03–13	PLAN AND PROFILE (STA. 72+00.00 TO STA. 78+00.00)
C03–14	PLAN AND PROFILE (STA. 78+00.00 TO STA. 79+45.32)
DRAIN DITCH CROSSING PLAN AND PROFILE SHEETS	
C04–01	PLAN AND PROFILE (STA. 0+00.00 TO STA. 2+01.03)
DRAIN DITCH CROSSING PLAN AND PROFILE SHEETS	
C05–01	PLAN AND PROFILE (STA. 0+00.00 TO STA. 1+20.00)
DRIVEWAY LAYOUT SHEETS	
C06–01	DRIVEWAY LAYOUT
C06–02	DRIVEWAY LAYOUT
C06–03	DRIVEWAY LAYOUT
C06–04	DRIVEWAY LAYOUT
C06–05	DRIVEWAY LAYOUT
C06–06	DRIVEWAY LAYOUT
C06–07	DRIVEWAY LAYOUT
DRAINAGE DETAIL SHEET	
C07–01	DRAINAGE DETAIL SHEET
C07–02	DRAINAGE DETAIL SHEET

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IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENT

SHEET LISTING INDEX

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ABBREVIATIONS

A	ASPHALT
ADR	ASPHALT DRIVE
APV	ASPHALT PAVEMENT
AVE	AVENUE
BM	BENCHMARK
BOC	BACK OF CURB
CONC.	CONCRETE
CONST.	CONSTRUCT
CL	CENTER LINE
CDR	CONCRETE DRIVE
CPV	CONCRETE PAVEMENT
CA	CALICHE
CADR	CALICHE DRIVE
CARD	CALICHE ROAD
CFN	CHAIN LINK FENCE
CI	CURB INLET
CLV	CULVERT
CP	CONTROL POINT
CPV	CONCRETE PAVEMENT
CR	CENTER OF ROAD
CRB	CURB
CSM	CABLE SPOT MARKING
D	DIRT
DR	DRIVE
DDR	DIRT DRIVE
DT	DITCH
DTB	DITCH BOTTOM
DTBB	DITCH BOTTOM OF BERM
DTE	DITCH EDGE
DTFL	DITCH FLOW LINE
DTT	DITCH TOP
DTTB	DITCH TOP OF BERM
DTTOE	DITCH TOE
EXIST.	EXISTING
ESMT.	EASEMENT
EBX	ELECTRIC BOX
EOCA	EDGE OF CALICHE
EOP	EDGE OF PAVEMENT
EW	EDGE OF WATER
EWL	END WALL
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FARM-TO-MARKET
FN	FENCE
FOC	FIBER OPTIC CABLE
FOCM	FIBER OPTIC CABLE MARKING
G	GRAVEL
GDR	GRAVEL DRIVE
GL	GAS LINE
GLMKR	GAS LINE MARKER
GLSM	GAS LINE SPOT MARKING
GM	GAS METER
GV	GAS VALVE
GW	GUY WIRE
HCDR	HIDALGO COUNTY DEED RECORDS
HCOR	HIDALGO COUNTY OFFICIAL RECORDS
HCMR	HIDALGO COUNTY MAP RECORDS
HCR	HANDICAP RAMP
HDW	HEADWALL
HWM	HIGH WATER MARK
IR	IRON ROD
IRS	IRON ROD SET
IGV	IRRIGATION GATE VALVE
IGW	IRRIGATION GATEWELL
ISP	IRRIGATION STAND PIPE
INV	INVERT
IV	IRRIGATION VENT
LT	LEFT
LOT	LOT CORNER
MB	MAIL BOX
MH	MANHOLE
MON	MONUMENT
N.T.S	NOT TO SCALE
NAIL	NAIL
NAWSC	NORTH ALAMO WATER SUPPLY CORPORATION
NG	NATURAL GROUND
OHE	OVERHEAD ELECTRIC LINE
PFL	PIPE FLOW LINE
PGL	PROPOSED GRADE LINE
PL	PROPERTY LINE
PP	POWER POLE
PROP	PROPOSED
PV	PAVEMENT
PVC	PVC PIPE
RT	RIGHT
RCP	REINFORCED CONCRETE PIPE
RIP	RIP-RAP
RD	ROAD
RM	REFERENCE MARKER
ROW	RIGHT-OF-WAY
RR	RAIL ROAD
RSD	ROAD SIDE DITCH
RW	RETAINING WALL
SBOT	SWALE BOTTOM
SDL	STORM DRAIN LINE
SEP	SEPTIC TANK COVER
SET	SAFETY-END TREATMENT
SP	SERVICE POLE
SPOL	SIGNAL POLE TRAFFIC
STOP	SWALE TOP
STA	STATION
SW	SIDEWALK
TELBX	TELEPHONE BOX
TBX	TRAFFIC CONTROL BOX
TMKR	TELEPHONE MARKER
TOA	TOP OF ASPHALT
TOC	TOP OF CURB
TOW	TOP OF WATER
TR	TREE
TRNS	TRANSFORMER
TSL	TRAFFIC SIGNAL LIGHT
TSM	TELEPHONE LINE SPOT MARKING
VA	VALVE
WB	WATER BIBB
WDFN	WOODEN FENCE
WFN	WIRE FENCE
WL	WATER LINE
WLSM	WATER LINE SPOT MARKING
WM	WATER METER
WP	WOODEN POST
WV	WATER VALVE
WWSM	WASTE WATER LINE SPOT MARKING
YD	YARD DRAIN

SYMBOLS

- Iron Pipe
- Iron Rod
- Tree
- Sign
- HL&P Tower
- Mhel (Manhole electric)
- Power pole
- Pptrn (Power Pole w/transformer)
- Guy (Down guy)
- Gas meter (Gm)
- Gv (Gas valve)
- Mhsn (Sanitary sewer manhole)
- Snco (Clean out)
- Culv (Culvert pipe)
- Grinl (Grate inlet)
- Mhst (Storm sewer manhole)
- Sgnstp (Stop sign)
- Trjb (Traffic junction box)
- Trlpl (Traffic light pole)
- Fh (Fire hydrant)
- Wm (Water meter)
- Wv (Water valve)
- Shrub
- Acap (Aluminum cap)
- Bdisk (Brass disk)
- Fnd IP (Iron Pipe found)
- Fnd IR (Iron Rod found)
- Nail
- Bm (Benchmark)
- Rowmkr (R.O.W. marker)
- Irr Box
- Irr standpipe
- Irr gate valve
- Grdpst (Guardrail post)
- Mailbox
- Stsgn (Street sign)
- Palm
- Catvbox (Cable Tv box)
- Ebox (Electrical box)
- Eltrn (Electrical transformer)
- Emkr (Electrical marker)
- Lp (Light Pole)
- Pplt (Power pole w/light)
- Pipe
- Gasreg (Gas regulator)
- Mhgs (Mahole Gas)
- Pipvnt (Pipe vent/stand pipe)
- Wvmkr (Water valve marker)
- Crbinl (Curb Inlet)
- Trlt (Traffic light)
- Trsgn (Traffic sign)
- Tsbox (Traffic signal box)
- Tsigpl (Traffic signal pole)
- Mhtel (Manhole telephone)
- Pbox (Telephone pedestal)
- Phmkr (Telephone marker)
- Tlbox (Telephone box)
- Tljnc (Telephone junction box)
- Tlpol (Telephone pole)
- Spkhd (Sprinkler head)
- Wtrwell (Water well)
- Water Bibb
- Cps (Cotton Picker Spindle)

LEGEND

- WATER PIPE
- SANITARY SEWER PIPE
- STORM DRAIN PIPE
- IRRIGATION PIPE
- TELEPHONE LINE
- FIBER OPTIC CABLE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- WOOD FENCE
- HOG-WIRE FENCE
- CHAINLINK FENCE
- RIGHT-OF-WAY LINE

NOTE:
THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES

UTILITY COMPANY:	CONTACT PERSON:	PHONE:
DIG-TESS		800-DIG-TESS
A.E.P.	Carmen Morales	956-283-2369
MAGIC VALLEY	Bryan Acosta	956-289-4040
TIME WARNER COMMUNICATION	Rick Pupek	956-412-5458
ATT SWBT	Lucy Salinas	956-630-8261
HIDALGO COUNTY DRAINAGE DISTRICT #1	Noe Saldivar	956-292-7080
NORTH ALAMO WATER SUPPLY CORPORATION	Lucy Leal	956-383-1619
HIDALGO COUNTY IRRIGATION DISTRICT #2	Bert Wessling	956-787-1422
DONNA IRRIGATION DISTRICT	Nora Zapata'	956-464-3641
TEXAS GAS SERVICE	Mike Martinez	956-444-3926
SPECTA ENERGY (TEXAS EASTERN CORP.)	Freddy Pattalan	956-607-6255

QUANTITY ABBREVIATIONS

AC	ACRE
CF	CUBIC FEET
CY	CUBIC YARD(S)
EA	EACH
LF	LINEAR FEET
LS	LUMP SUM
SF	SQUARE FEET
SY	SQUARE YARD(S)

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IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

SYMBOLS, LEGENDS, & ABBREVIATIONS

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GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 1 AND HIDALGO COUNTY IRRIGGATION DISTRICT No. 2.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 787-1422 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).
5. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION OF ANY CONFLICTING UTILITIES.
8. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
9. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
10. THE CONTRACTOR SHALL AT ALL TIME PROVIDE ACCESS TO EXISTING RESIDENCES.
11. THE CONTRACTOR IS TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY OR STATE.
12. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED, AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
13. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
14. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
15. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
16. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
17. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
18. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.
21. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
22. COUNTY WILL PROVIDE CALICHE MATERIAL AND CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER AND ROADWAY. BASE AND SUB GRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 3.0%.
23. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
24. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.
25. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.
26. EXISTING ROAD SECTION TO BE EXCAVATED AND STOCKPILED. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE) AND SALVAGE CALICHE SHALL BE TREATED WITH TWO (2) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. TREATED SALVAGE MATERIAL SHALL BE USED IN THE BOTTOM HALF OF THE PROPOSED ROAD. 8 IN. BASE SHALL HAVE A MINIMUM OF 4 IN. NEW CLAICHE AT THE TOP; THE REMAINING BOTTOM HALF SHALL BE ENTIRELY TREATED SALVAGE MATERIAL OR A COMBINATION OF TREATED SALVAGE MATERIAL AND NEW CALICHE. THE BASE SECTION SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY. IF APPLICABLE, ANY EXCESS SALVAGE MATERIAL CAN BE TREATED AND USED AS SUB-GRADE TO ATTAIN THE PROPOSED CROSS SECTION OF THE ROAD. THE SUB-GRADE OF THE PROPOSED ROAD WILL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY AND GRADED TO THE CROSS-SLOPE AS PER THE PROPOSED ROAD CROSS-SECTION DETAILS. THE EXCAVATION, COMPACTION AND GRADING FOR THE DIFFERENCE BETWEEN THE PROPOSED AND EXISTING ROAD SECTIONS SHALL BE SUBSIDIARY TO THE UNIT BID PRICES FOR THE EXCAVATION, STOCKPILING AND WORKING OF THE EXISTING ROAD SECTION (SEE CORE REPORT FOR THE THICKNESS OF THE EXISTING PAVEMENT SECTION).
27. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12. THE GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

TYPE D GRADE 6

SIEVE No.	PERCENT RETAINED
2	0
½	20-60
4	40-75
40	75-85

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IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

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GENERAL NOTES (CONT):

28. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT NO 1. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT NO 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS, IMMEDIATELY UPON THEIR REMOVAL, IS REQUIRED. ALL SIGNING, BARRICADING AND TRAFFIC CONTROL SHALL CONFORM TO 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 WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSED.

30. PERMANENT PAVEMENT MARKINGS FOR THIS PROJECT 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 COUNTY POLICY. THE ROADWAY WILL BE RE-STRIPED AT NO ADDITIONAL COMPENSATION.

31. THE BEADS USED ON THIS PROJECT SHALL MEET THE REQUIREMENTS OF TxDOT 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.

32. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW ANY REQUIREMENTS AND TO ENSURE QUALITY WORK.

33. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN ON ALL STREET AND ROAD CROSSINGS FOR APPROVAL BY HIDALGO COUNTY PRECINCT No. 1 AND PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, TxDOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. THE CONTRACTOR SHALL INSTALL THE APPROPRIATE ALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE APRONS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

35. THE CONTRACTOR SHALL INSURE A 6 IN. MINIMUM COVER FOR CULVERTS. THE RELAYING OF PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR ROADSIDE DITCH GRADING OF THE PROJECT.

36. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS AS PER PROPOSED CONDITIONS STATED IN THE DRIVEWAY LAYOUT.

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PLANNING ADMINISTRATOR

COMMISSIONER
A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

GENERAL NOTES (CONT.)

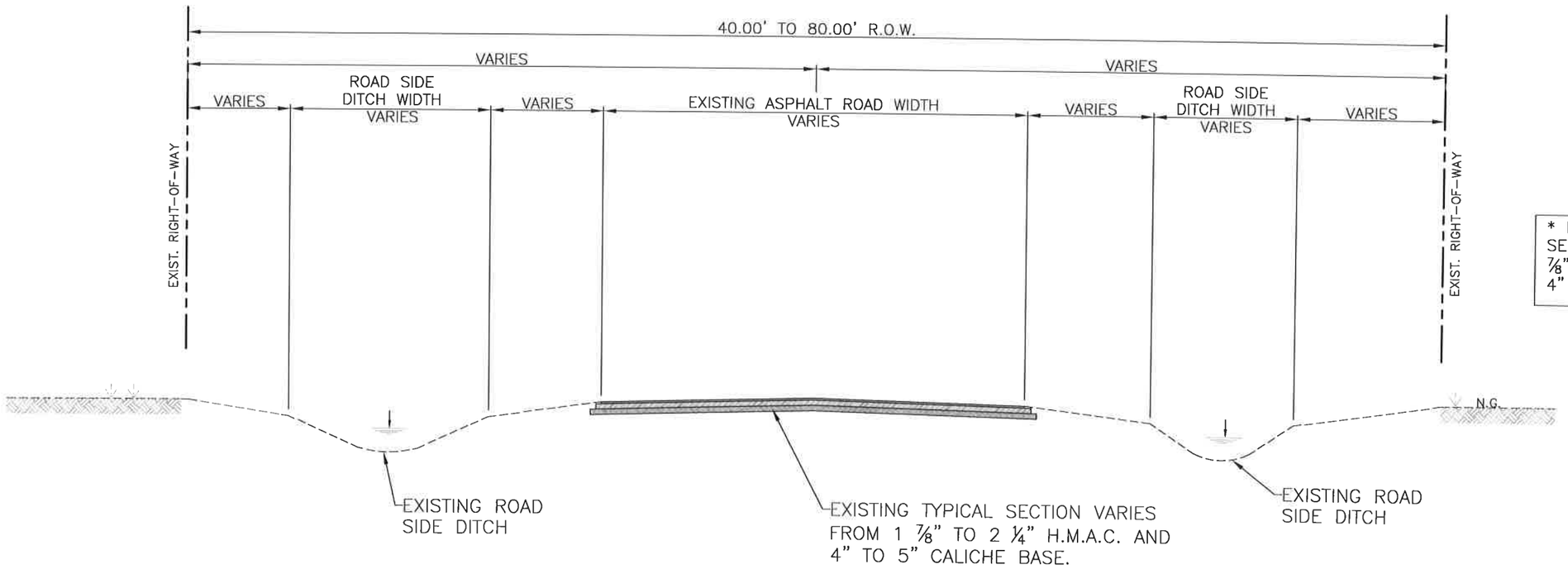
STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

RAUL E. SESIN- P.E. No. 86374

SCALE: N.T.S.
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: G01-05

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\GENERAL NOTES.dwg
Layout Tab: GENERAL NOTES (2) Date: 06/21/2014 Time: 10:21:07 AM
Plotted by: areanna.yzaguirre



* EXISTING TYPICAL SECION VARIES FROM 1 7/8" TO 2 1/4" H.M.A.C. AND 4" TO 5" CALICHE BASE.

EXISTING SIOUX ROAD CROSS SECTION STA. 0+00 TO STA. 79+45.32

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EXISTING ROAD
CROSS SECTIONS

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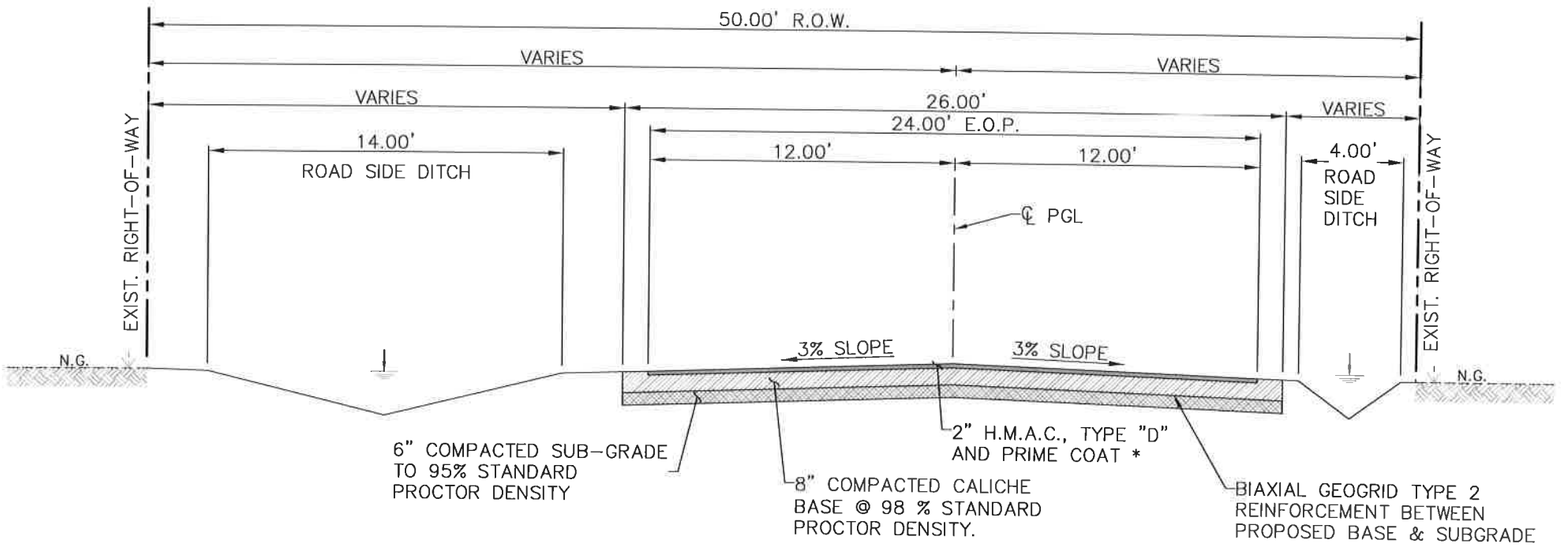
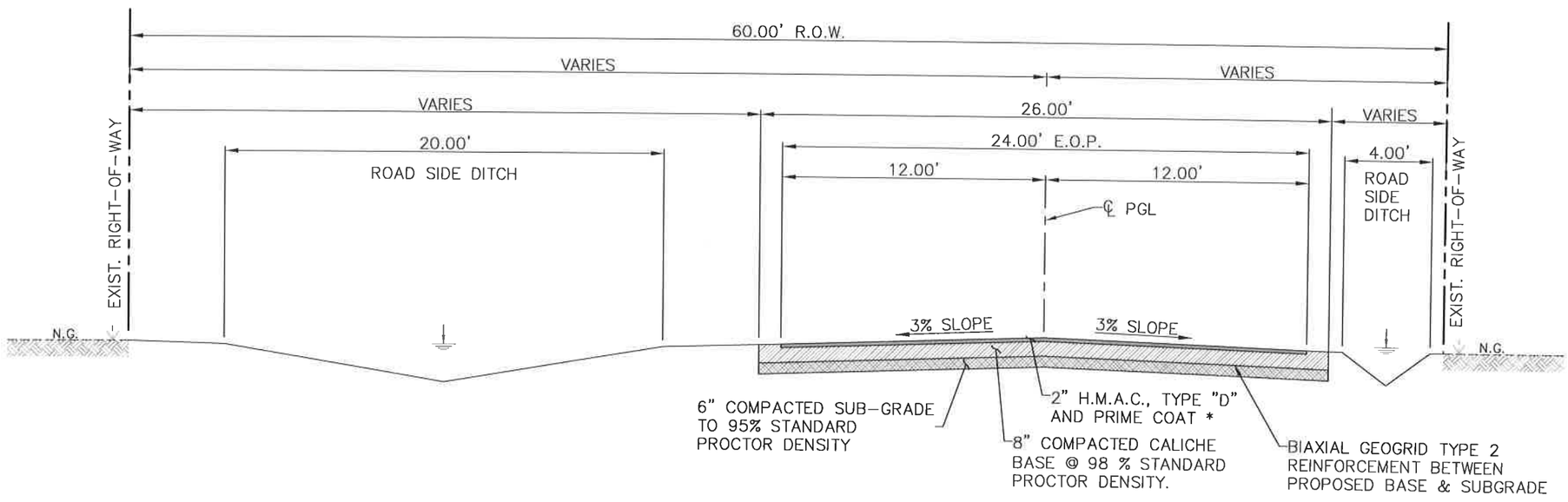
SCALE:	NOT TO SCALE
DRAWN BY:	
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C01-01

Drawings: J:\PCT 1\Sioux Rd. from Tower to Edwards Way\street cross section.dwg Plotted by: juan.avila
Layout Tab: Exist. Cross Section Date: 09/17/2014 Time: 08:49:28 AM



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 0+00.00 TO STA. 13+07.13



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 13+07.13 TO STA. 16+37.12

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PROPOSED ROAD
CROSS SECTIONS

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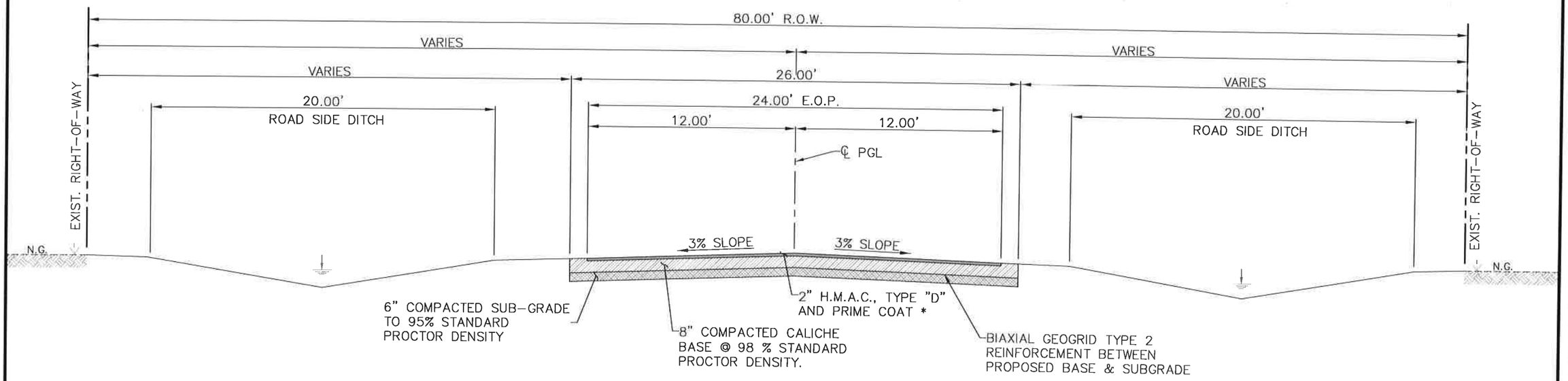
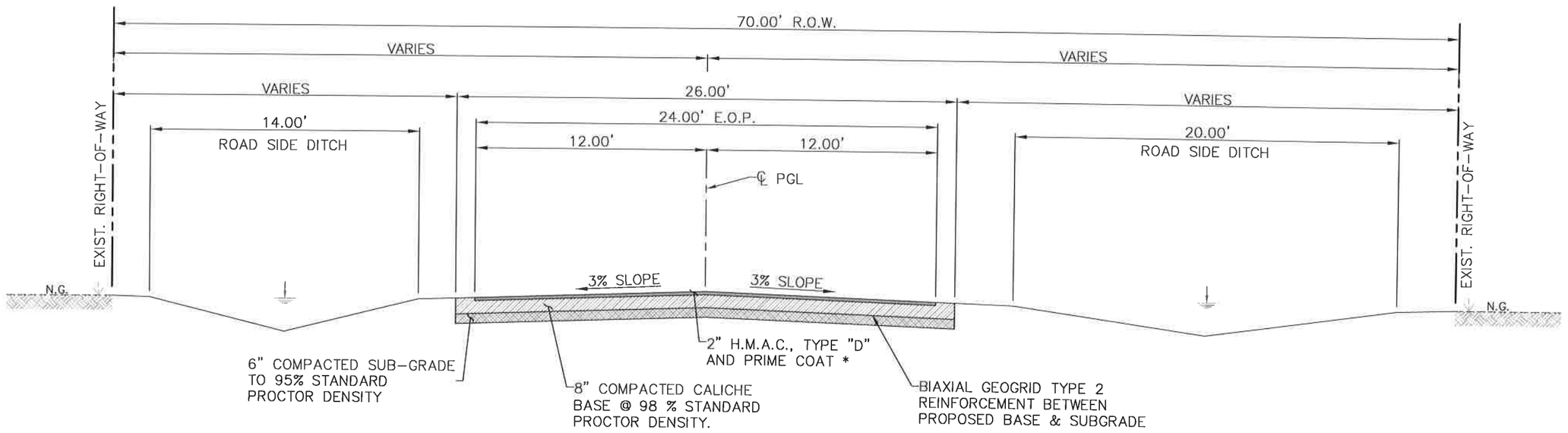
SCALE:	NOT TO SCALE
DRAWN BY:	
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C02-01

Drawing: J:\PDF 1\Sioux Rd from Tower to Valverde\Xing\street cross section.dwg) Plotted by: juan.avila
Layout Tab: CROSS SECTIONS Date: 09/17/2014 Time: 08:49:30 AM



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 16+37.12 TO STA. 19+67.13



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 19+67.13 TO STA. 22+97.11

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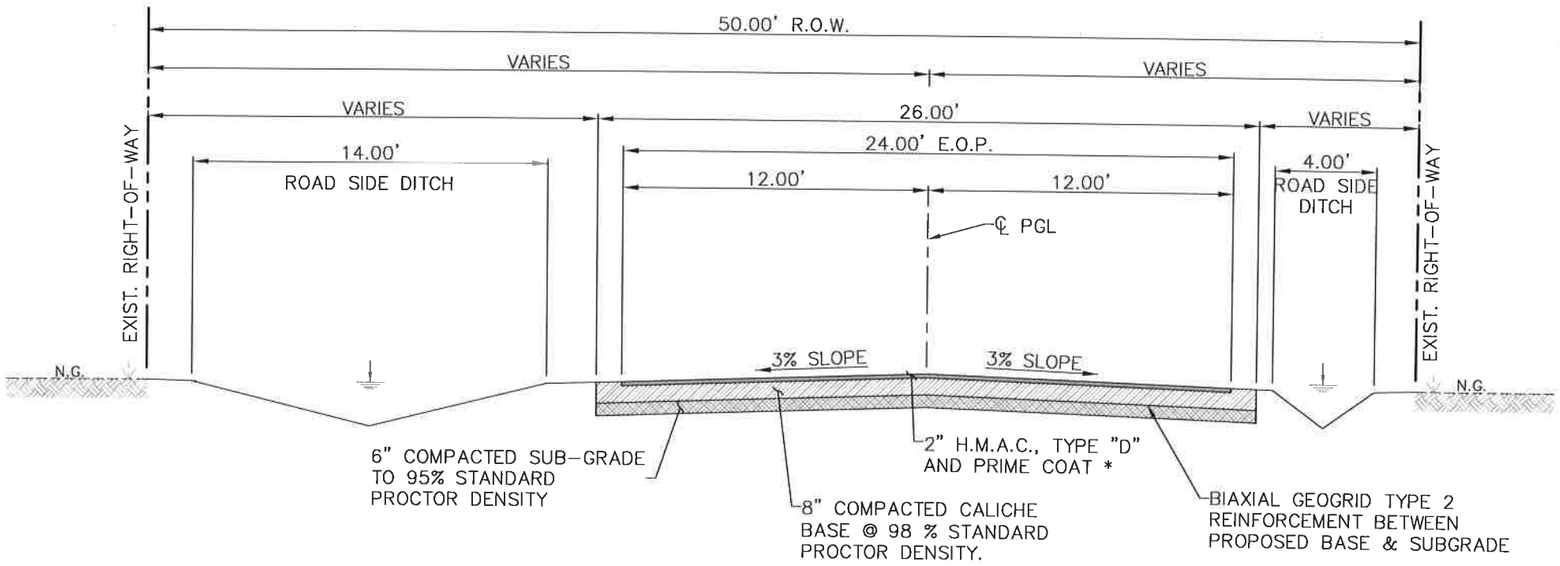
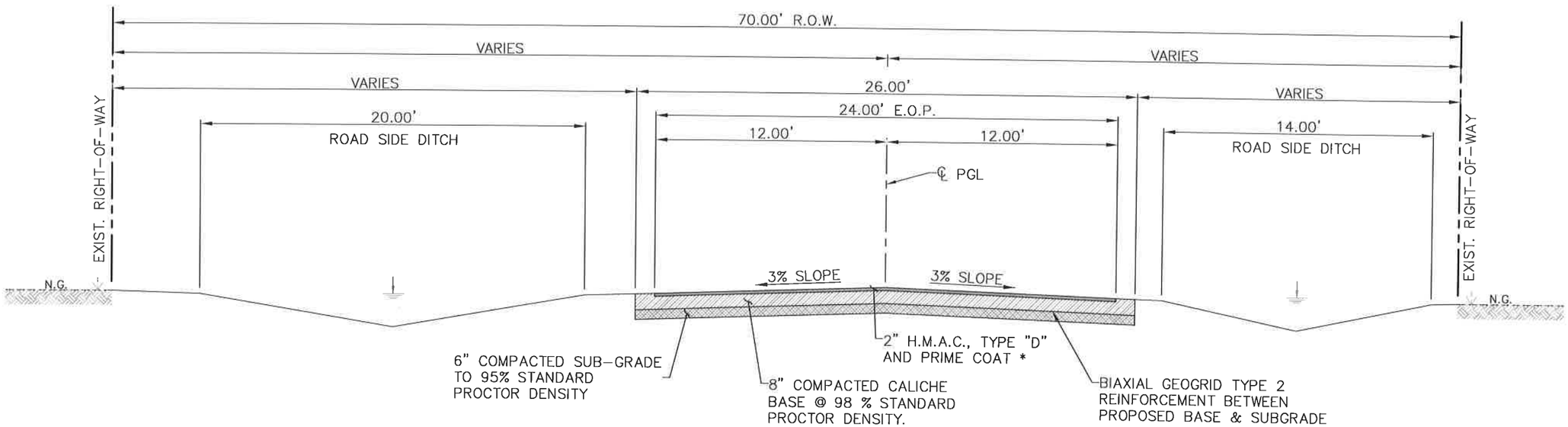
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C02-02

Drawing: J:\PCT 1\Sioux Rd. from Tower to Ware\Eng\street cross section.dwg Plotted by: juan.avila
Layout Tab: CROSS SECTIONS (2) Date: 09/17/2014 Time: 08:49:35 AM



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 22+97.11 TO STA. 32+87.12



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 32+87.12 TO STA. 34+52.12

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SCALE: NOT TO SCALE
DRAWN BY:
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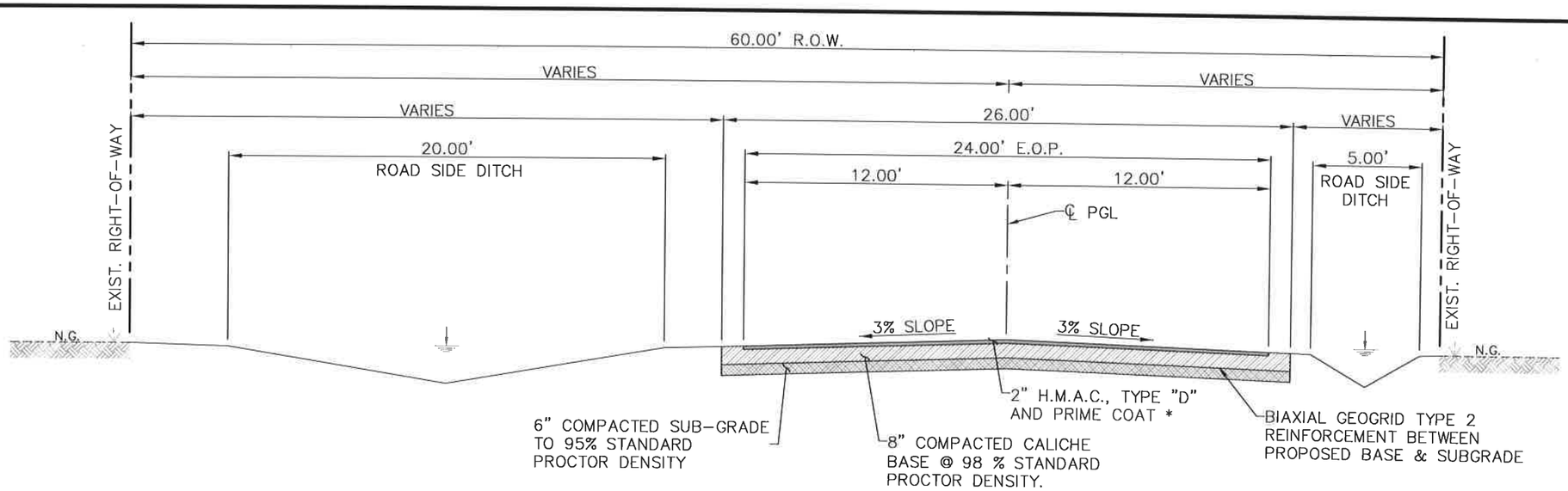
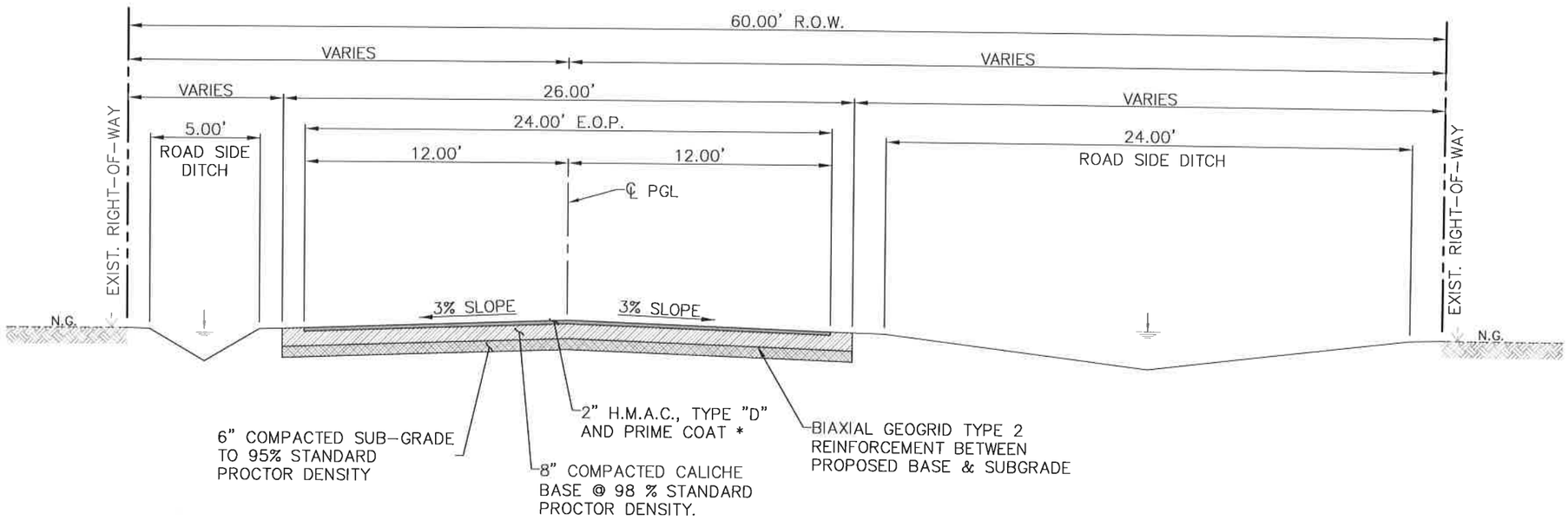
TOPO BY: EDGAR I.
SHEET: C02-03

Drawing: I:\PCT 1\Sioux Rd\ From Tower to Valverde\eng\street cross section.dwg Plotted by: juan.avila
Layout Tab: CROSS SECTIONS (5) Date: 09/17/2014 Time: 08:49:40 AM



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 34+52.12 TO STA. 36+17.11



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 36+17.11 TO STA. 39+47.13

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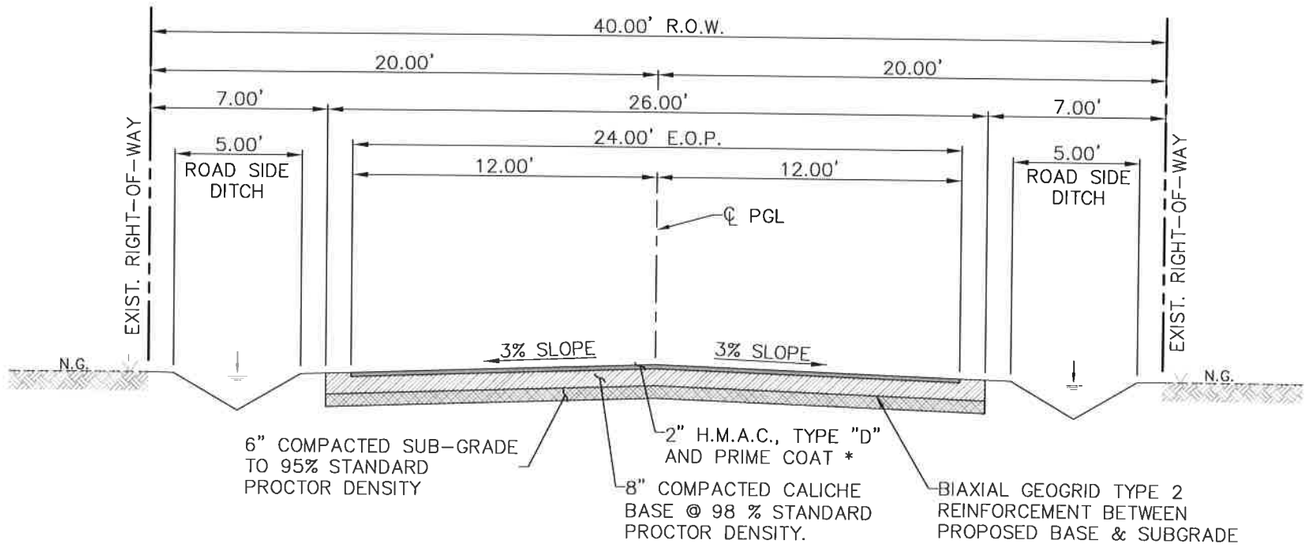
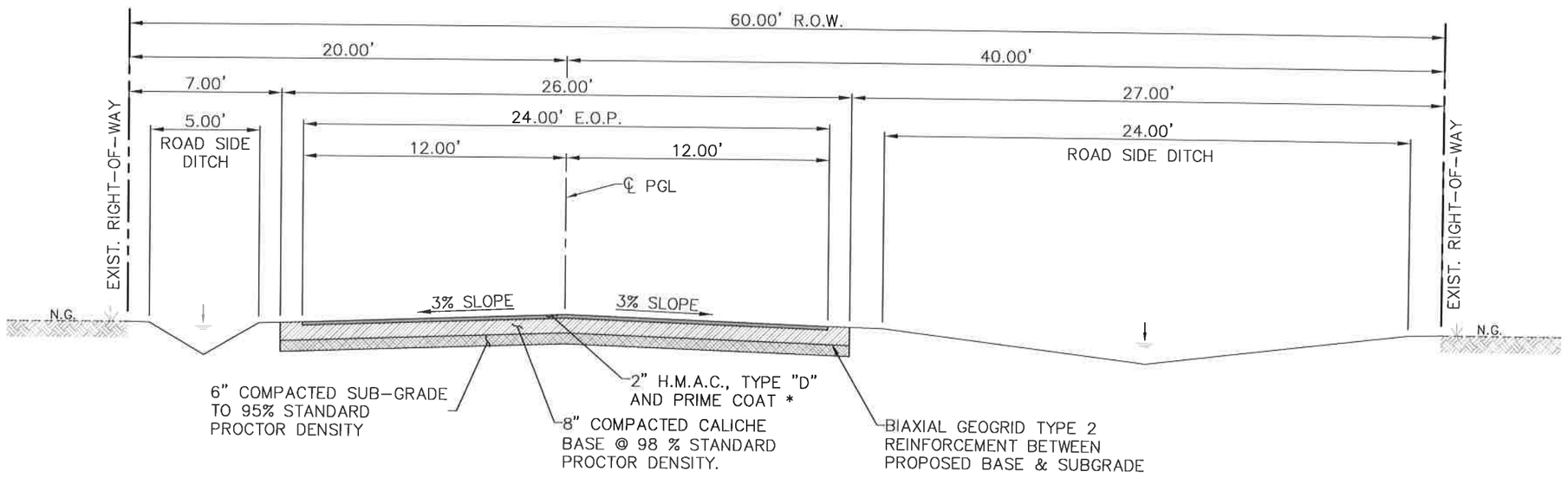
SCALE: NOT TO SCALE
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C02-04

Drawing: J:\PCT 1\Sioux Rd From Tower to Valverde\eng\street cross section.dwg) Plotted by: juan.avila
Layout Tab: CROSS SECTIONS (4) Date: 09/17/2014 Time: 08:49:45 AM



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 39+47.13 TO STA. 45+97.12



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 45+97.12 TO STA. 54+59.73

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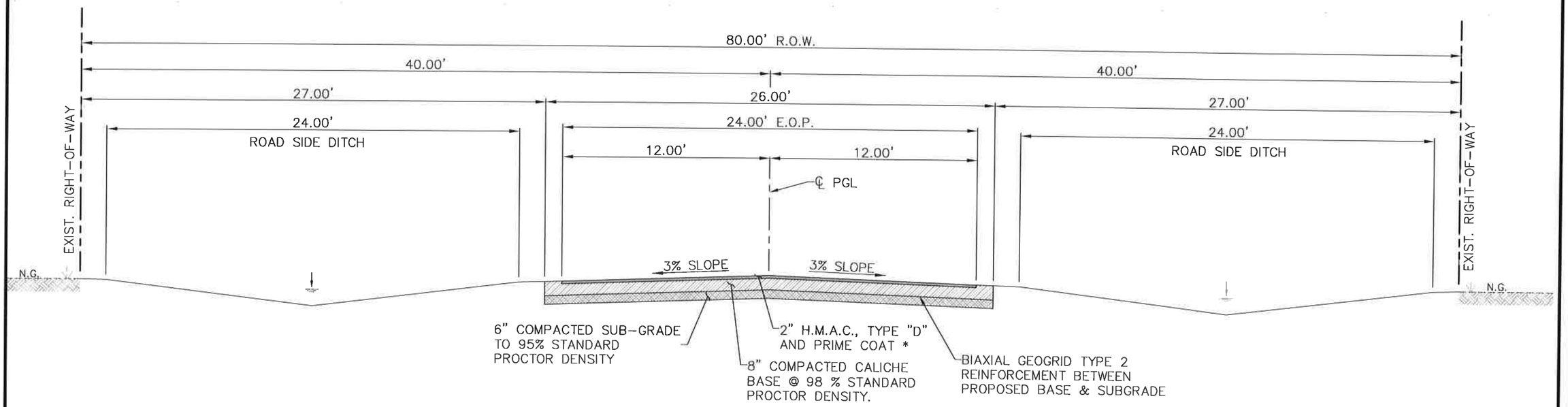
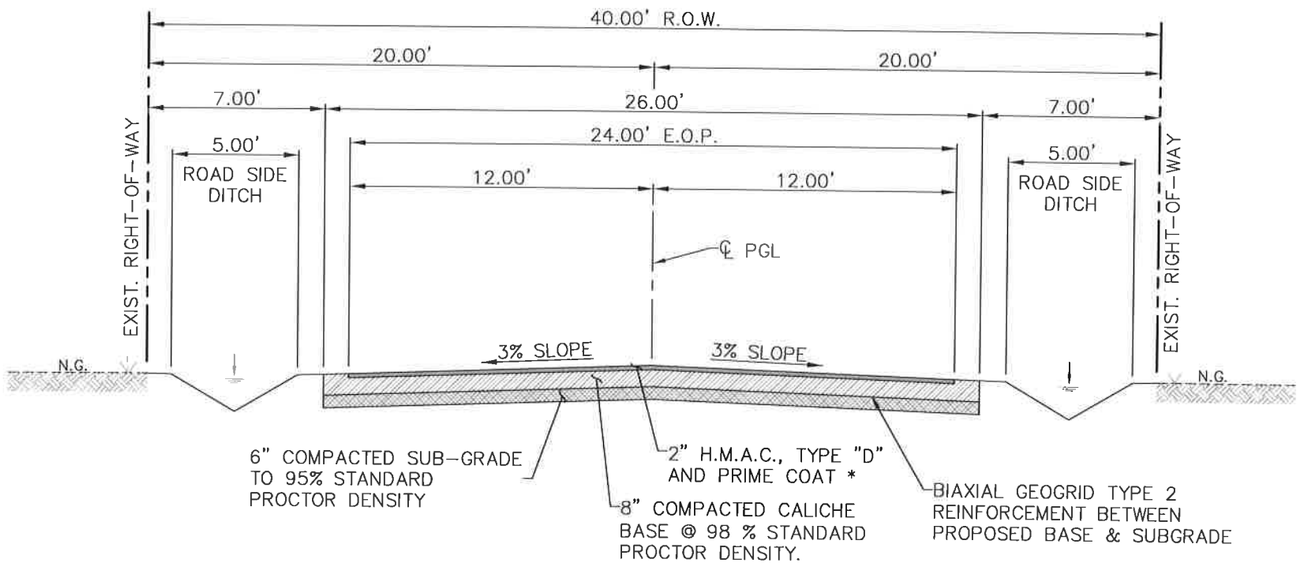
SCALE:	NOT TO SCALE
DRAWN BY:	
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C02-05

Drawings: J:\PCT 1\Sioux Rd. (SR) Tower Rd. (TR)\Drawings\eng\streets cross section.dwg\ Layout: "Tab: CROSS SECTIONS (2)" Date: 09/17/2014 Time: 08:48:50 AM Plotted by: juan.avila



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 54+59.73 TO STA. 67+04.73



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 67+04.73 TO STA. 68+54.73

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SCALE: NOT TO SCALE
DRAWN BY:
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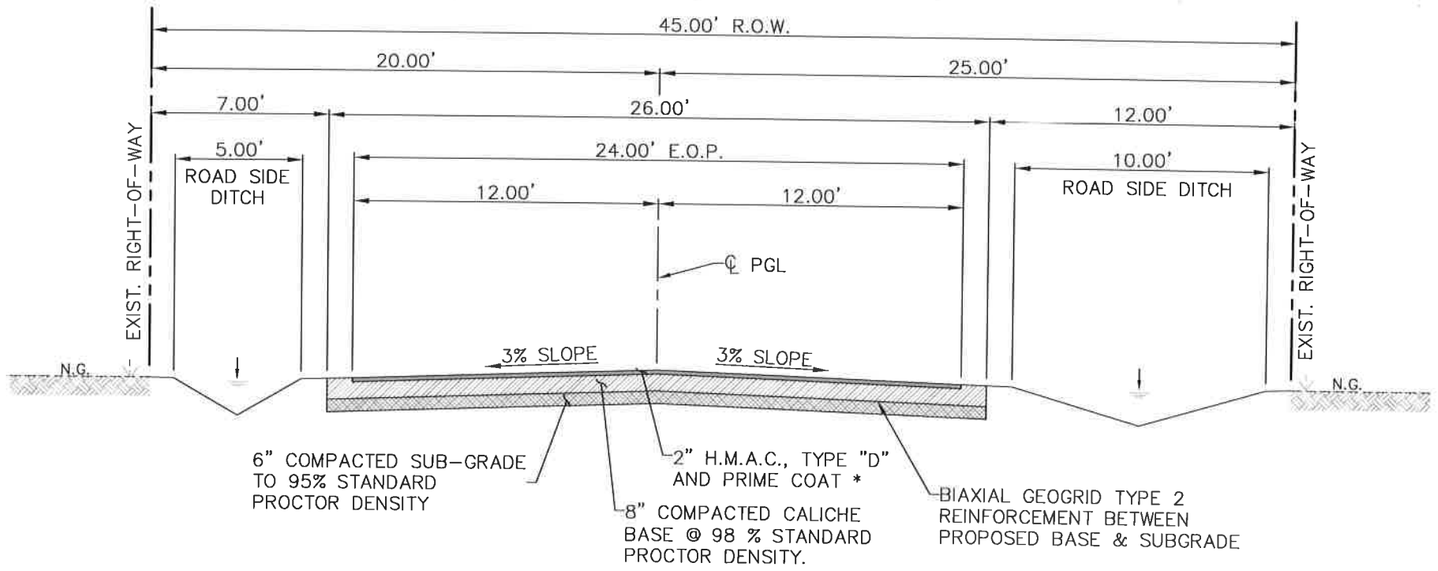
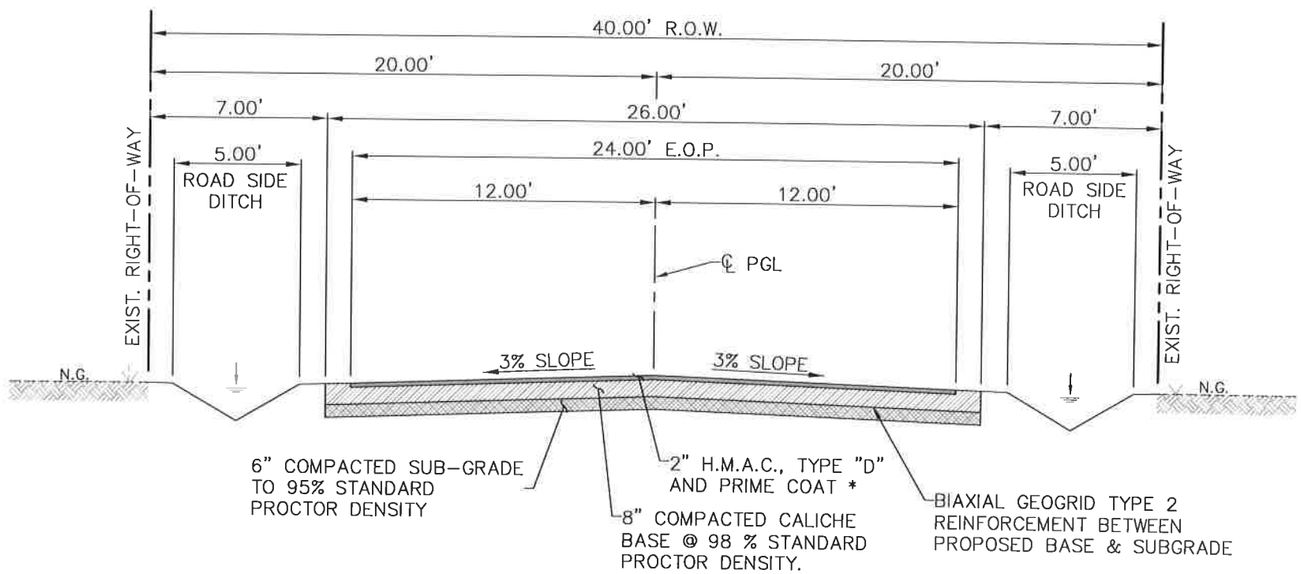
TOPO BY: EDGAR I.
SHEET: C02-06

Drawing: L:\PCT 1\Sioux Rd 4 from Tower to Valverde\dwg\street cross section.dwg) Date: 09/17/2014 Time: 08:49:55 AM Plotted by: juan.avila
Layout Tab: CROSS SECTIONS (6)



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 68+54.73 TO STA. 74+39.73



PROPOSED SIOUX ROAD
CROSS SECTION
STA. 74+39.73 TO STA. 79+45.32

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PROPOSED ROAD
CROSS SECTIONS

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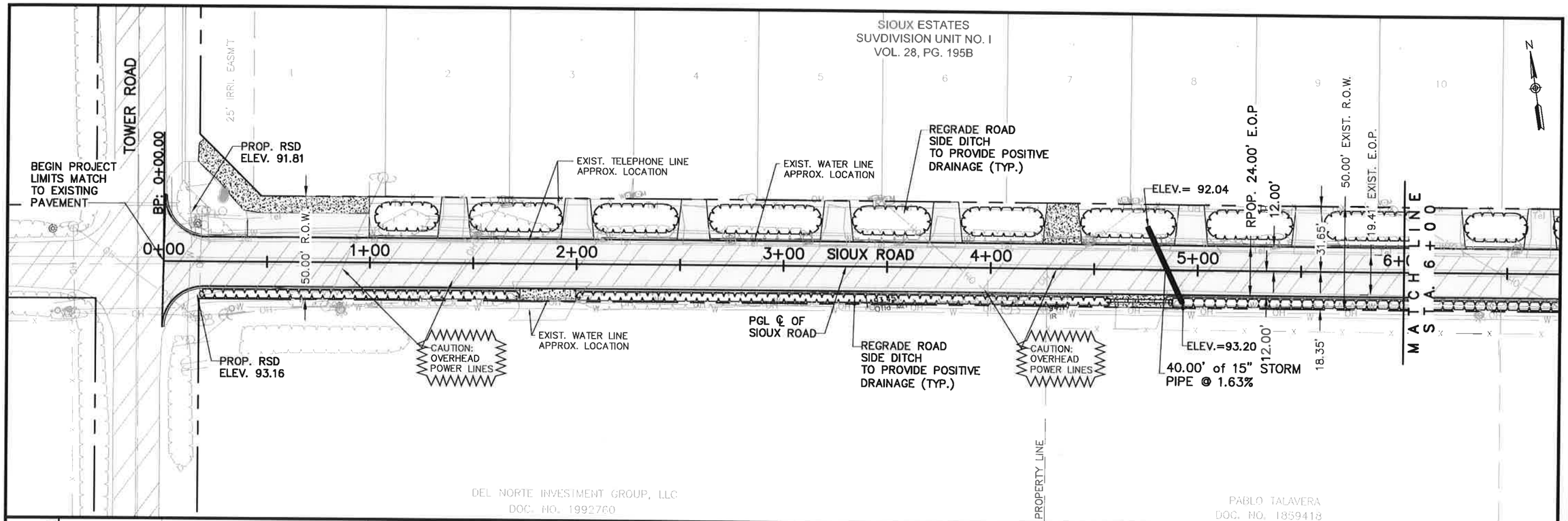
TOPO BY: EDGAR I.
SHEET: C02-07

Drawing: J:\PGT 1\Sioux Rd\ from Tower to Yolanda\eng\street cross section.dwg Plotted by: juan.avila
Layout Tab: CROSS SECTIONS (7) Date: 09/17/2014 Time: 08:50:00 AM



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SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 0+00 - STA. 6+00

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SCALE: H:1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-01

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sto 0-6.dwg) Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 08:57:16 AM

SIOUX ESTATES
SUVDIVISION UNIT NO. I
VOL. 28, PG. 195B

MATCH LINE STA. 6+00

EXIST. WATER LINE APPROX. LOCATION

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

EXIST. TELEPHONE LINE APPROX. LOCATION

ELEV.= 92.28

50.00' EXIST. R.O.W.

31.40'

12.00' PROP. 24.00' E.O.P.

19.23' EXIST. E.O.P.

MATCH LINE STA. 12+00

SIOUX ROAD

CAUTION: OVERHEAD POWER LINES

EXIST. WATER LINE APPROX. LOCATION

PGL ℄ OF SIOUX ROAD

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

32.00' of 15" STORM PIPE @ 3.37%

ELEV.=94.26

CAUTION: OVERHEAD POWER LINES

18.60'

12.00'

PROPERTY LINE

EZEQUIEL CASANOVA DE LA ROSA
& ELVIA YEPES ROJAS
DOC. NO. 2432711

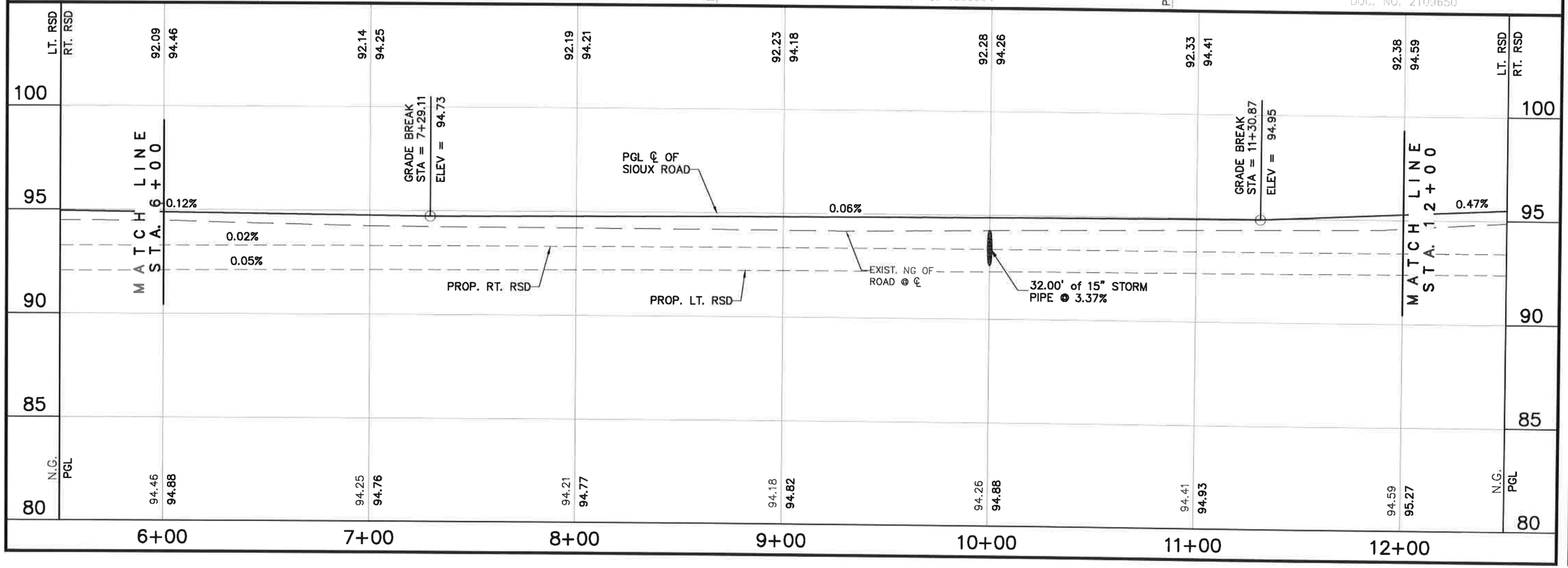
PROPERTY LINE

JUAN A. ESPINOZA
& YVONNE L. ESPINOZA
DOC. NO. 1553351

PROPERTY LINE

ROBERTO MONSIVAIS
& VERONICA CONTRERAS
DOC. NO. 2109650

LO TALAVERA
NO. 1859418



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
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RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA.6+00 - STA. 12+00

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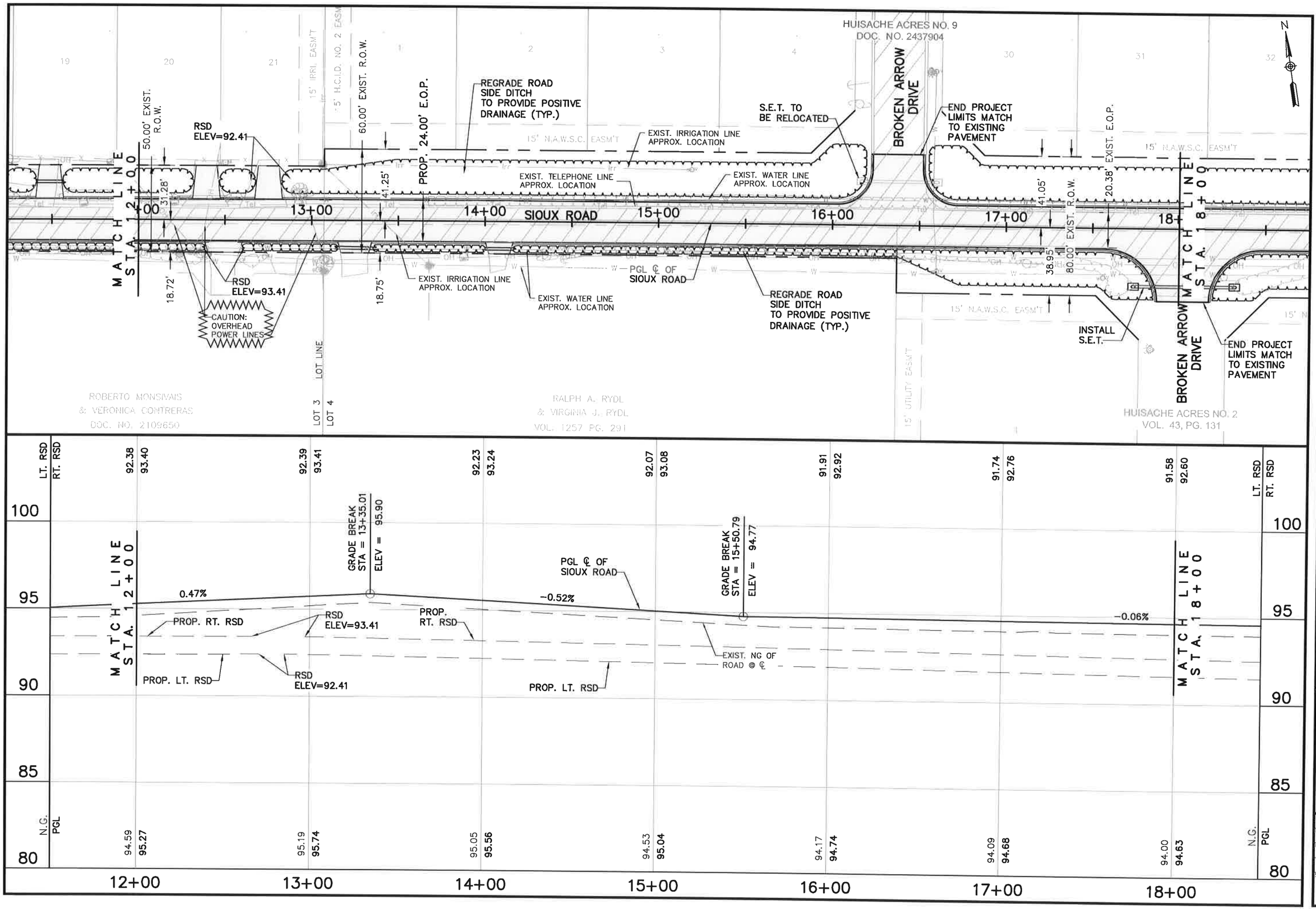
SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03–02

Drawing: I:\PCT 1\Sioux Rd. from Tower to Valverde\Long\Sta 6-12.dwg Plotted by: juan.ovilo
Layout Tab: Layout1 Date: 09/17/2014 Time: 08:58:37 AM



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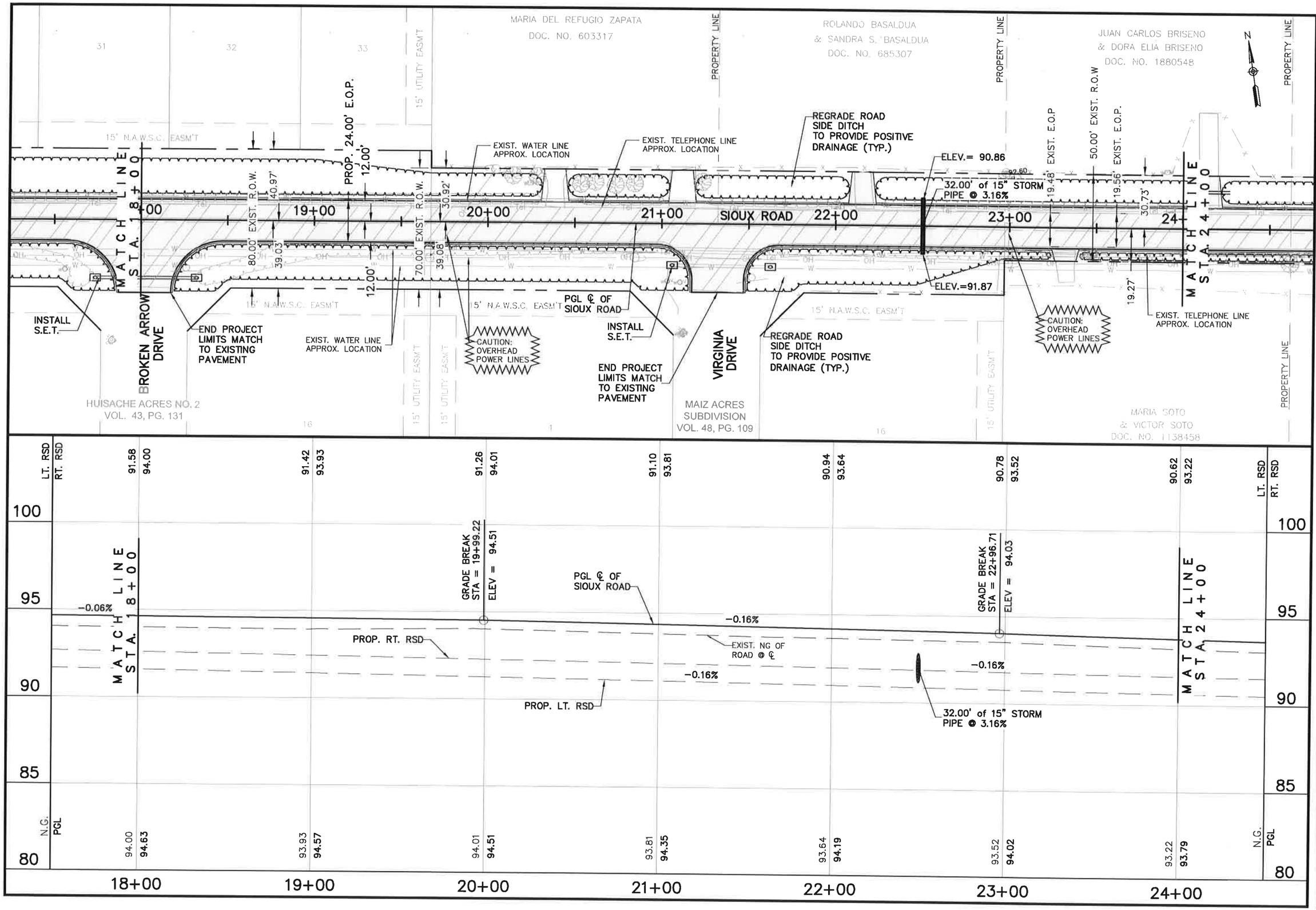
SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-03

Drawing: L:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sio 12-18.dwg) Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 08:59:40 AM



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SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 18+00 - STA. 24+00

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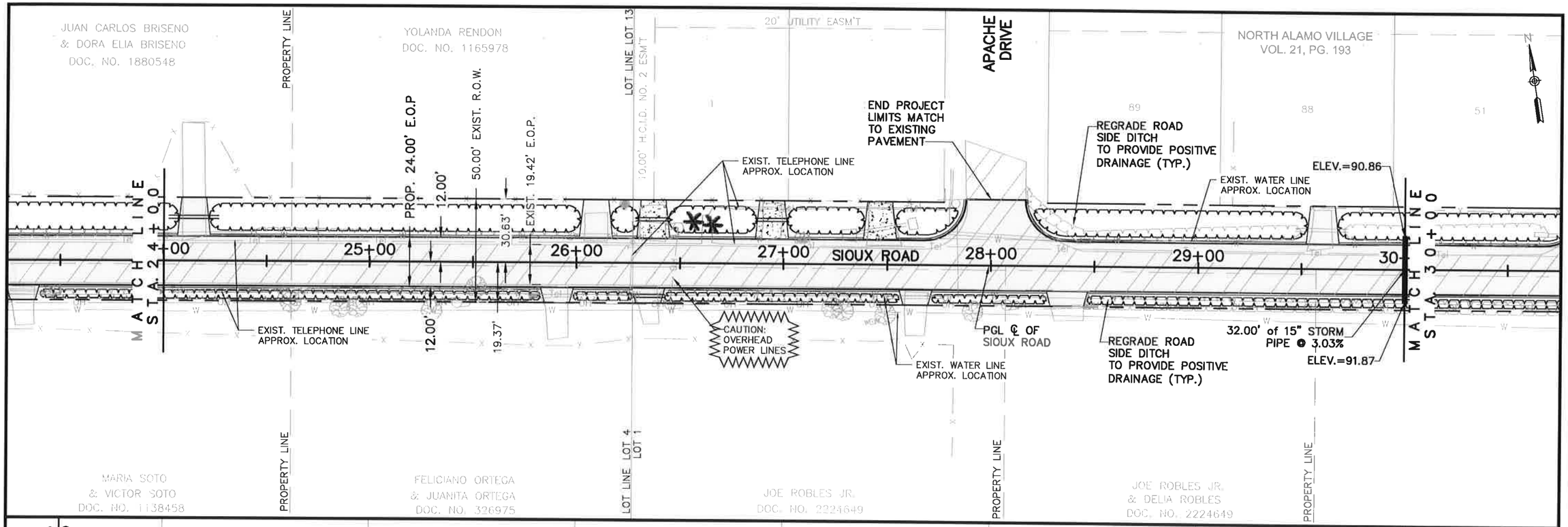
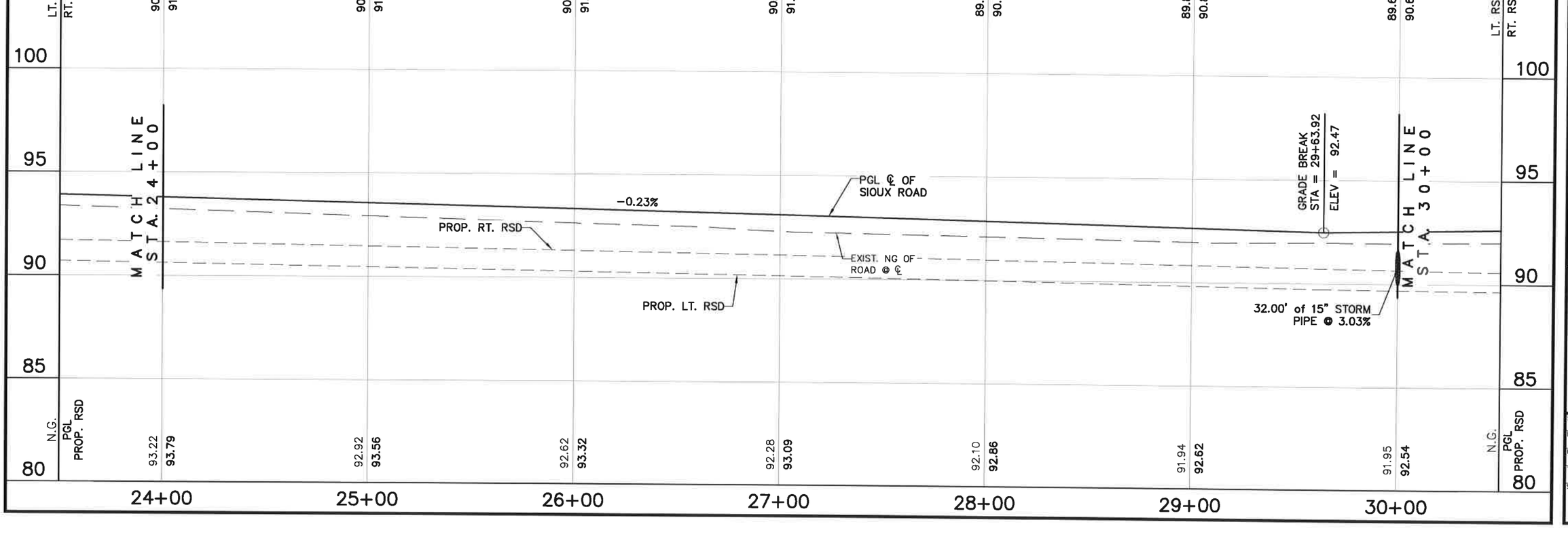
SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-04

Drawing: J:\PCT 1\Sioux Rd from Tower to Valverde\dwg\Sbb 18-24.dwg Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 09:01:07 AM





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A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 24+00 - STA. 30+00

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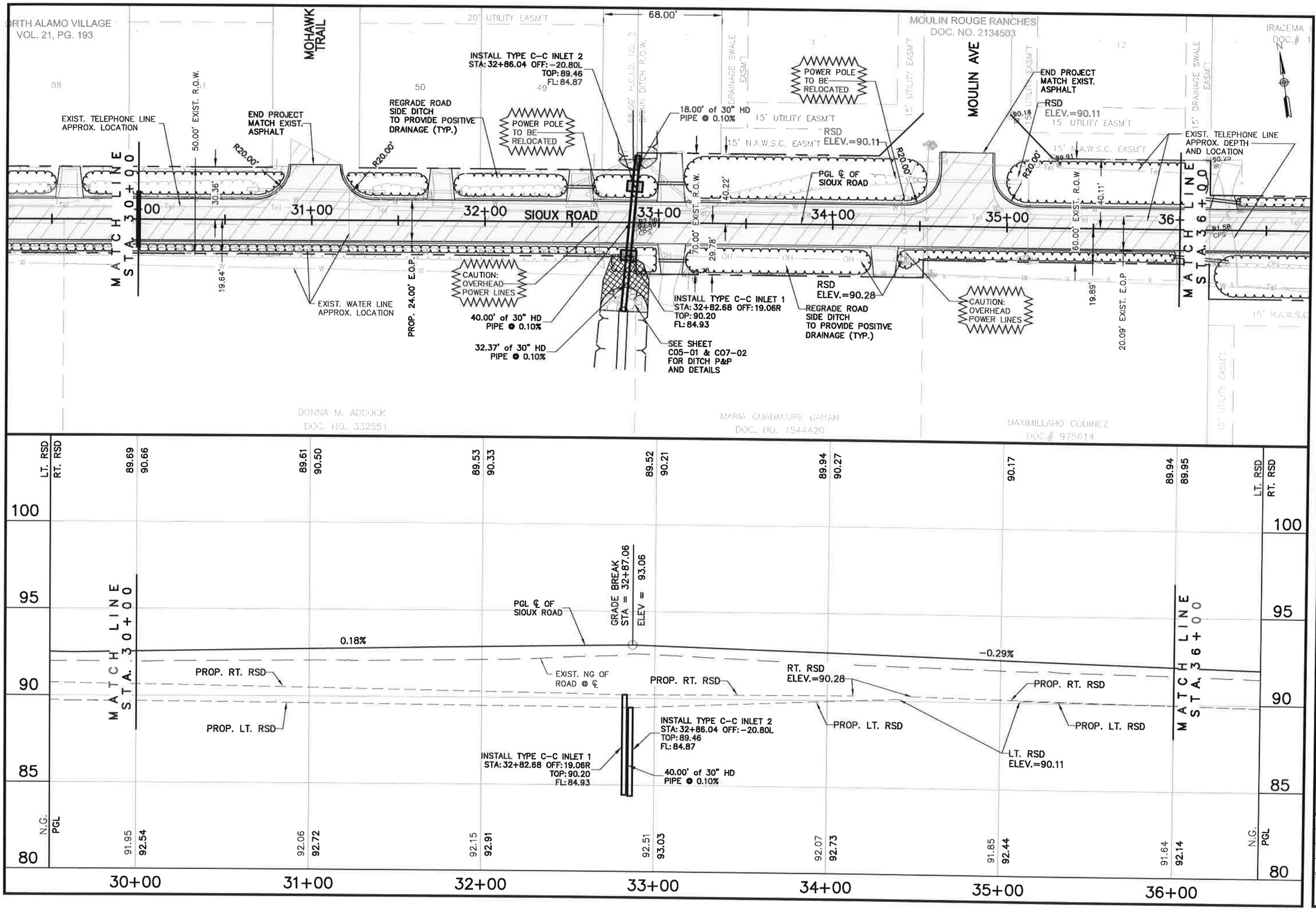
SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-05

Drawing: N:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sio 24-30.dwg) Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 08:54:49 AM



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HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 30+00 - STA. 36+00

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SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-06

Drawing: L:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sio 30-36.dwg Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 08:55:42 AM

IRACEMA GEORGE
DOC.# 1220854

IRACEMA GEORGE
DOC.# 1220852

GILBERTO GONZALEZ
DOC.# 1013

LORENZO GONZALES JR
DOC.# 6948

MIGUEL GONZALEZ
DOC.# 1965462

12

15' DRAINAGE SWALE EASM'T

15' UTILITY EASM'T

15' N.A.W.S.C. EASM'T

PROPERTY LINE

60.00' EXIST. R.O.W.

20.00'

PROP. 24.00' E.O.P.

CAUTION: OVERHEAD POWER LINES

EXIST. TELEPHONE LINE APPROX. LOCATION

EXIST. WATER LINE APPROX. LOCATION

PI: 38+97.12

CAUTION: OVERHEAD POWER LINES TO BE RELOCATED

LOT 16

LOT 15

40.00' EXIST. R.O.W.

20.00'

PI: 39+97.12

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

CAUTION: OVERHEAD POWER LINES TO BE RELOCATED

19.50' EXIST. E.O.P

MATCH LINE STA. 36+00

36+00

37+00

38+00

SIOUX ROAD

39+00

40+00

41+00

42+00

MATCH LINE STA. 42+00

90.91 IR

90.25 IR

91.58 CPS

91.16 CPS

91.66 CPS

40.00'

R20.00'

R20.00'

90.38 IR

91.35 IR

PGL ℄ OF SIOUX ROAD

20.00'

EXIST. TELEPHONE LINE APPROX. LOCATION

END PROJECT LIMITS MATCH TO EXISTING PAVEMENT

MARIPOSA DR.

RELOCATE CULVERT PIPE INSTALL S.E.T.

EXIST. WATER LINE APPROX. LOCATION

CAUTION: OVERHEAD POWER LINES

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

CAUTION: OVERHEAD POWER LINES

15' N.A.W.S.C. EASM'T

15' UTILITY EASM'T

15' H.C.I.D. NO. EASM'T

MAIZ ACRES NO. 2
SUBDIVISION
VOL. 51, PG. 10

PROPERTY LINE

ANO GODINEZ
975614

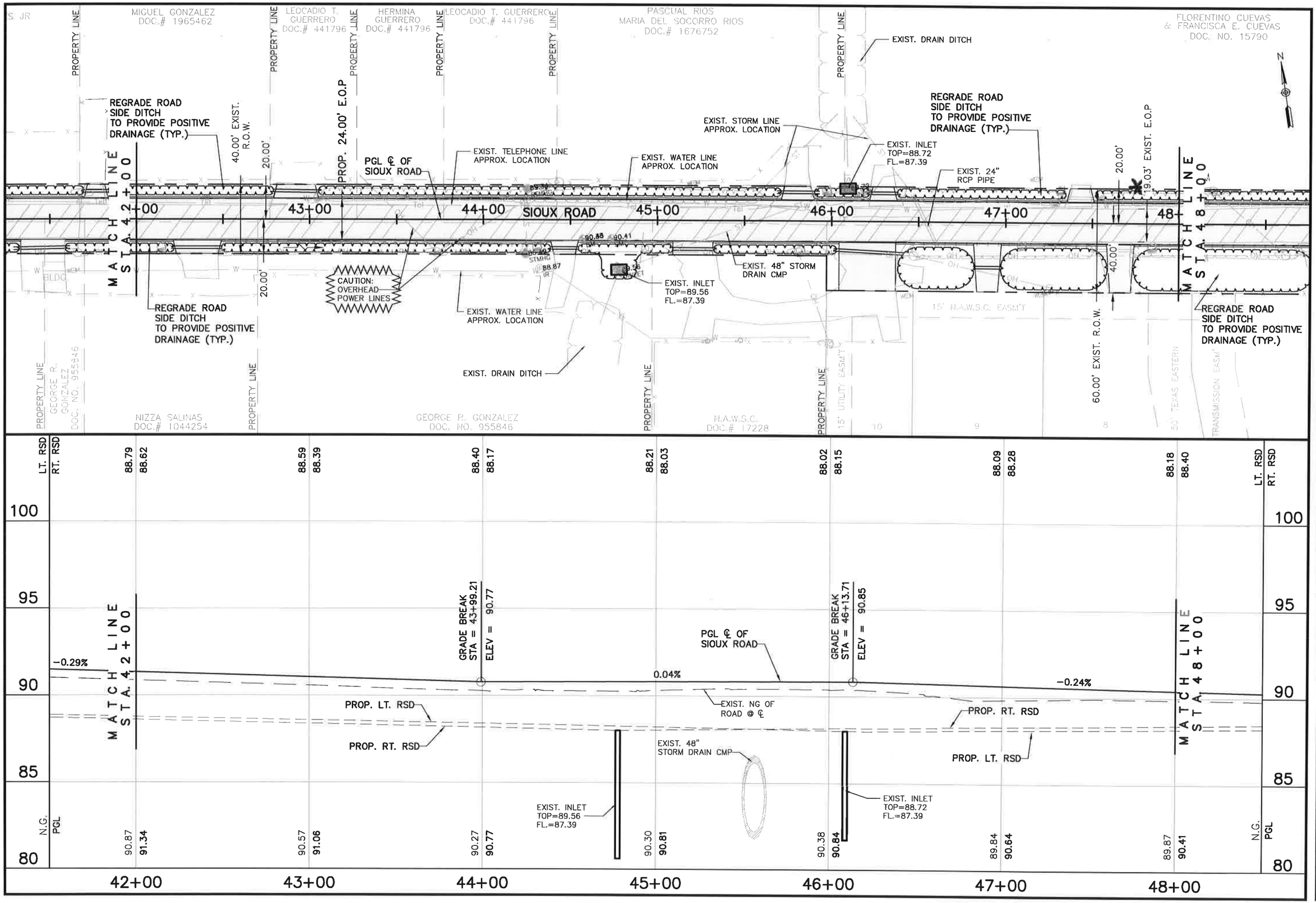
JORGE GONZALEZ
DOC.# 982386

GREGORIO GONZALEZ
DOC.# 1044255

GEORGE R. GONZALEZ
DOC. NO 955846

NIZZA SALINAS
DOC.# 1044254

| | LT. RSD | RT. RSD | | |



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HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 42+00 - STA. 48+00

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SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-08

Drawing: R:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sta 42-48.dwg) Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 09:44:19 AM

FLORENTINO CUEVAS
& FRANCISCA E. CUEVAS
DOC. NO. 15790

VETERANS LAND BOARD
OF THE STATE OF TEXAS
VOL 2491 PG 914

JUAN CORTEZ
MARIA GUADALUPE CORTEZ
DOC. NO. 1297537

CAUTION: GAS LINE

CAUTION: OVERHEAD POWER LINES

EXIST. WATER LINE APPROX. LOCATION

60.00' EXIST. R.O.W

PROP. 24.00' E.O.P.

20.00'

PROPERTY LINE

PGL ℄ OF SIOUX ROAD

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

19.80' EXIST. E.O.P

10' UTILITY EASMT

MATCH LINE STA. 48+00

MATCH LINE STA. 54+00

48+00 | 49+00 | 50+00 | 51+00 | SIOUX ROAD | 52+00 | 53+00 | 54+00

40.00

15' N.A.W.S.C. EASM'T

CAUTION: OVERHEAD POWER LINES TO BE RELOCATED

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

50' TEXAS EASTERN TRANSMISSION EASM'T

15' UTILITY EASM'T

CHARLOTTE
SUBDIVISION
VOL. 54, PG 39

BORDER RD

	LT. RSD	RT. RSD												
	88.18	88.40	88.31	88.54	88.51	88.70	88.72	88.87	88.92	89.03	89.13	89.19	89.33	89.35
N.G.	89.87	90.41	89.79	90.29	89.92	90.43	90.06	90.57	90.19	90.73	90.20	91.01	90.55	91.29
PGL														

GRADE BREAK STA = 48+68.55
ELEV = 90.24

GRADE BREAK STA = 51+90.12
ELEV = 90.70

PGL ℄ OF SIOUX ROAD

0.14%

0.28%

PROP. RT. RSD

PROP. LT. RSD

EXIST. NG OF ROAD @ ℄

100 | 95 | 90 | 85 | 80

48+00 | 49+00 | 50+00 | 51+00 | 52+00 | 53+00 | 54+00

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
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HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 48+00 - STA. 54+00

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SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-09

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sio 48-54.dwg) Plotted by: juan.avila
Layout: Tab: Layout1 Date: 09/17/2014 Time: 10:11:17 AM

JUAN CORTEZ
MARIA GUADALUPE CORTEZ
DOC. NO. 1297537

SIOUX ROAD
SUBDIVISION PHASE I
VOL. 29, PG. 176B

MAYAN SUBDIVISION
PHASE II
VOL. 35, PG. 26

CAUTION: OVERHEAD POWER LINES

EXIST. WATERLINE APPROX. LOCATION

60.00' EXIST. R.O.W

20.00'

10' UTILITY EASM'T

15' N.A.W.S.C. EASM'T

MATCH LINE STA. 54+00

END PROJECT LIMITS MATCH TO EXISTING PAVEMENT

PUEBLO ROAD

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

EXIST. E.O.P

PGL OF SIOUX ROAD

CAUTION: OVERHEAD POWER LINES

MATCH LINE STA. 60+00

ELEV.= 89.50

32.00' of 15" STORM PIPE @ -0.16%

R20.00'

40.00'

EXIST. R.O.W

80.00'

54+00 55+00 56+00 57+00 SIOUX ROAD 58+00 59+00 60+00

R30.00'

BORDER RD

ELEV.=89.45

INSTALL 48 L.F OF 15" TGRCP W/ S.E.T.

PROP. 24.00' E.O.P

EXIST. WATERLINE APPROX. LOCATION

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

N

	54+00	55+00	56+00	57+00	58+00	59+00	60+00
LT. RSD	89.33	89.50	89.61	89.73	89.84	89.96	90.07
RT. RSD	89.35	89.50	89.61	89.73	89.84	89.96	90.07
N.G.	90.55	90.95	90.93	90.97	91.00	91.12	91.26
PGL	91.29	91.46	91.48	91.50	91.52	91.65	91.83

GRADE BREAK STA = 54+59.73
ELEV = 91.45

GRADE BREAK STA = 58+29.42
ELEV = 91.52

MATCH LINE STA. 54+00

MATCH LINE STA. 60+00

PGL ℄ OF SIOUX ROAD

0.02%

PROP. RT. RSD

PROP. LT. RSD

EXIST. NG OF ROAD @ ℄

32.00' of 15" STORM PIPE @ -0.16%

100 95 90 85 80

54+00 55+00 56+00 57+00 58+00 59+00 60+00

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SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 54+00 - STA. 60+00

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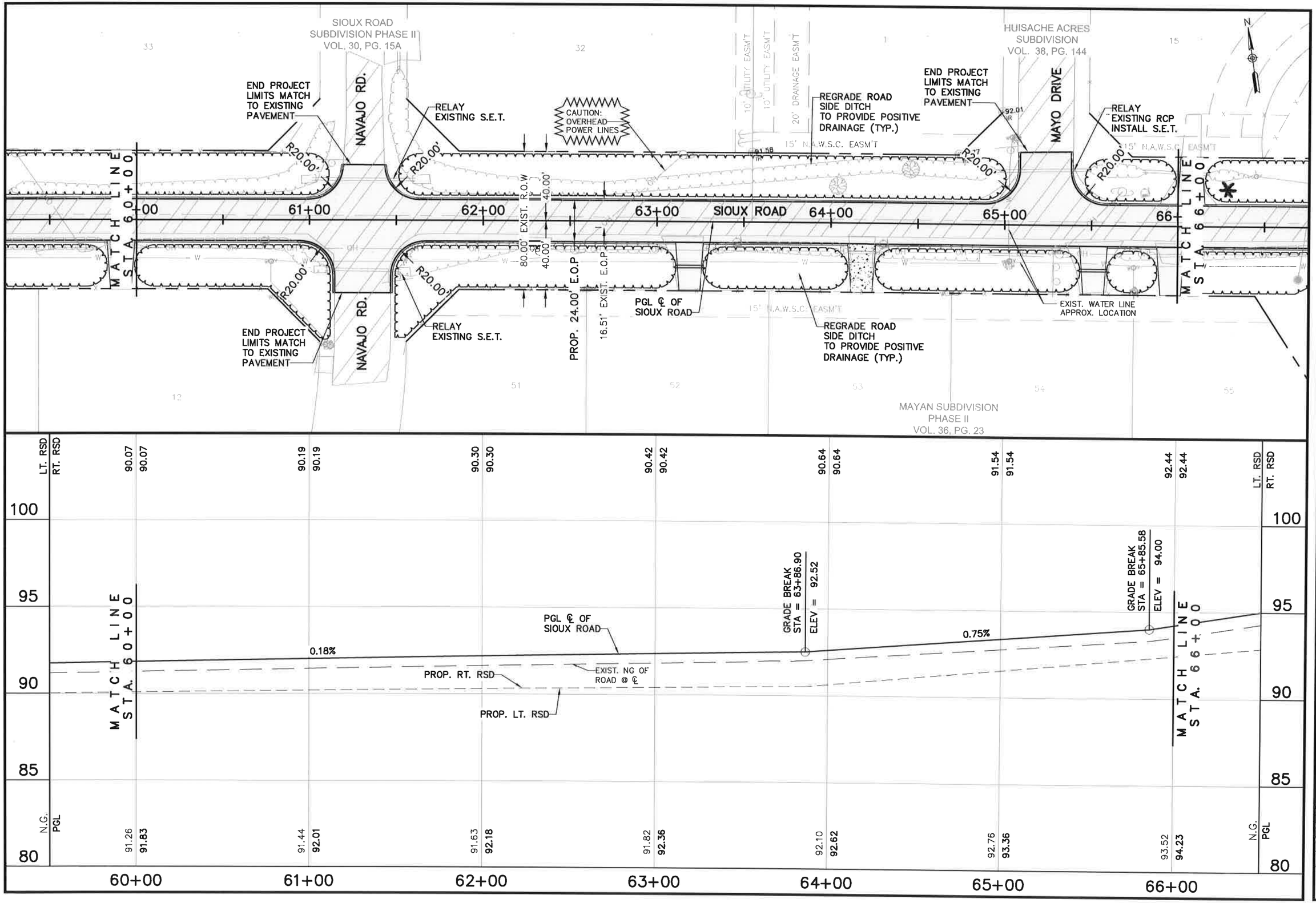
SCALE: H: 1"=50' / V: 1:=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-10

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sio 54-60.dwg) Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 10:40:30 AM



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HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 60+00 - STA. 66+00

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SCALE:	H: 1"=50' / V: 1"=5'
DRAWN BY:	
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C03–11

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sta 60-66.dwg Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 01:20:43 PM

E ACRES
VISION
PG. 144

DONNA IRRIGATION DISTRICT
NO. 1 CANAL R.O.W
VOL. 103, PG. 592 H.C.D.R.

KATHLEEN B. GARFIELD
DOC. NO. 1807359

MAYO DRIVE

EXIST. DRAIN DITCH

EXIST. CANAL

FL=82.48

EXIST. DRAIN DITCH

120.00' of 36" HP PIPE @ 0.10%

EXIST. IRRIGATION LINE APPROX. LOCATION (TO BE FIELD VERIFIED)

UNABLE TO DETERMINE EXIST. PIPE SIZE

EXIST. IRRIGATION LINE APPROX. LOCATION (TO BE FIELD VERIFIED)

45.00' EXIST. R.O.W.

20.34' EXIST. E.O.P

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

15' N.A.W.S.C. EASM'T

RSD ELEV.=94.24

UNABLE TO DETERMINE EXIST. PIPE SIZE

RSD ELEV.=92.83

MATCH LINE STA. 66+00

MATCH LINE STA. 72+00

66+00 | 67+00 | 68+00 | 69+00 | SIOUX ROAD | 70+00 | 71+00 | 72+00

80.00'
40.00'
20.00'
25.00'

UNABLE TO DETERMINE EXIST. PIPE SIZE

RSD ELEV.=94.24

RSD ELEV.=92.83

40.00' EXIST. R.O.W

PROP. 24.00' E.O.P

SEE SHEET C05-02 & C07-02 FOR DITCH P&P AND DETAILS

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

EXIST. 8" WATERLINE APPROX. LOCATION

PGL ℄ OF SIOUX ROAD

R20.00'

WHITE EAGLE ROAD

END PROJECT LIMITS MATCH TO EXISTING PAVEMENT

EXIST. DRAIN DITCH

23.73'

FL=82.60

EXIST. CANAL

EXIST. DRAIN DITCH

20' DRAINAGE EASM'T

10' UTILITY EASM'T

DONNA IRRIGATION DISTRICT
NO. 1 CANAL R.O.W
VOL. 103, PG. 592 H.C.D.R.

PASTOS VERDES
SUBDIVISION
VOL.53, PG. 181

LT. RSD 92.44 | RT. RSD 92.44
93.34 | 93.34
94.24 | 94.24
91.74 | 91.74
91.02 | 90.92
90.83 | 90.57

GRADE BREAK STA = 67+79.71 ELEV = 97.05

GRADE BREAK STA = 70+39.89 ELEV = 92.63

1.57%

-1.70%

2.27%

PROP. RT. RSD

PROP. LT. RSD

RSD ELEV.=94.24

UNABLE TO DETERMINE EXIST. PIPE SIZE

RSD ELEV.=92.83

INSTALL 120 LF. OF 36" HP PIPE

EXIST. NG OF ROAD @ ℄

PROP. LT. RSD

PROP. RT. RSD

UNABLE TO DETERMINE EXIST. PIPE SIZE

N.G. PGL

100 | 95 | 90 | 85 | 80

66+00 | 67+00 | 68+00 | 69+00 | 70+00 | 71+00 | 72+00

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COMMISSIONER
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HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 66+00 - STA. 72+00

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SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-12

Drawing: L:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sta 66-72.dwg) Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 02:25:17 PM

KATHLEEN B. GARFIELD
DOC. NO. 1807359

BLDG.

N

MATCH LINE STA. 72+00

WHITE EAGLE ROAD

45.00' EXIST. R.O.W.
20.00'
PROP. 24.00' E.O.P
40.00' EXIST. R.O.W.
20.00'
25.00'
20.00'

72+00 73+00 74+00 75+00 SIOUX ROAD 76+00 77+00 78+00

EXIST. 22.17' E.O.P

MATCH LINE STA 78+00

RELAY EXISTING S.E.T.

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

EXIST. WATERLINE APPROX. LOCATION

REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE (TYP.)

PGL ℄ OF SIOUX ROAD

CAUTION: OVERHEAD POWER LINES TO BE RELOCATED

92.38
92.05 BOC
92.59 IR
93.33 IR
93.82 IR
93.90 IR

15' N.A.W.S.C. EASM'T

24

10' UTILITY EASM'T

20' DRAINAGE EASM'T

PASTOS VERDES SUBDIVISION
VOL.53, PG. 181

HARRY L. FLORES
VOL. 2315, PG. 828,

BLDG.

BLDG.

BLDG.

	LT. RSD	RT. RSD												
	90.83	90.57	90.64	90.22	90.46	89.86	90.27	89.51	90.08	89.16	89.89	88.81	89.70	88.45
N.G.	91.60	92.20	91.37	91.93	91.07	91.67	90.91	91.42	90.57	91.17	90.56	90.92	90.48	90.67
PGL														

100
95
90
85
80

MATCH LINE STA. 72+00

-0.27%

GRADE BREAK
STA = 73+89.09
ELEV = 91.70

PROP. LT. RSD

PROP. RT. RSD

PGL ℄ OF SIOUX ROAD

-0.25%

EXIST. NG OF ROAD @ ℄

MATCH LINE STA 78+00

72+00 73+00 74+00 75+00 76+00 77+00 78+00

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 72+00 - STA. 78+00

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SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C03-13

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Sio 72-78.dwg Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 02:36:16 PM

KATHLEEN B. GARFIELD
DOC. NO. 1807359

HARRY L. FLORES
VOL. 2315, PG. 828,

BLDG.

EXIST. FIBER OPTIC CABEL APPROX. LOCATION

EXIST. WATERLINE APPROX. LOCATION

VAL VERDE ROAD (F.M. 1423)

80.09 CPS

CAUTION: OVERHEAD POWER LINES

RSD ELEV.=89.51

REGRADE ROAD SIDE DITCH

32.00' of 15" STORM PIPE @ -1.84%

EP: 79+45.32

MATCH LINE STA. 76+00

40.00' R.O.W.

20.00'

20.75' EXIST. E.O.P

PROP. 24.00' E.O.P.

76+00 77+00 78+00 SIOUX ROAD 79+00 79+45

END PROJECT LIMITS MATCH TO EXISTING PAVEMENT

20.00'

EXIST. WATERLINE APPROX. LOCATION

CAUTION: OVERHEAD POWER LINES TO BE RELOCATED

REGRADE ROAD SIDE DITCH

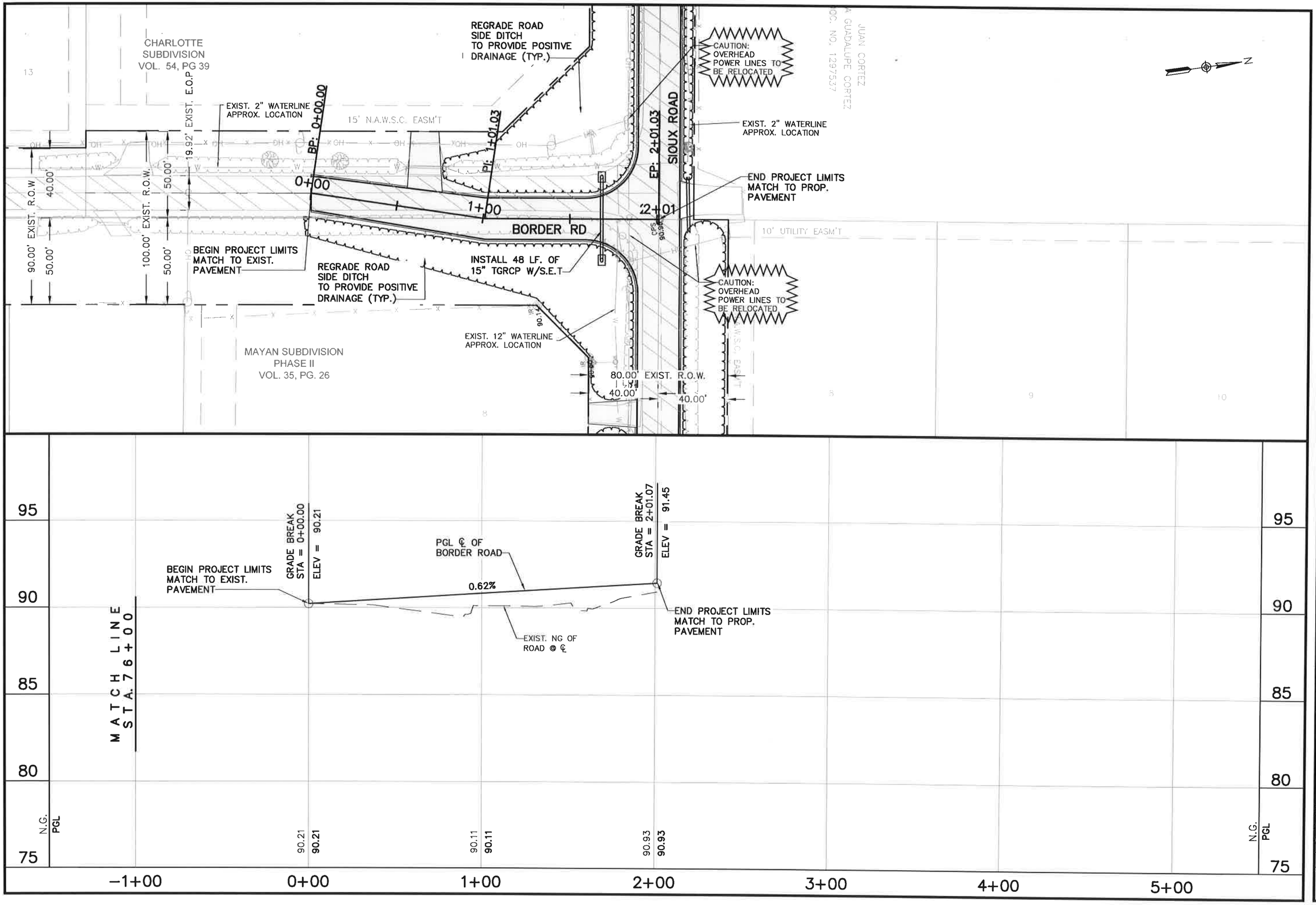
PGL ℄ OF SIOUX ROAD

RSD ELEV.=88.10

CAUTION: OVERHEAD POWER LINES

N

| | LT. RSD | RT. RSD | | |



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HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

BORDER ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 0+00 - STA. 2+01.03

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SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C04-01

Drawing: I:\PCT 1\Sioux Rd. from Tower to Valverde\eng\Sta 0-6 Border.dwg Plotted by: juan.avila
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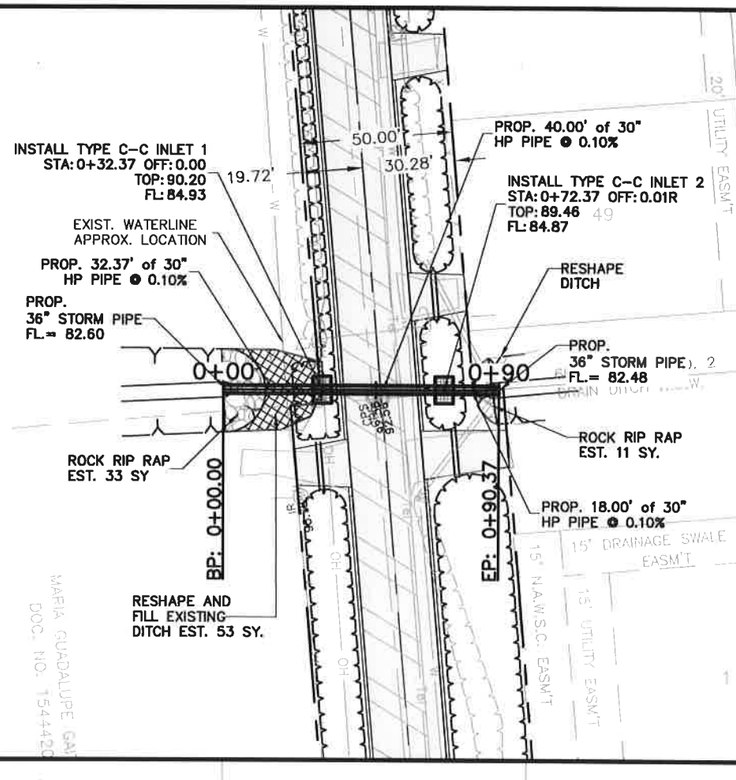

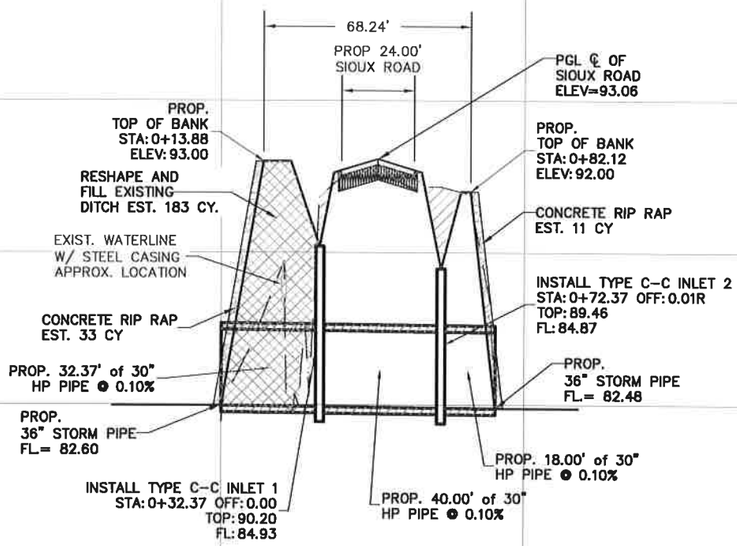

95 90 85 80 75

−2+00 −1+00 0+00 1+00 2+00 3+00 4+00

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SIOUX ROAD IMPROVEMENTS

DRAIN DITCH CROSSING
PLAN AND PROFILE
STA. 0+00 - STA. 0+90.37

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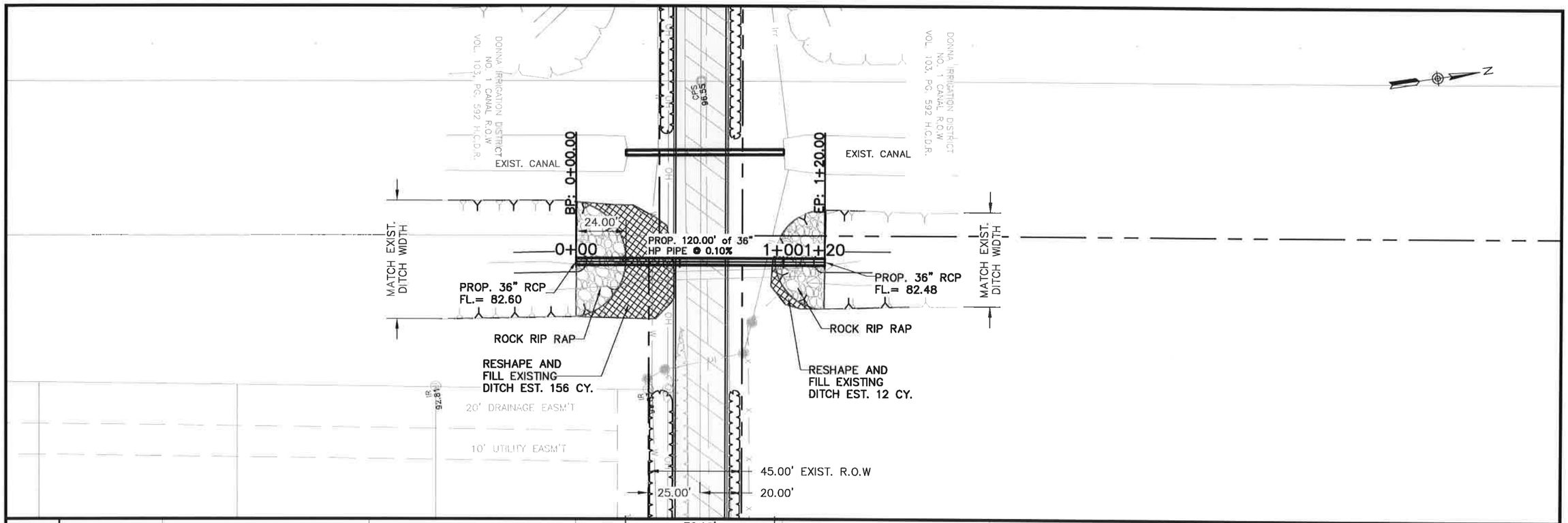
SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C05-01

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\dwg\Drain Ditch Crossing 1.dwg Plotted by: areanna.vzquirre
Layout Tab: Layout1 Date: 09/19/2014 Time: 11:47:39 AM



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DRAIN DITCH CROSSING
PLAN AND PROFILE
STA. 0+00 - STA. 2+01.0

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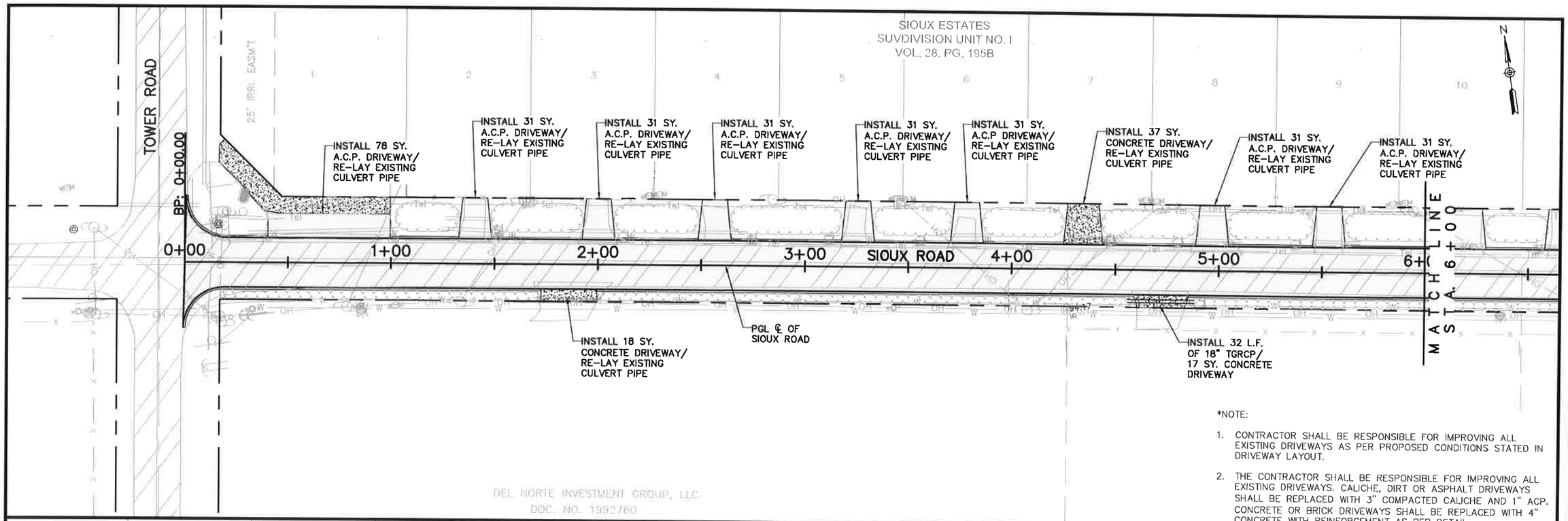
SCALE: H: 1"=50' / V: 1"=5'
DRAWN BY:
CHECKED BY: RAUL E. SESIN
TOPO BY: EDGAR I.
SHEET: C05-02

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\Eng\Drain Ditch Crossing 2.dwg) Plotted by: cmedina.ycaguirre
Layout: Tab: Layout1 Date: 09/19/2014 Time: 11:52:54 AM



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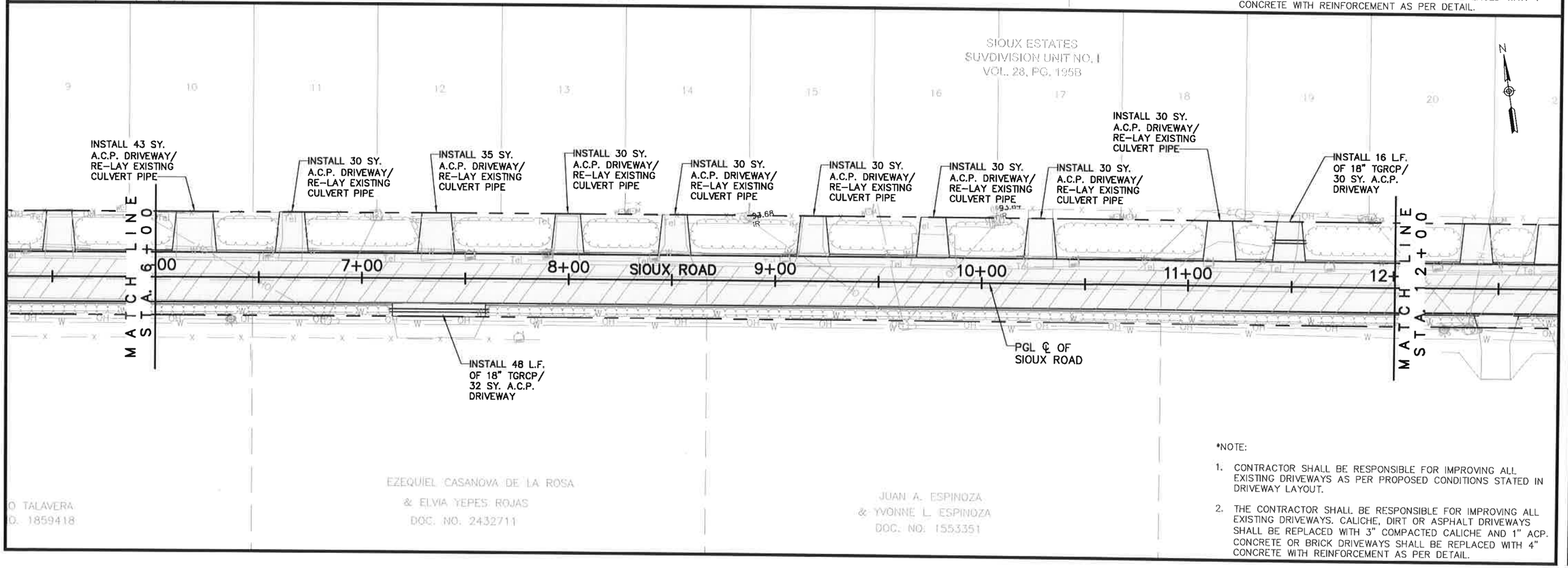

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HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

DRIVEWAY LAYOUT

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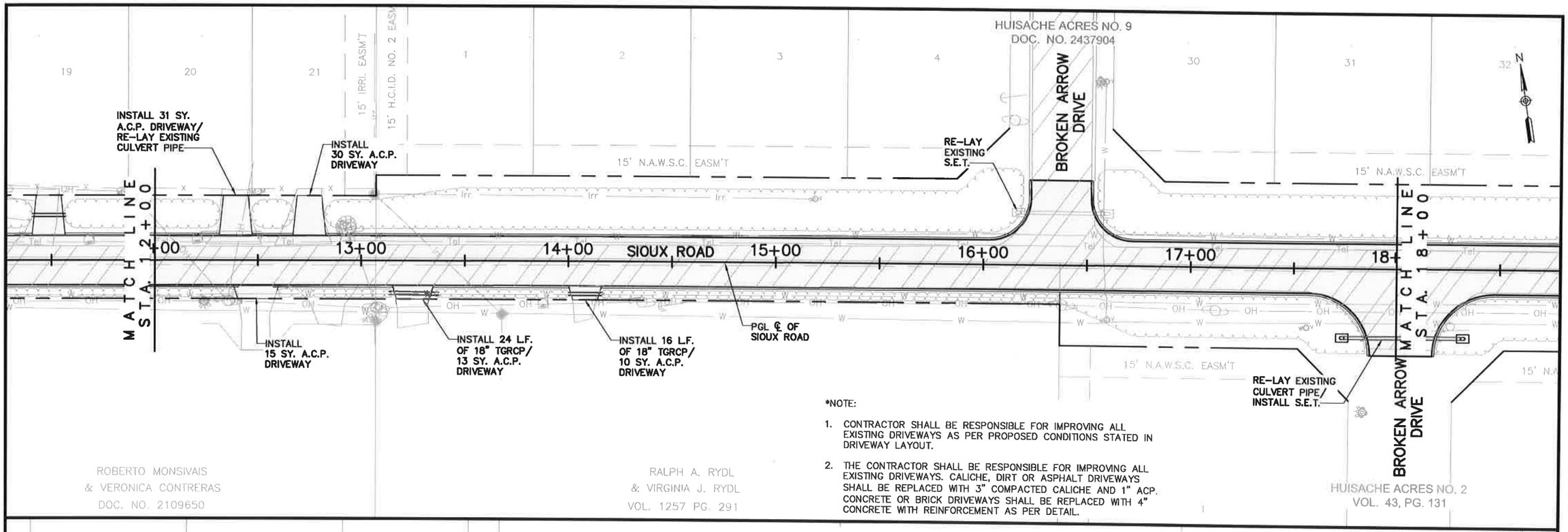
SCALE:	1"=50'
DRAWN BY:	J.A.
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C06-01

Drawing: J:\PCT 1\Sioux Rd. from Tower to Valverde\eng\Driveway sheet.dwg Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 08:51:18 AM



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SCALE:	1"=50'
DRAWN BY:	J.A.
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C06-02

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Driveway sheet.dwg Plotted by: juan.avila
Layout Tab: Layout1 (2) Date: 09/17/2014 Time: 08:51:24 AM

JUAN CARLOS BRISENO
& DORA ELIA BRISENO
DOC. NO. 1880548

YOLANDA RENDON
DOC. NO. 1165978

20' UTILITY EASM'T

10.00' H.C.I.D. NO. 2 ESM'T

APACHE DRIVE

NORTH ALAMO VILLAGE
VOL. 21, PG. 193

INSTALL 29 SY. A.C.P. DRIVEWAY/ RE-LAY EXISTING CULVERT PIPE

INSTALL 29 SY. A.C.P. DRIVEWAY/ RE-LAY EXISTING CULVERT PIPE

INSTALL 16 L.F. OF 18" TGRCP/ 29 SY. CONCRETE DRIVEWAY

INSTALL 16 L.F. OF 18" TGRCP/ 29 SY. CONCRETE DRIVEWAY

INSTALL 29 SY. CONCRETE DRIVEWAY/ RE-LAY EXISTING S.E.T

RE-LAY EXISTING CULVERT PIPE/ INSTALL S.E.T.

INSTALL 28 SY. A.C.P. DRIVEWAY/ RE-LAY EXISTING CULVERT PIPE

MATCH LINE STA 24+00

25+00

26+00

27+00

SIOUX ROAD

28+00

29+00

30+00

MATCH LINE STA 30+00

INSTALL 11 SY. A.C.P. DRIVEWAY/ RE-LAY EXISTING CULVERT PIPE

INSTALL 16 L.F. OF 18" TGRCP/ 11 SY. A.C.P. DRIVEWAY

PGL ℄ OF SIOUX ROAD

INSTALL 12 SY. A.C.P. DRIVEWAY/ RE-LAY EXISTING CULVERT PIPE

INSTALL 15 SY. A.C.P. DRIVEWAY/ RE-LAY EXISTING CULVERT PIPE

MARIA SOTO
& VICTOR SOTO
DOC. NO. 1138458

FELICIANO ORTEGA
& JUANITA ORTEGA
DOC. NO. 326975

JOE ROBLES JR.
DOC. NO. 2224649

JOE ROBLES JR.
& DELIA ROBLES
DOC. NO. 222464

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NORTH ALAMO VILLAGE
VOL. 21, PG. 193

MOHAWK TRAIL

20' UTILITY EASM'T

MOULIN ROUGE RANCHES
DOC. NO. 2134503

IRACEMA GI
DOC.# 12

55.00' H.C.I.D. NO. 2 DRAIN DITCH R.O.W.

15' DRAINAGE SWALE EASM'T

15' UTILITY EASM'T

MOULIN AVE

15' N.A.W.S.C. EASM'T

RE-LAY EXISTING S.E.T

INSTALL 28 SY. A.C.P. DRIVEWAY /RE-LAY EXISTING CULVERT PIPE

INSTALL 16 L.F. OF 18" TGRCP/ 28 SY. A.C.P. DRIVEWAY

INSTALL 16 L.F. OF 18" TGRCP/ 44 SY. A.C.P. DRIVEWAY

REMOVE EXISTING S.E.T

90.13 IR

89.91 IR

90.25 IR

MATCH LINE STA 30+00

31+00

32+00

33+00

SIOUX ROAD

34+00

35+00

36+00

MATCH LINE STA 36+00

92.58 CPS

92.50 CPS

91.58 CPS

93.78 IR

PGL ℄ OF SIOUX ROAD

INSTALL 16 L.F. OF 18" TGRCP/ 28 SY. A.C.P. DRIVEWAY

INSTALL 28 SY. A.C.P. DRIVEWAY

DONNA M. ADCOCK
DOC. NO. 332551

MARIA GUADALUPE GAITAN
DOC. NO. 1544420

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COMMISSIONER
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HIDALGO COUNTY PCT 1
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SIOUX ROAD IMPROVEMENTS

DRIVEWAY LAYOUT

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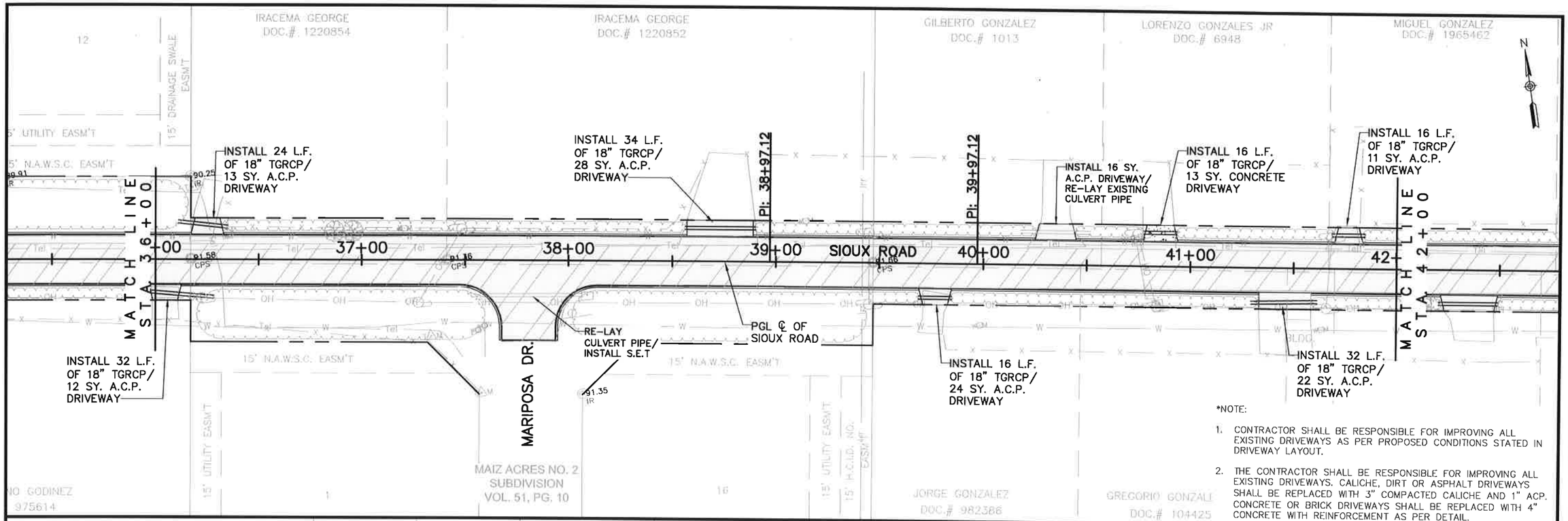
SCALE:	1"=50'
DRAWN BY:	J.A.
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C06-03

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Driveway sheet.dwg Plotted by: juan.avila
Layout Tab: Layout1 (3) Date: 09/17/2014 Time: 08:51:28 AM



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SCALE:	1"=50'
DRAWN BY:	J.A.
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C06-04

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\Driveway sheet.dwg Plotted by: juan.avila
Layout Tab: Layout1 (4) Date: 09/17/2014 Time: 08:51:33 AM

FLORENTINO CUEVAS
& FRANCISCA E. CUEVAS
DOC. NO. 15790

VETERANS LAND BOARD
OF THE STATE OF TEXAS
VOL. 2491 PG 914

JUAN CORTEZ
MARIA GUADALUPE CORTEZ
DOC. NO. 1297537

10' UTILITY EASM'T

MATCH LINE
STA 48+00

49+00

50+00

PGL ℄ OF
SIOUX ROAD

51+00

SIOUX ROAD

52+00

53+00

MATCH LINE
STA 54+00

54+

90.95
CPS

BORDER RD

15' N.A.W.S.C. EASM'T

50' TEXAS EASTERN TRANSMISSION EASM'T

15' UTILITY EASM'T

5' UTILITY EASM'T

INSTALL 43 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

INSTALL 44 SY.
CONCRETE DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

INSTALL 62 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

INSTALL 24 L.F.
OF 18" TGRCP/
62 SY. A.C.P.
DRIVEWAY

INSTALL 24 L.F.
OF 18" TGRCP/
62 SY. A.C.P.
DRIVEWAY

INSTALL 44 SY.
CONCRETE DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

CHARLOTTE
SUBDIVISION
VOL. 54, PG 39

*NOTE:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS AS PER PROPOSED CONDITIONS STATED IN DRIVEWAY LAYOUT.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS. CALICHE, DIRT OR ASPHALT DRIVEWAYS SHALL BE REPLACED WITH 3" COMPACTED CALICHE AND 1" ACP. CONCRETE OR BRICK DRIVEWAYS SHALL BE REPLACED WITH 4" CONCRETE WITH REINFORCEMENT AS PER DETAIL.

SUBDIVISION PHASE I
VOL. 29, PG. 176B

10' UTILITY EASM'T

15' N.A.W.S.C. EASM'T

PUEBLO ROAD

RE-LAY
EXISTING
S.E.T

INSTALL 16 L.F.
OF 18" TGRCP/
44 SY. A.C.P.
DRIVEWAY

MATCH LINE
STA 54+00

55+00

56+00

57+00

SIOUX ROAD

58+00

59+00

MATCH LINE
STA 60+00

60+

90.95
CPS

90.60
IR

90.14
IR

BORDER RD

INSTALL 32 L.F.
OF 18" TGRCP/
18 SY. CONCRETE.
DRIVEWAY

INSTALL 48 L.F.
OF 18" TGRCP
W/ S.E.T.

INSTALL 44 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

INSTALL 53 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

INSTALL 44 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

INSTALL 44 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

INSTALL 44 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

PGL ℄ OF
SIOUX ROAD

INSTALL 68 SY.
A.C.P. DRIVEWAY/
RE-LAY EXISTING
CULVERT PIPE

MAYAN SUBDIVISION
PHASE II
VOL. 35, PG. 26

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IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

DRIVEWAY LAYOUT

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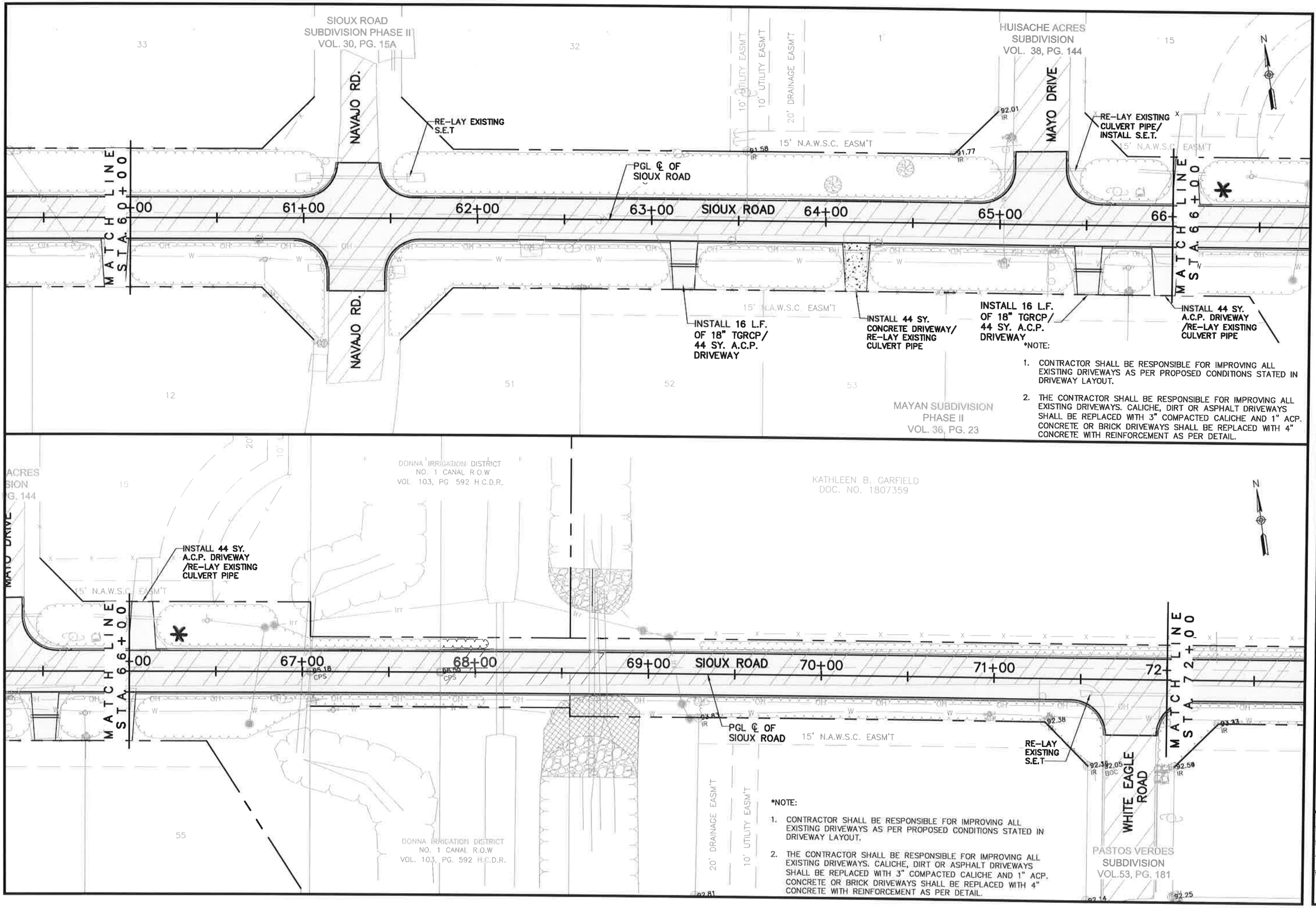
SCALE:	1"=50'
DRAWN BY:	J.A.
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C06-05

Drawing: L:\PCT 1\Sioux Rd from Tower to Valverde\eng\Driveway sheet.dwg, Layout Tab: Layout (5) Date: 09/17/2014 Time: 08:51:39 AM Plotted by: juan.avila



*NOTE:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS AS PER PROPOSED CONDITIONS STATED IN DRIVEWAY LAYOUT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS. CALICHE, DIRT OR ASPHALT DRIVEWAYS SHALL BE REPLACED WITH 3" COMPACTED CALICHE AND 1" ACP. CONCRETE OR BRICK DRIVEWAYS SHALL BE REPLACED WITH 4" CONCRETE WITH REINFORCEMENT AS PER DETAIL.

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HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENTS

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Drawing: J:\PCT 1\Sioux Rd from Tower to Valverde\eng\Driveway sheet.dwg Plotted by: jalon.avila
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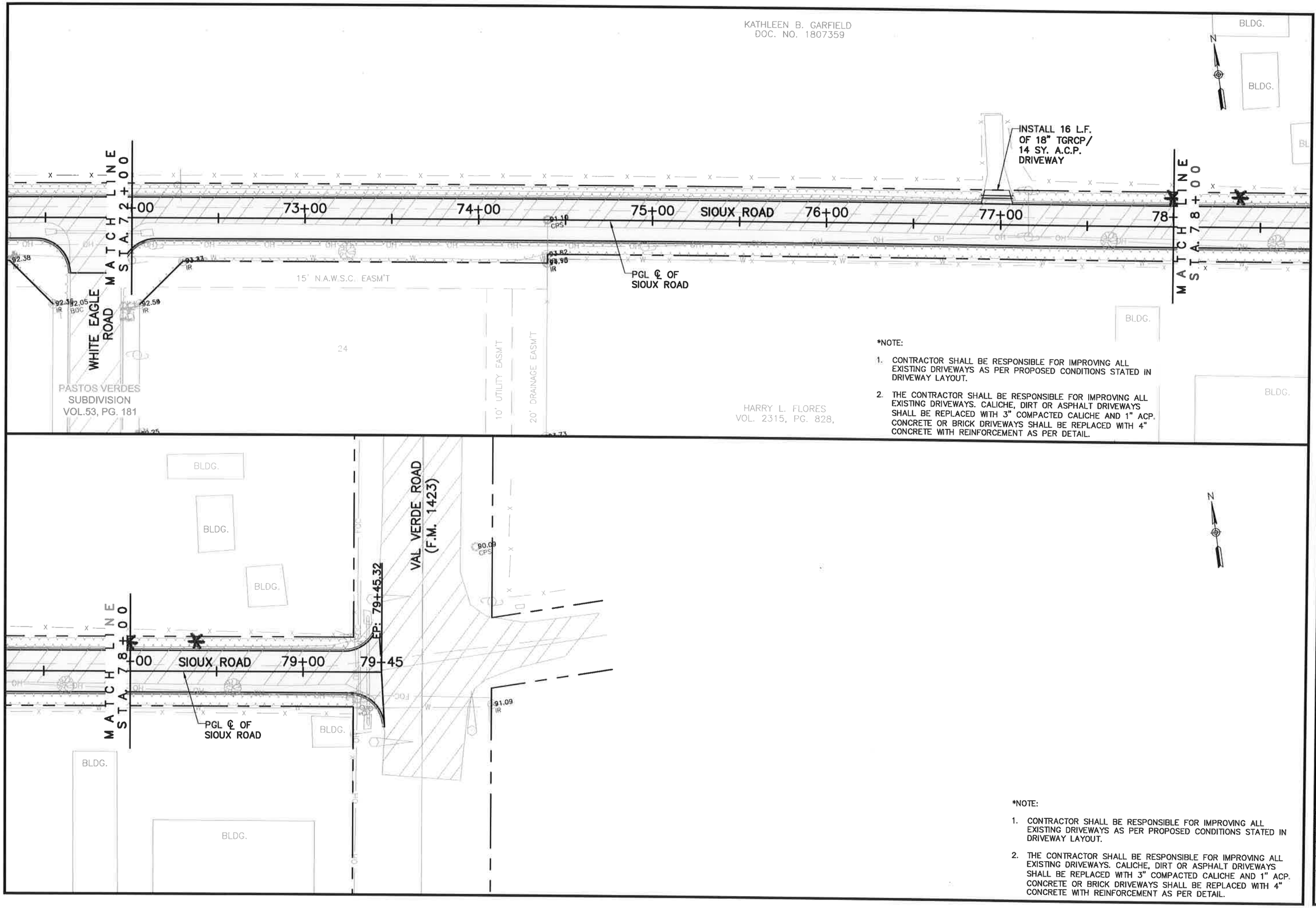

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SHEET:	C06–07

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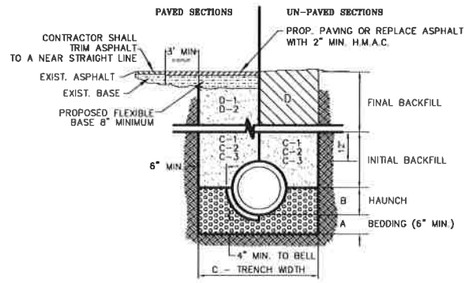

STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. x 1.5 + 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

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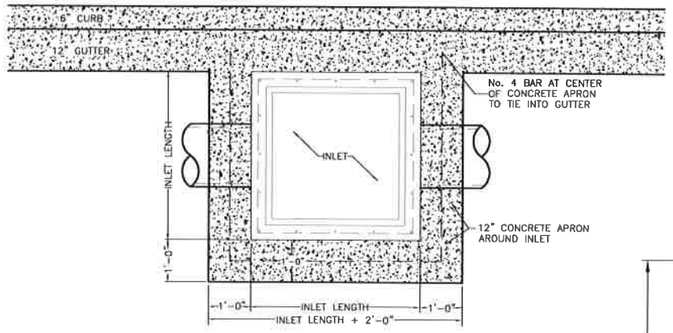
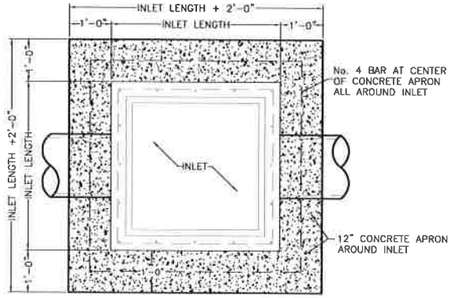
NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICAITONS.



TOP VIEW

INLET CONCRETE APRON WITH CURB & GUTTER

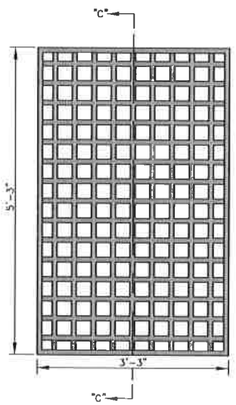
N.T.S



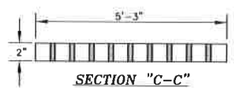
TOP VIEW

INLET CONCRETE APRON WITH OUT CURB & GUTTER

N.T.S



TOP VIEW OF TYPE "C-C" GRATE



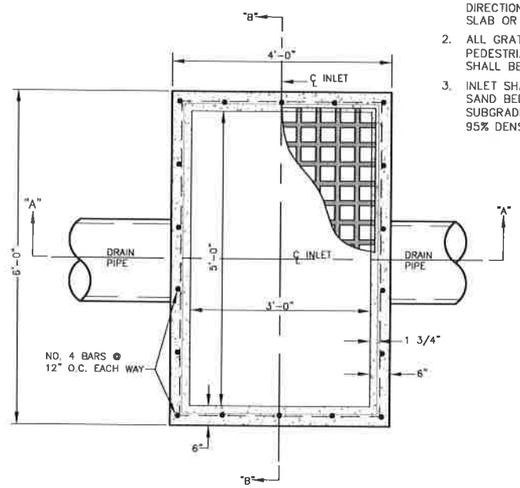
SECTION "C-C"

REINFORCING STEEL DETAILS

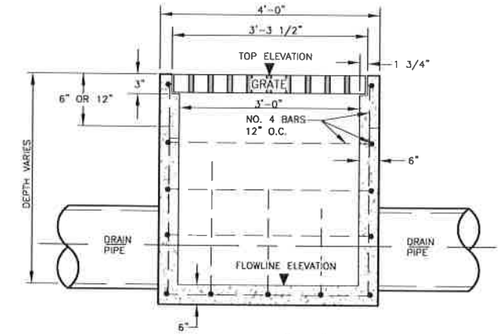
NOTE: 1. ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS EXCEPT IN TOP SLAB OR MANHOLE.

2. ALL GRATE INLET COVERS SHALL BE PEDESTRIAN SAFE COVERS. OPENINGS SHALL BE NO GREATER THAN 3/8" WIDE.

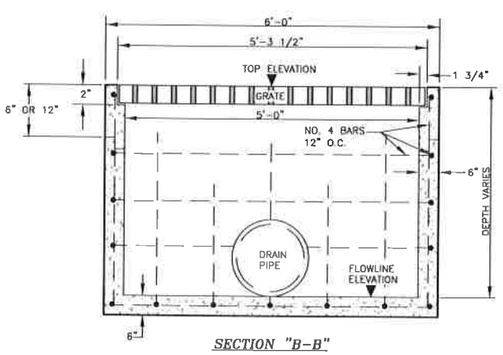
3. INLET SHALL BE PLACED ON 6-INCH SAND BEDDING. SUBGRADE SHALL BE COMPACTED TO 95% DENSITY



TOP VIEW OF INLET



SECTION "A-A"



SECTION "B-B"

TYPE "C-C" GRATE INLET

N.T.S

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IMPROVEMENT PROJECTS

SIOUX ROAD IMPROVEMENT

TYPICAL DRAINAGE DETAILS

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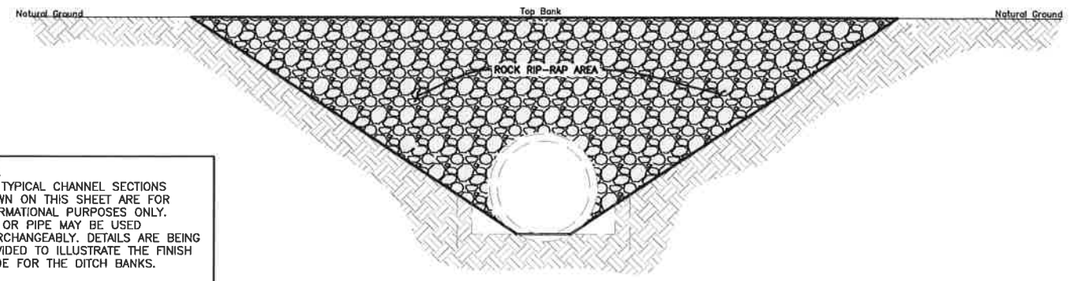
SCALE:	N.T.S.
DRAWN BY:	
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C07–01

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\dwg\STORM DETAILS.dwg) Plotted by: juan.avila
Layout Tab: Layout1 Date: 09/17/2014 Time: 03:31:18 PM

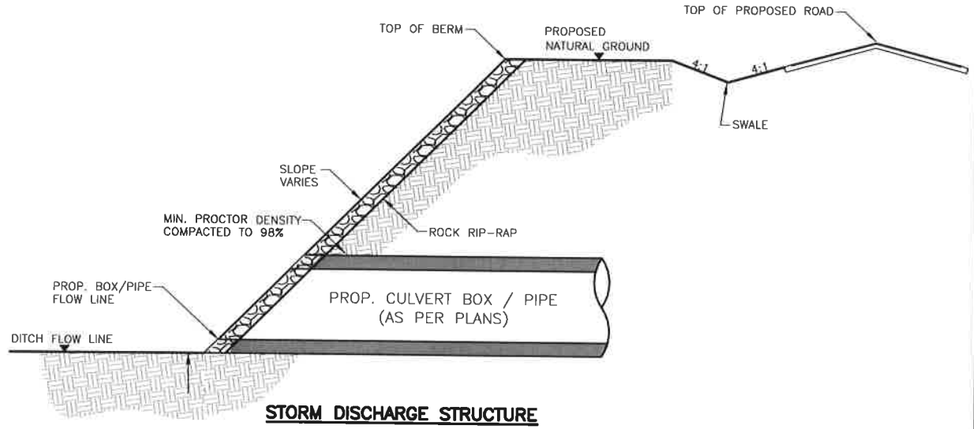


NOTES:

THE TYPICAL CHANNEL SECTIONS SHOWN ON THIS SHEET ARE FOR INFORMATIONAL PURPOSES ONLY. BOX OR PIPE MAY BE USED INTERCHANGEABLY. DETAILS ARE BEING PROVIDED TO ILLUSTRATE THE FINISH GRADE FOR THE DITCH BANKS.

STORM DISCHARGE STRUCTURE

N.T.S



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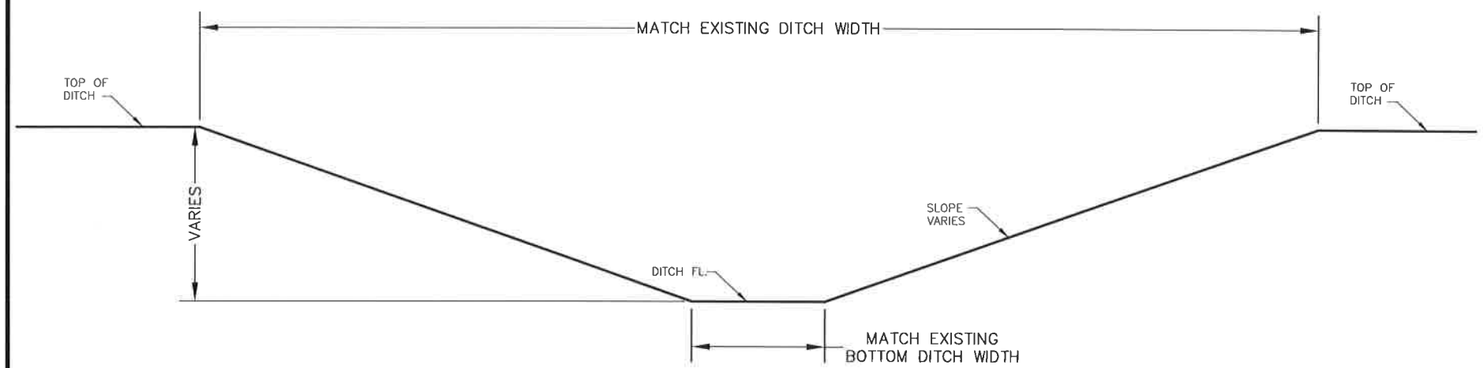
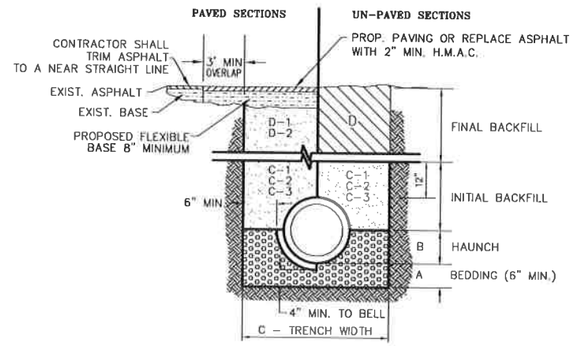


DRAIN DITCH CROSS SECTION

N.T.S



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BORDER ROAD IMPROVEMENTS

TYPICAL DRAINAGE DETAILS

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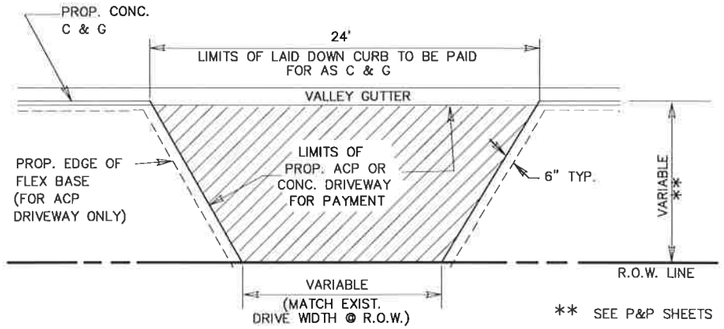
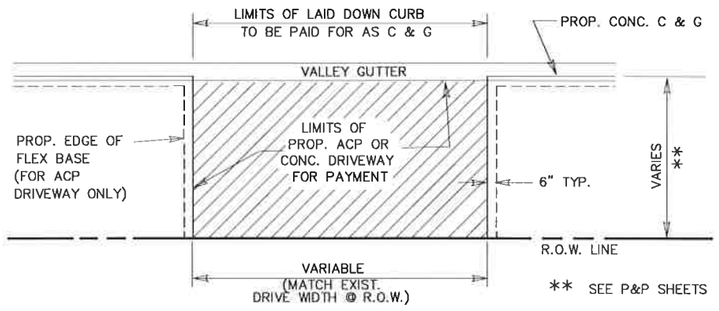
CHECKED BY:	RAUL E. SESIN
TOPO BY:	EDGAR I.
SHEET:	C07-02

Drawing: I:\PCT 1\Sioux Rd from Tower to Valverde\eng\DRAINAGE TYPICAL DETAILS.dwg Plotted by: juan.avila
Layout Tab: DETAILS Date: 09/17/2014 Time: 03:27:58 PM

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



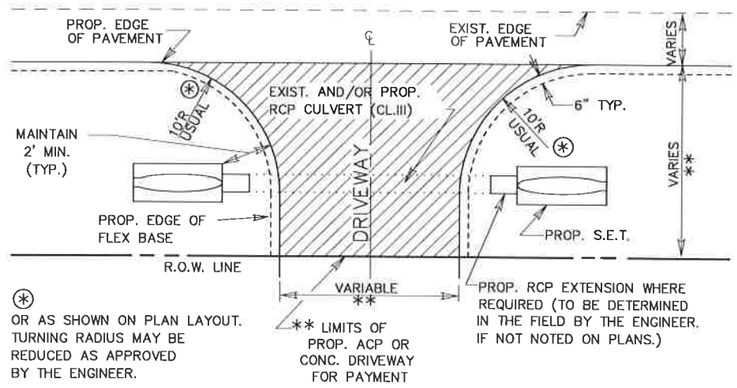
PLAN OF PRIVATE AND COMMERCIAL DRIVES
(W/DRIVEWAY WIDTH LESS THAN 24')



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



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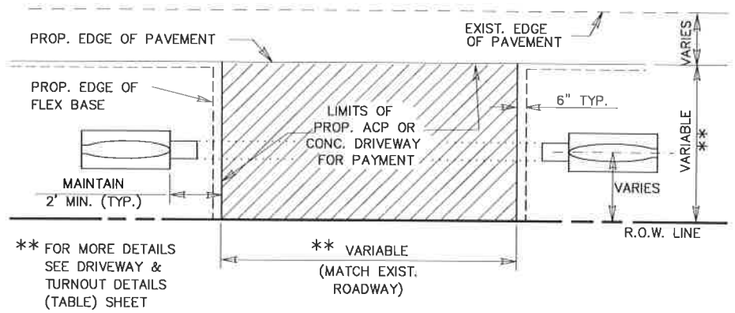
(W/DRIVEWAY WIDTH LESS THAN 24')



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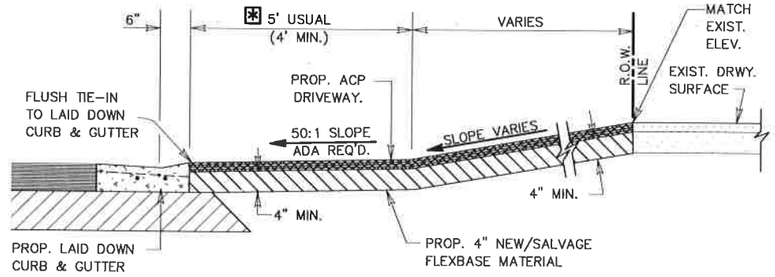
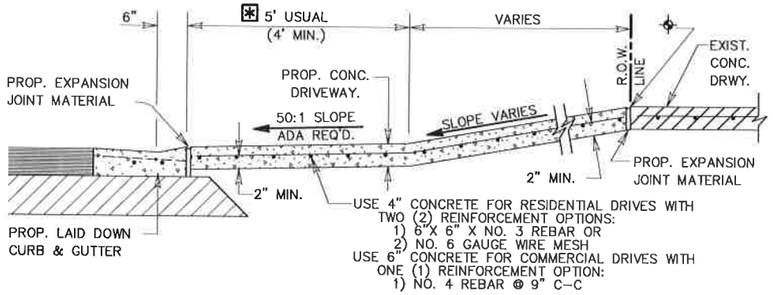
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' @ R.O.W. LINE)



TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION
N.T.S.

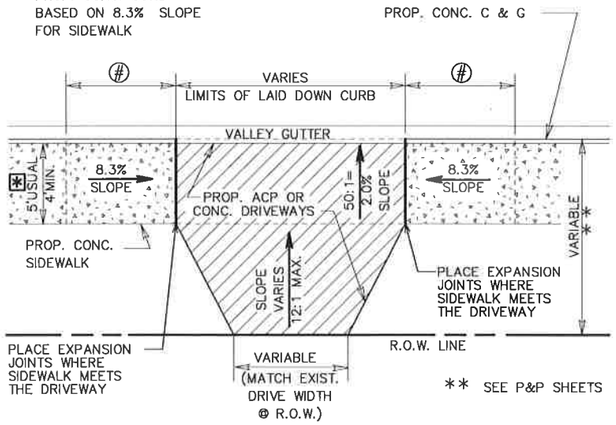


TYPICAL CONCRETE DRIVEWAY SECTION
N.T.S.

⊕ 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.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER

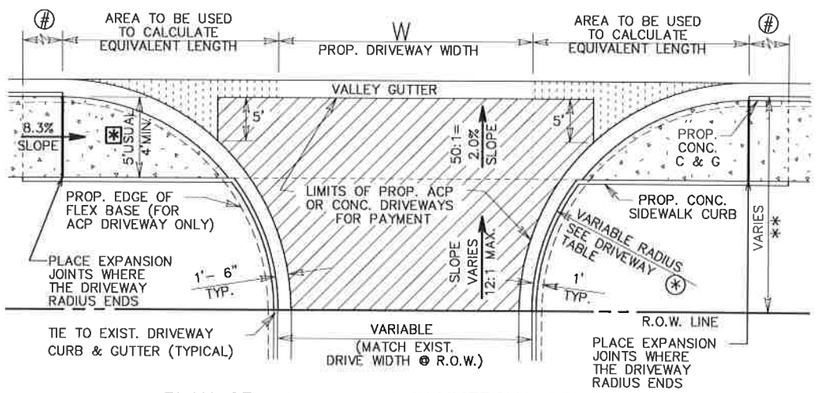


PLAN OF PRIVATE AND COMMERCIAL DRIVES WITH ADA REQ'D CROSS SLOPE FOR SIDEWALK

⊛ 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.

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(#) 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

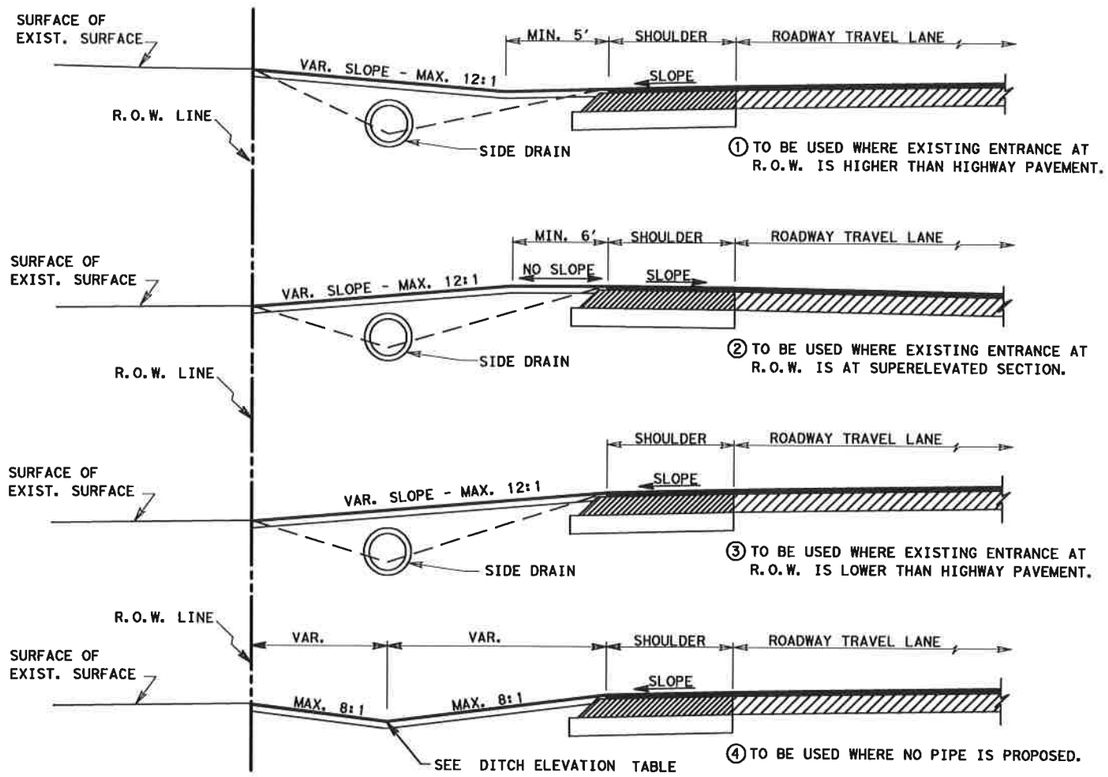
DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 06/14

DRIVEWAY2.DGN

FED.RD. DIV.NO.	PROJECT NO.	FILE NO.	SHEET NO.
6			

STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					



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 1½ IN. DEPTH.

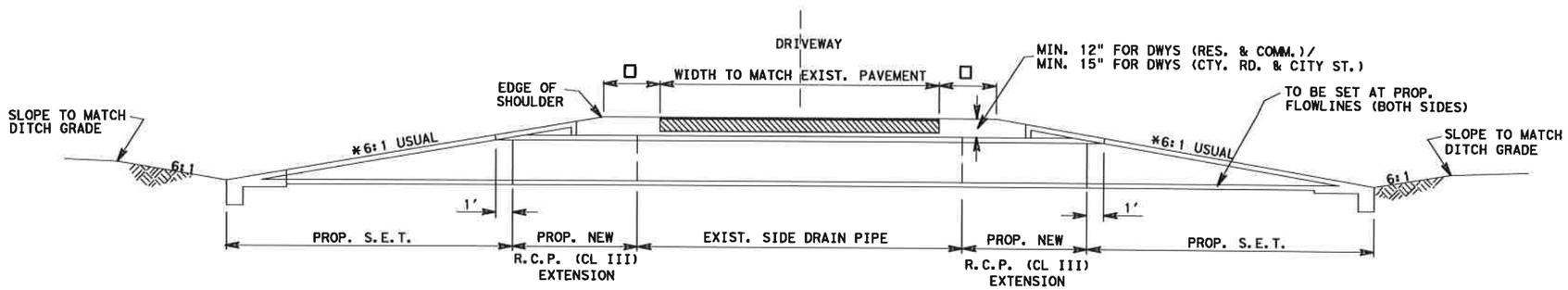
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 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							
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB		HIGHWAY NO.
TEXAS	21						

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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

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9-07 7-13				

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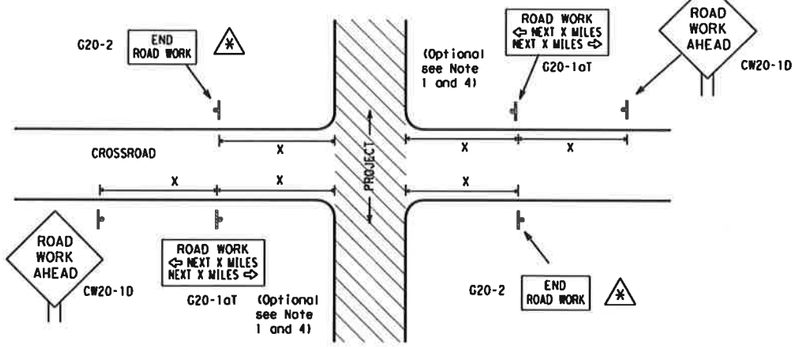
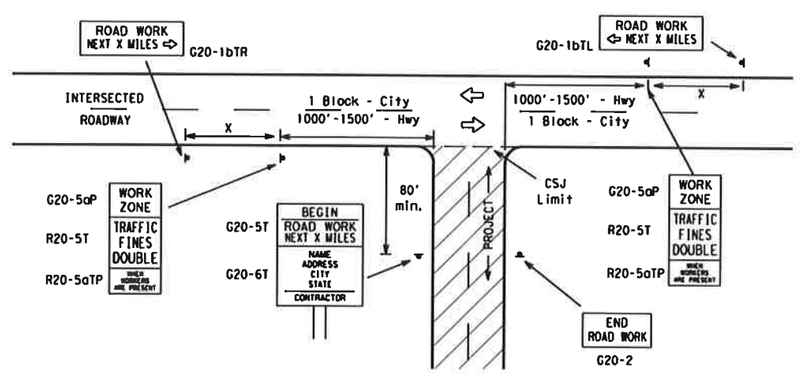
TYPICAL LOCATION OF CROSSROAD SIGNS



(*) 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 crossrod 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]

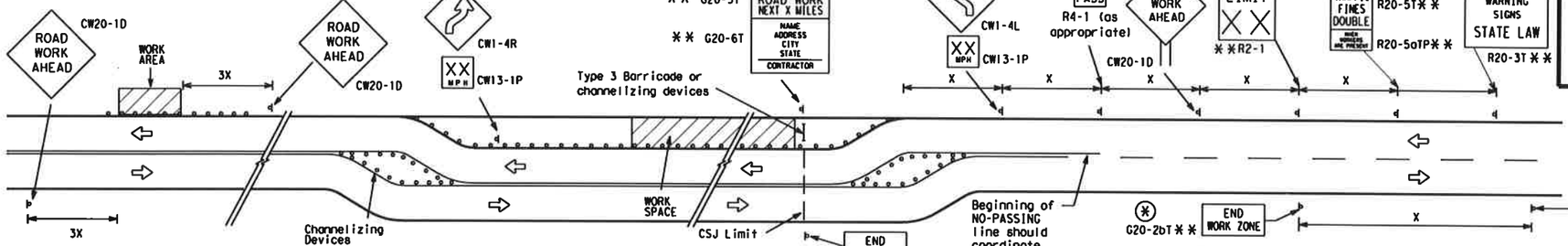
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

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.

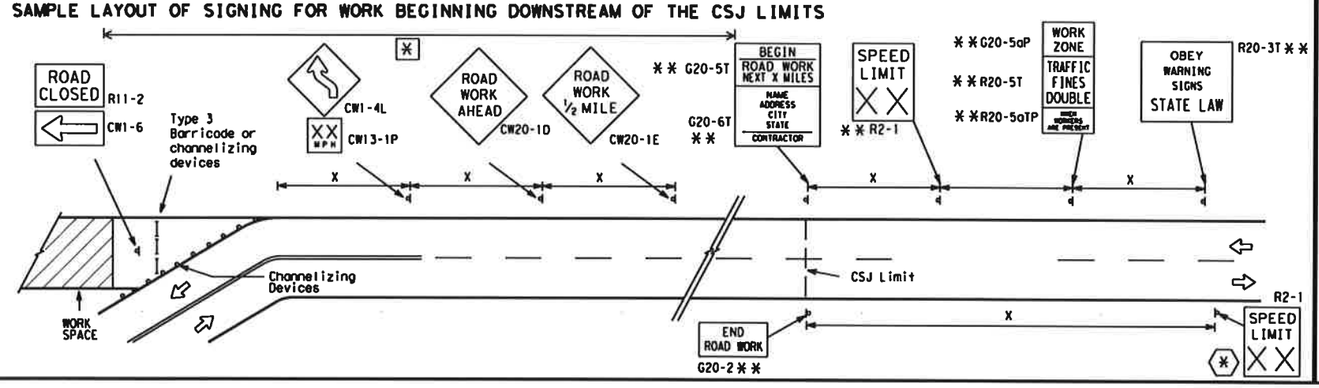
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



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

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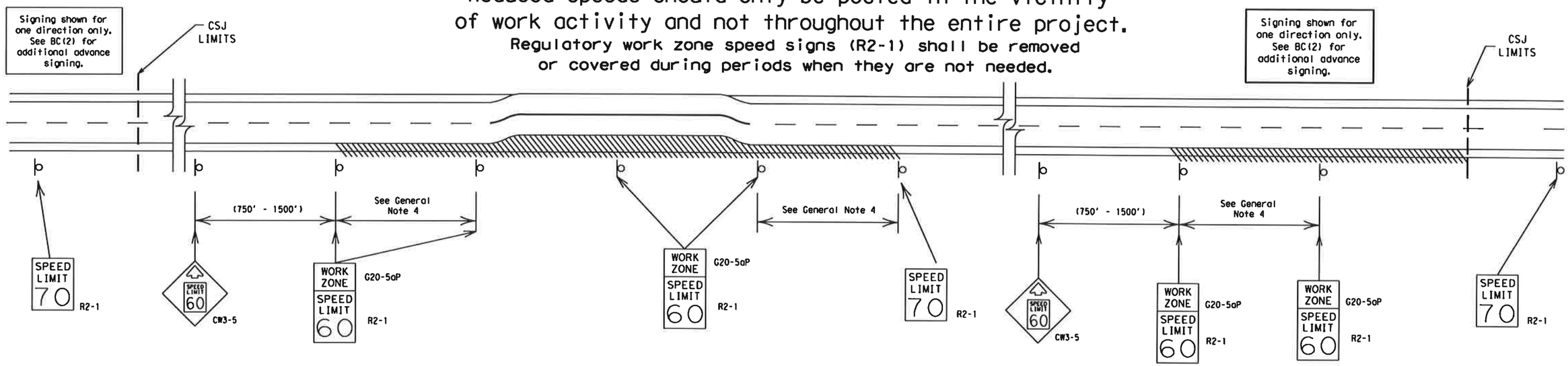
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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

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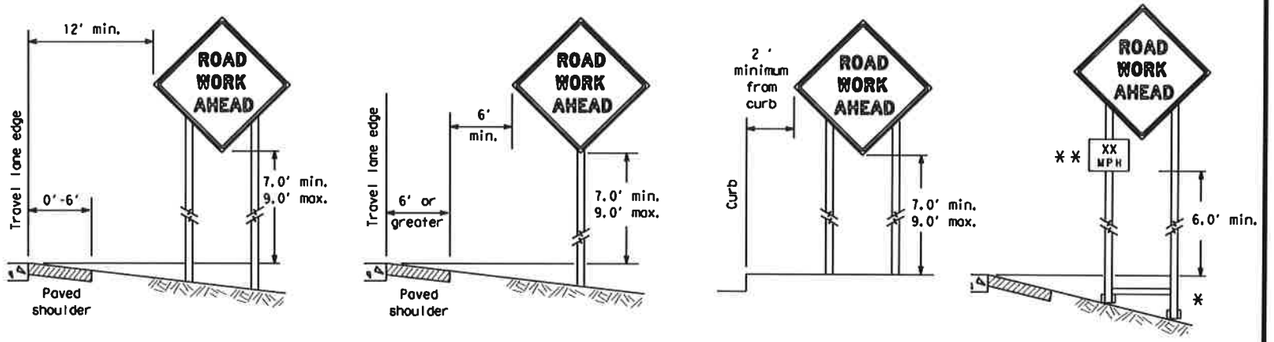
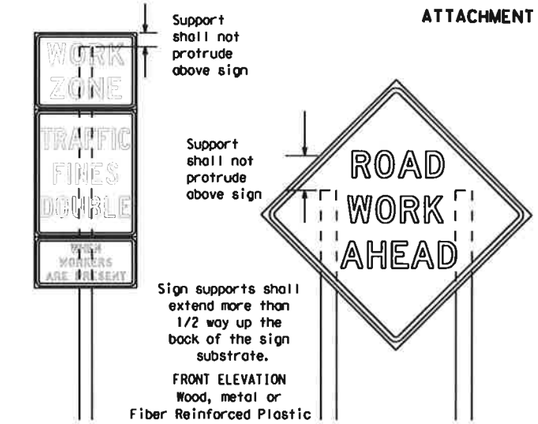
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

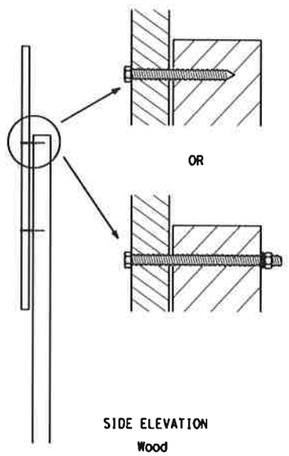


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





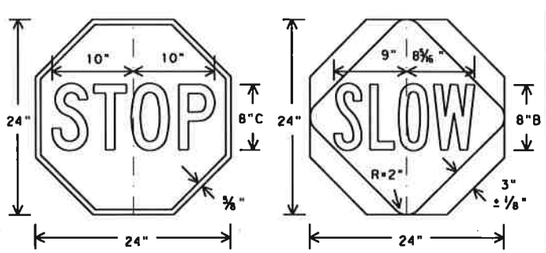
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails 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_{FL} or Type C_{FL}, 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

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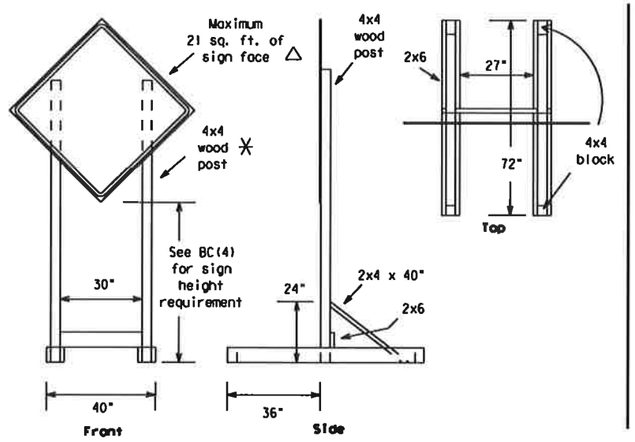
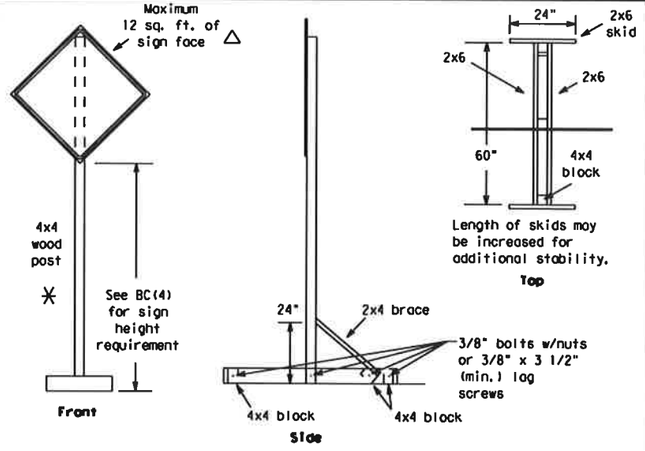
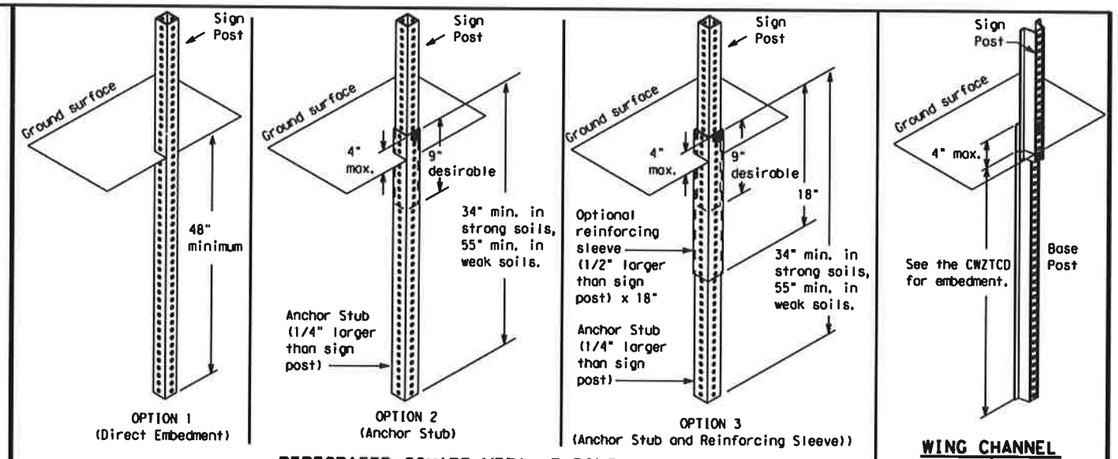




SKID MOUNTED WOOD SIGN SUPPORTS

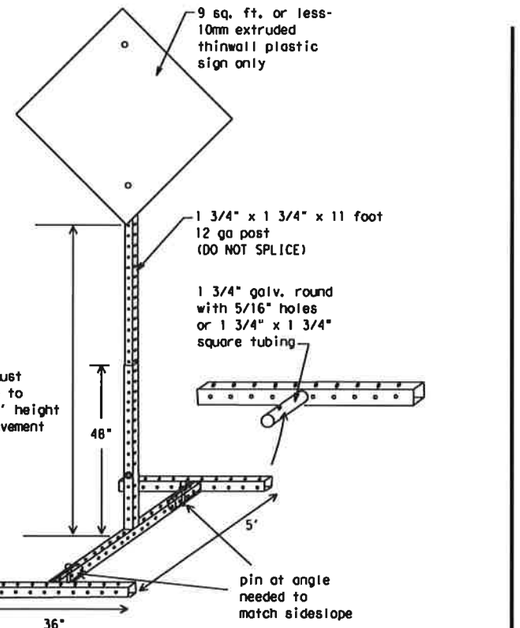
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

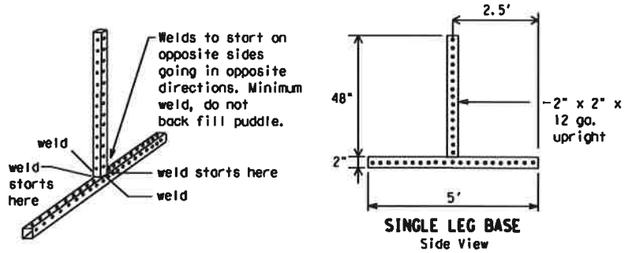


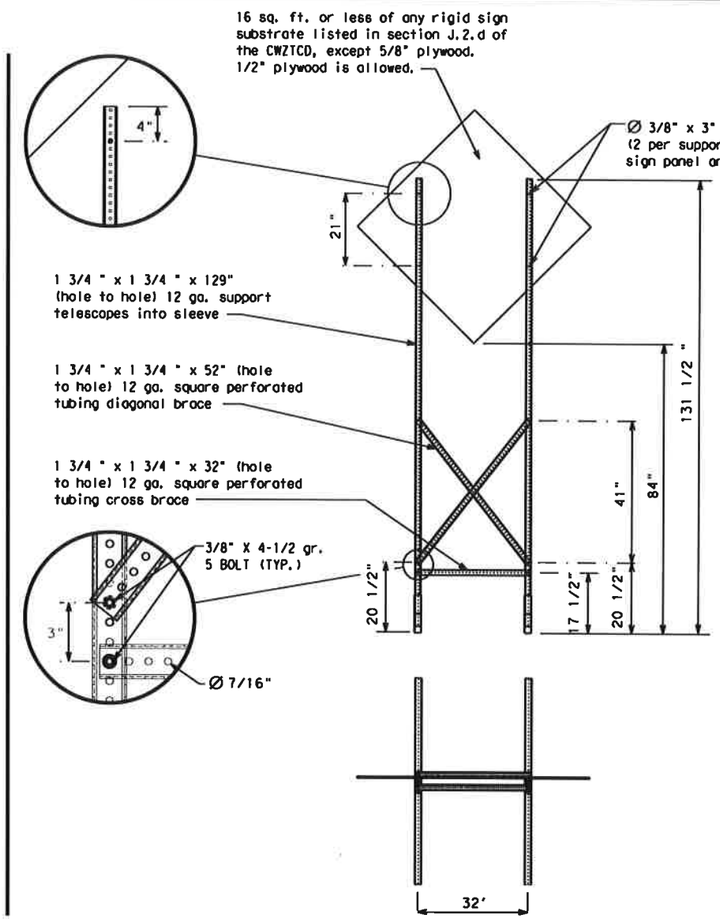
PERFORATED SQUARE METAL TUBING

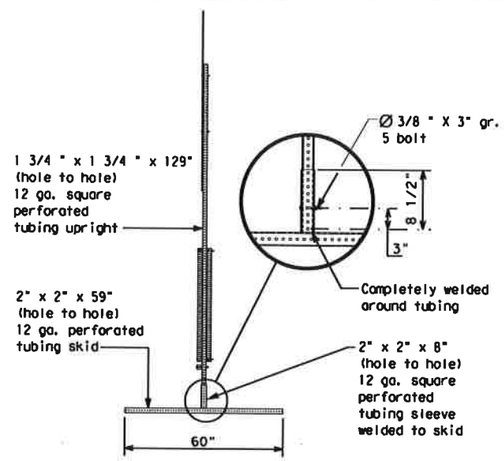
GROUND MOUNTED SIGN SUPPORTS

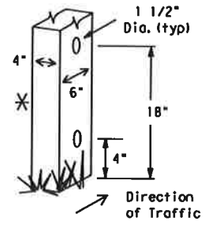
Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.











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.

Texas Department of Transportation

Traffic Operations Division Standard

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

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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	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Cannot	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWNTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy	HOV	Tuesday	TUES
Vehicle Highway	HWY	Time Minutes	TIME MIN
Hour(s)	HR, HRS	Upper Level	UPR LEVEL
Information	INFO	Vehicles (s)	VEH, VEHS
It Is	ITS	Warning	WARN
Junction	JCT	Wednesday	WED
Left	LFT	Weight Limit	WT LIMIT
Left Lane	LFT LN	West	W
Lane Closed	LN CLOSED	Westbound	(route) W
Lower Level	LWR LEVEL	Wet Pavement	WET PVMT
Maintenance	MAINT	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
- ROAD CLOSED AT SH XXX
- ROAD CLSD AT FM XXXX
- RIGHT X LANES CLOSED
- CENTER LANE CLOSED
- NIGHT LANE CLOSURES
- VARIOUS LANES CLOSED
- EXIT CLOSED
- MALL DRIVEWAY CLOSED
- XXXXXXXX BLVD CLOSED
- FRONTAGE ROAD CLOSED
- SHOULDER CLOSED XXX FT
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES OPEN
- DAYTIME LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- EXIT XXX CLOSED X MILE
- RIGHT LN TO BE CLOSED
- X LANES CLOSED TUE - FRI

Other Condition List

- ROADWORK XXX FT
- FLAGGER XXXX FT
- RIGHT LN NARROWS XXXX FT
- MERGING TRAFFIC XXXX FT
- LOOSE GRAVEL XXXX FT
- DETOUR X MILE
- ROADWORK PAST SH XXXX
- BUMP XXXX FT
- TRAFFIC SIGNAL XXXX FT
- ROAD REPAIRS XXXX FT
- LANE NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- CONST TRAFFIC XXX FT
- UNEVEN LANES XXXX FT
- ROUGH ROAD XXXX FT
- ROADWORK NEXT FRI-SUN
- US XXX EXIT X MILES
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- DETOUR NEXT X EXITS
- USE EXIT XXX
- STAY ON US XXX SOUTH
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- REDUCE SPEED XXX FT
- USE OTHER ROUTES
- STAY IN LANE *
- FORM X LINES RIGHT
- USE XXXXX RD EXIT
- USE EXIT I-XX NORTH
- USE I-XX E TO I-XX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- PREPARE TO STOP
- END SHOULDER USE
- WATCH FOR WORKERS

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

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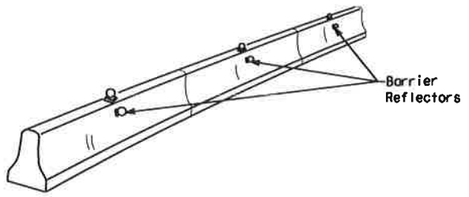
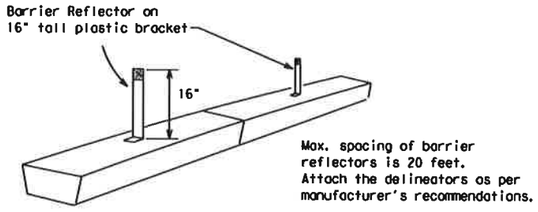
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

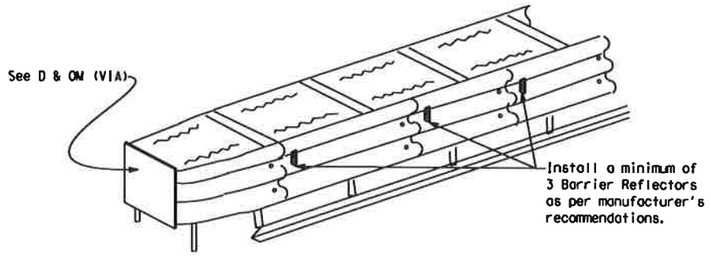


CONCRETE TRAFFIC BARRIER (CTB)

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)

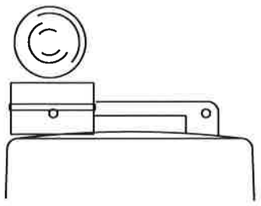


DELINEATION OF END TREATMENTS

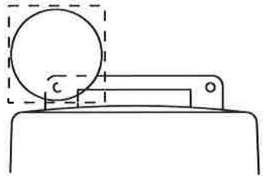
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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_{FL} or C_{FL} 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

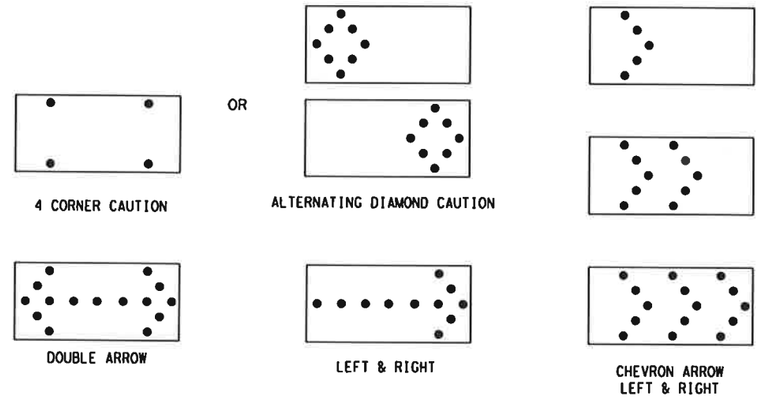
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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

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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:

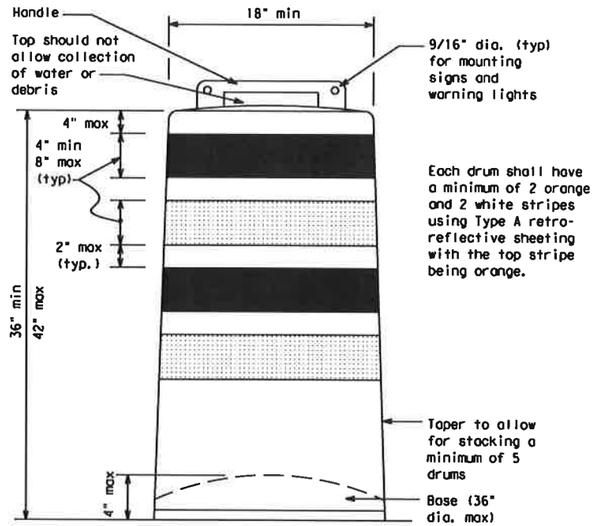
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

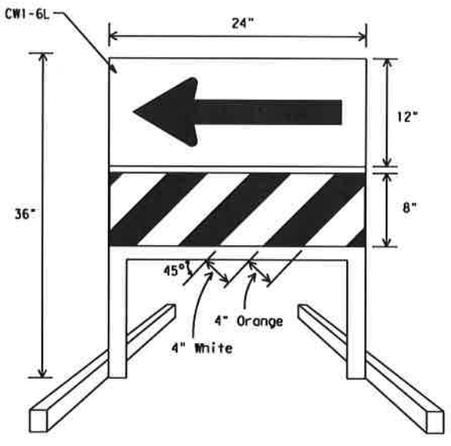
RETROREFLECTIVE SHEETING

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

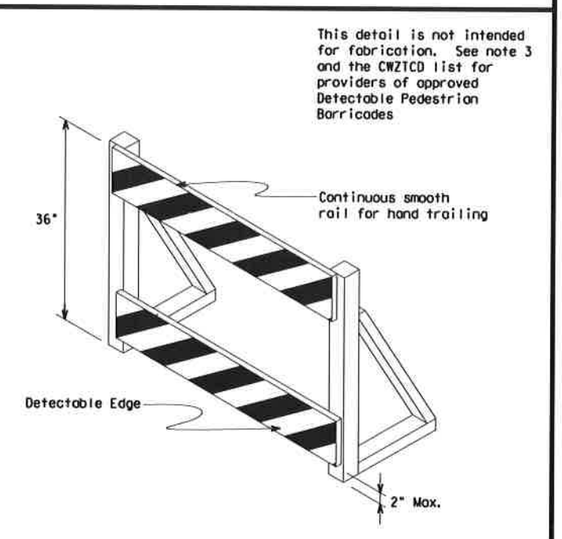
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other 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.





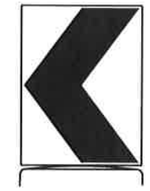
DIRECTION INDICATOR BARRICADE

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 (CW1-6) 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.



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 CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

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_{FL} or Type C_{FL} 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.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-13

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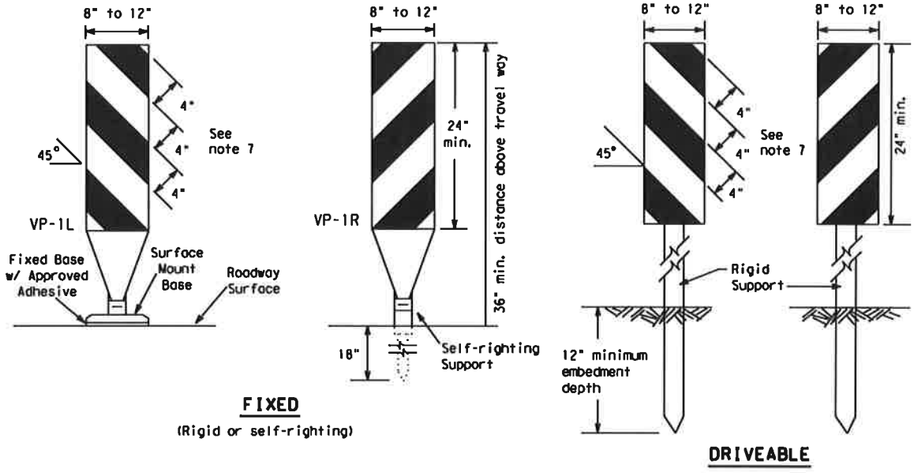
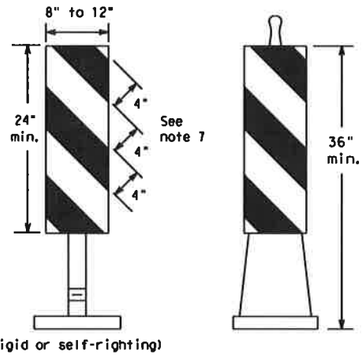


FIXED
(Rigid or self-righting)

DRIVEABLE

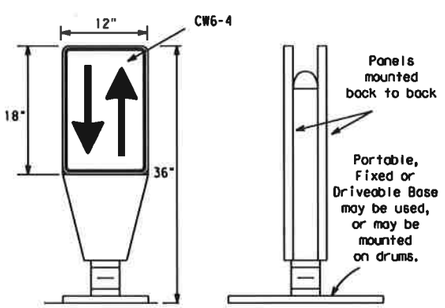


(Rigid or self-righting)

PORTABLE

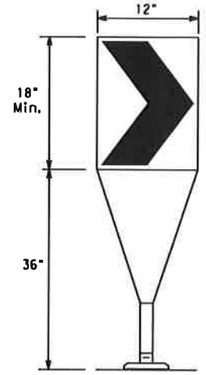
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is 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 travel lane.
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_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



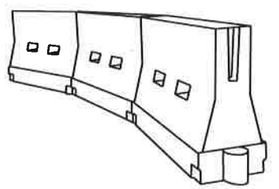
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

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 for 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_{FL} or Type C_{FL} 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 travel lanes.
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 cones 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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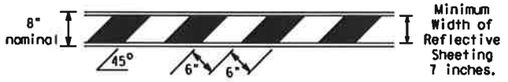
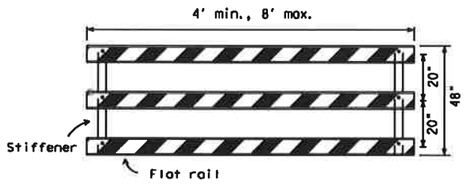
TYPE 3 BARRICADES

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.



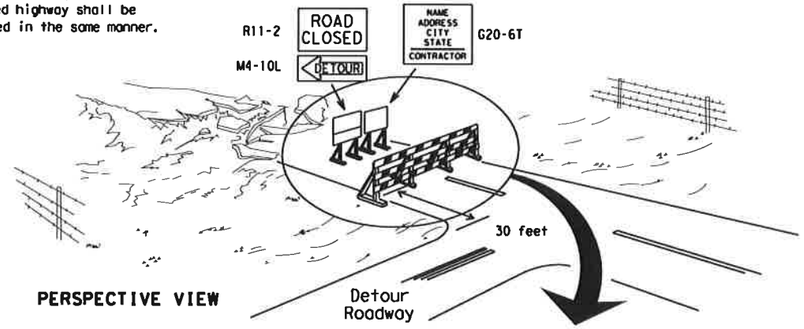
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



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

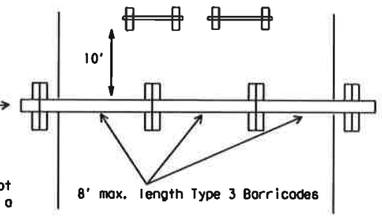
Each roadway of a divided highway shall be barricaded in the same manner.



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.

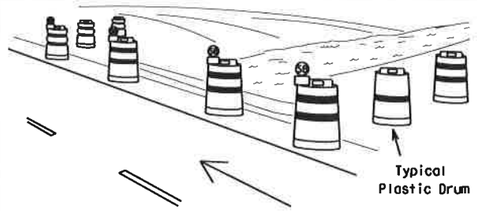
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

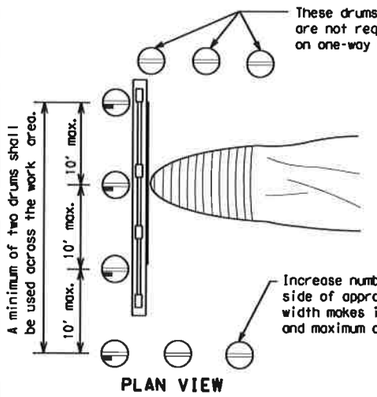
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

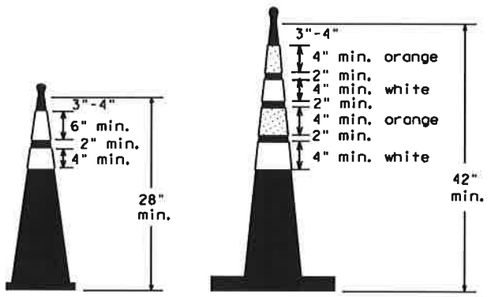
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder 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

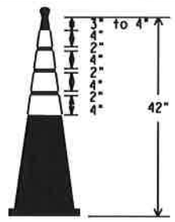


28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

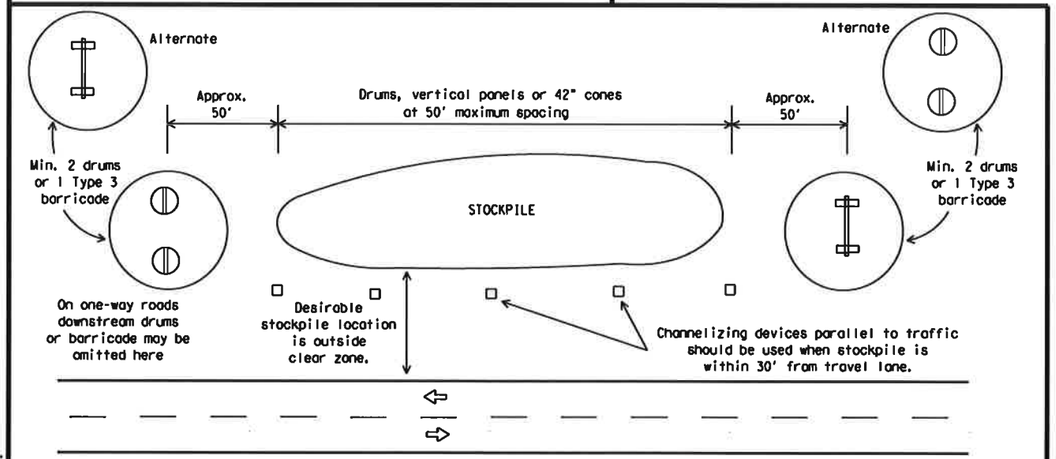
1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added 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.

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 travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

SHEET 10 OF 12

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.

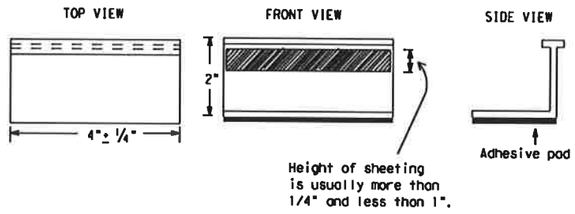
MAINTAINING WORK ZONE PAVEMENT MARKINGS

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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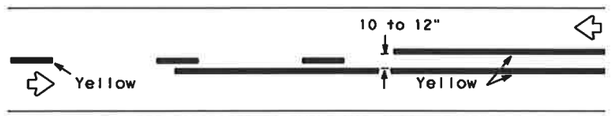
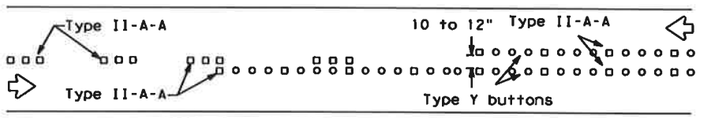
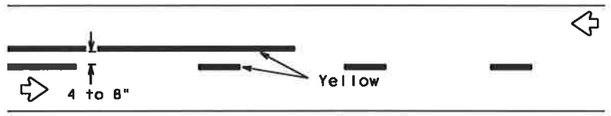
PAVEMENT MARKING PATTERNS



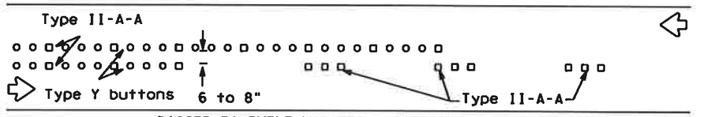
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



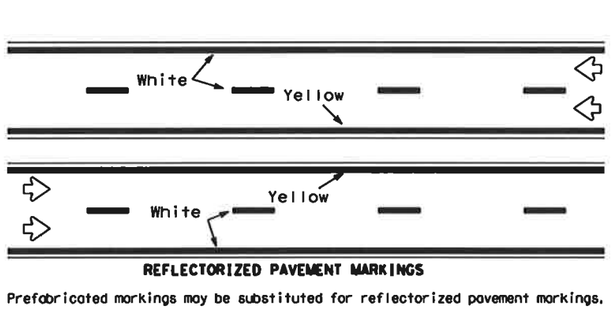
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



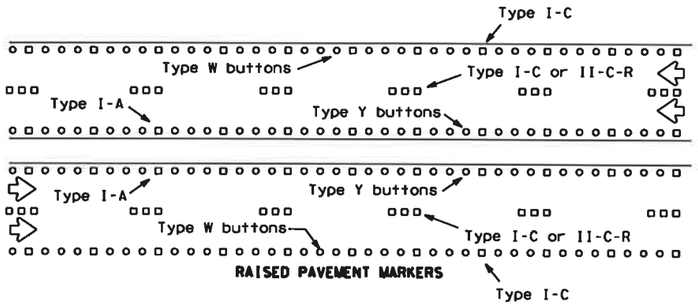
RAISED PAVEMENT MARKERS - PATTERN B

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



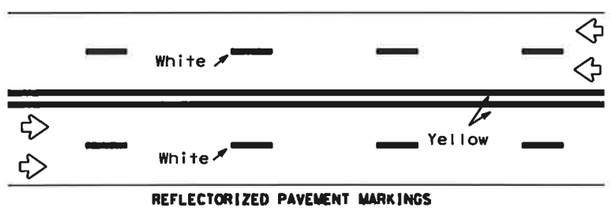
REFLECTORIZED PAVEMENT MARKINGS



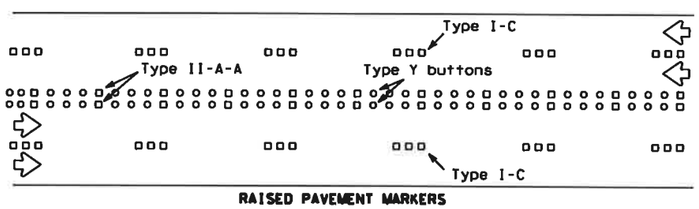
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



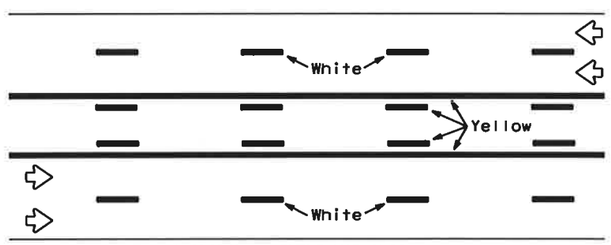
REFLECTORIZED PAVEMENT MARKINGS



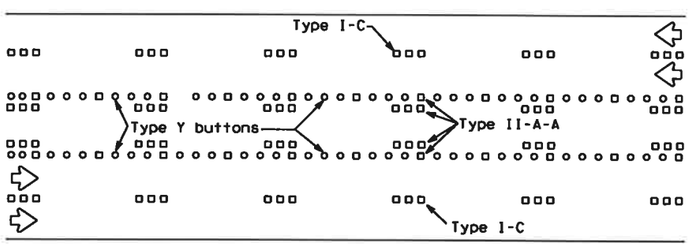
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

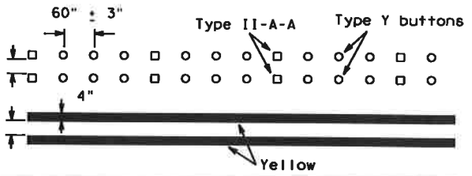
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

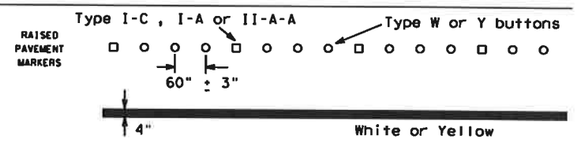
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

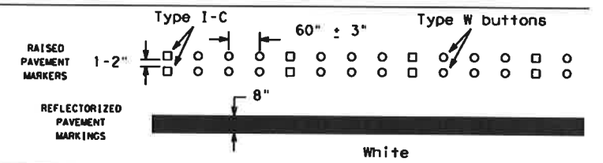


EDGE LINE OR SINGLE NO-PASSING LINE



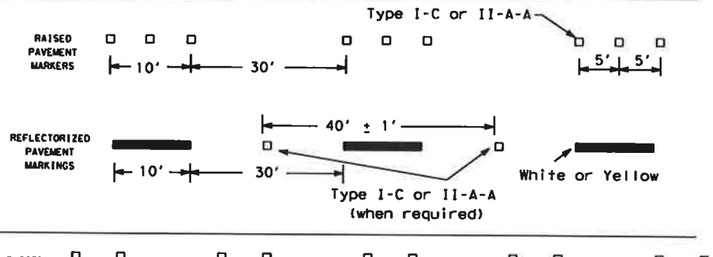
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)



BROKEN LINES

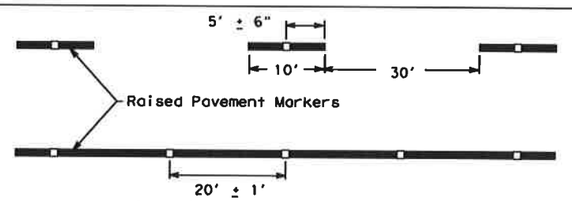
CENTER LINE OR LANE LINE



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."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-13

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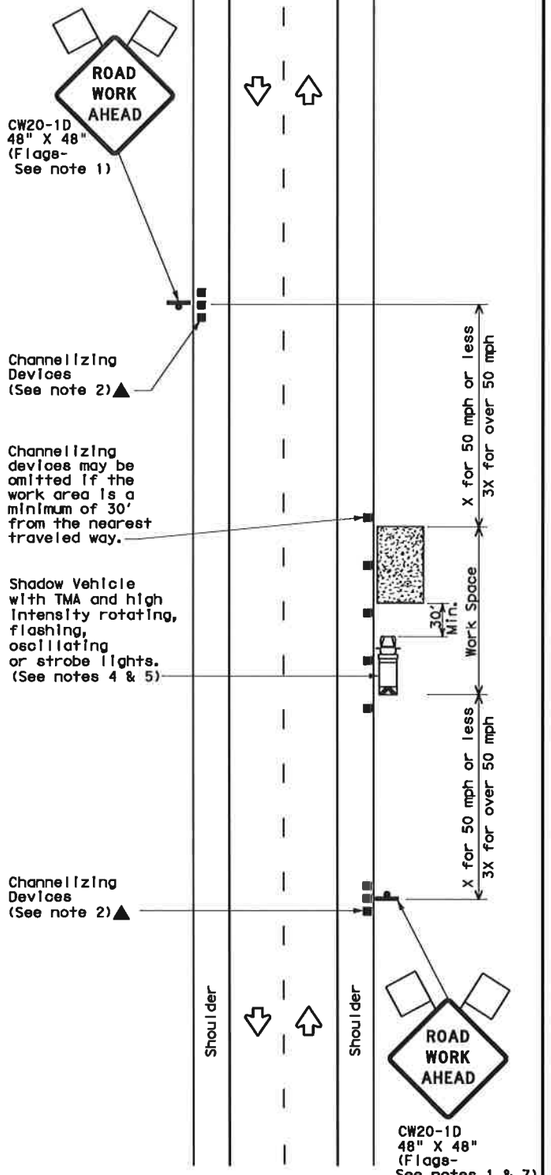
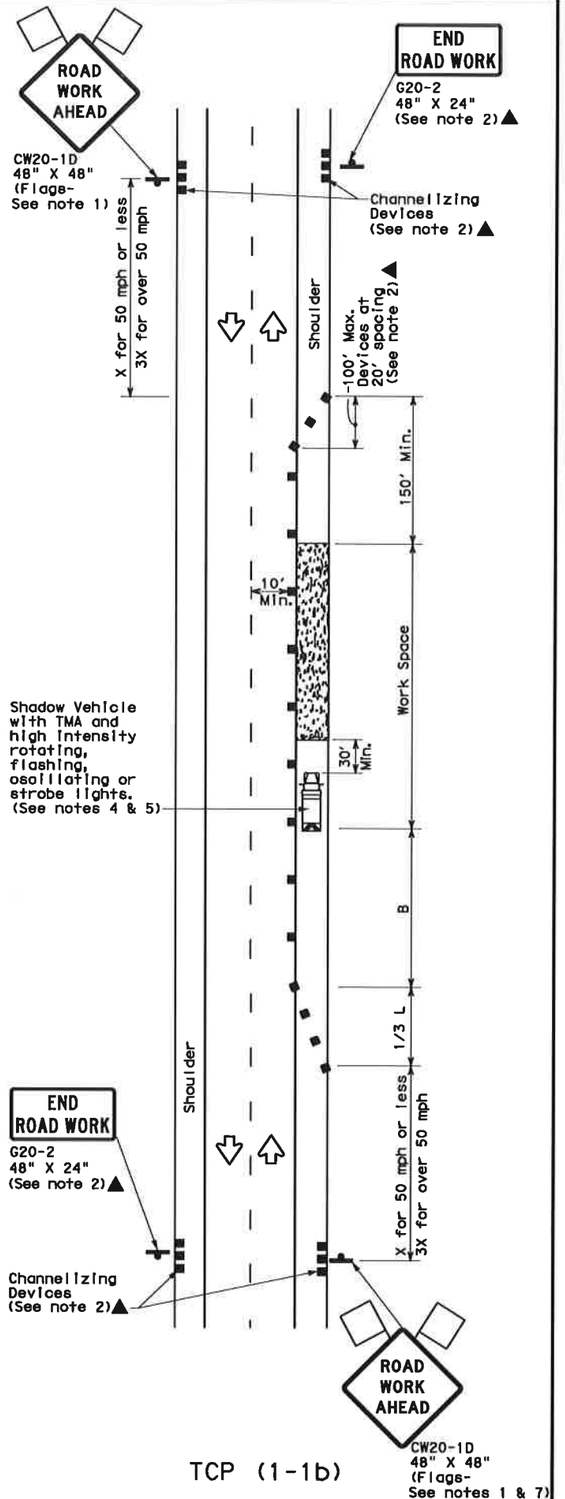


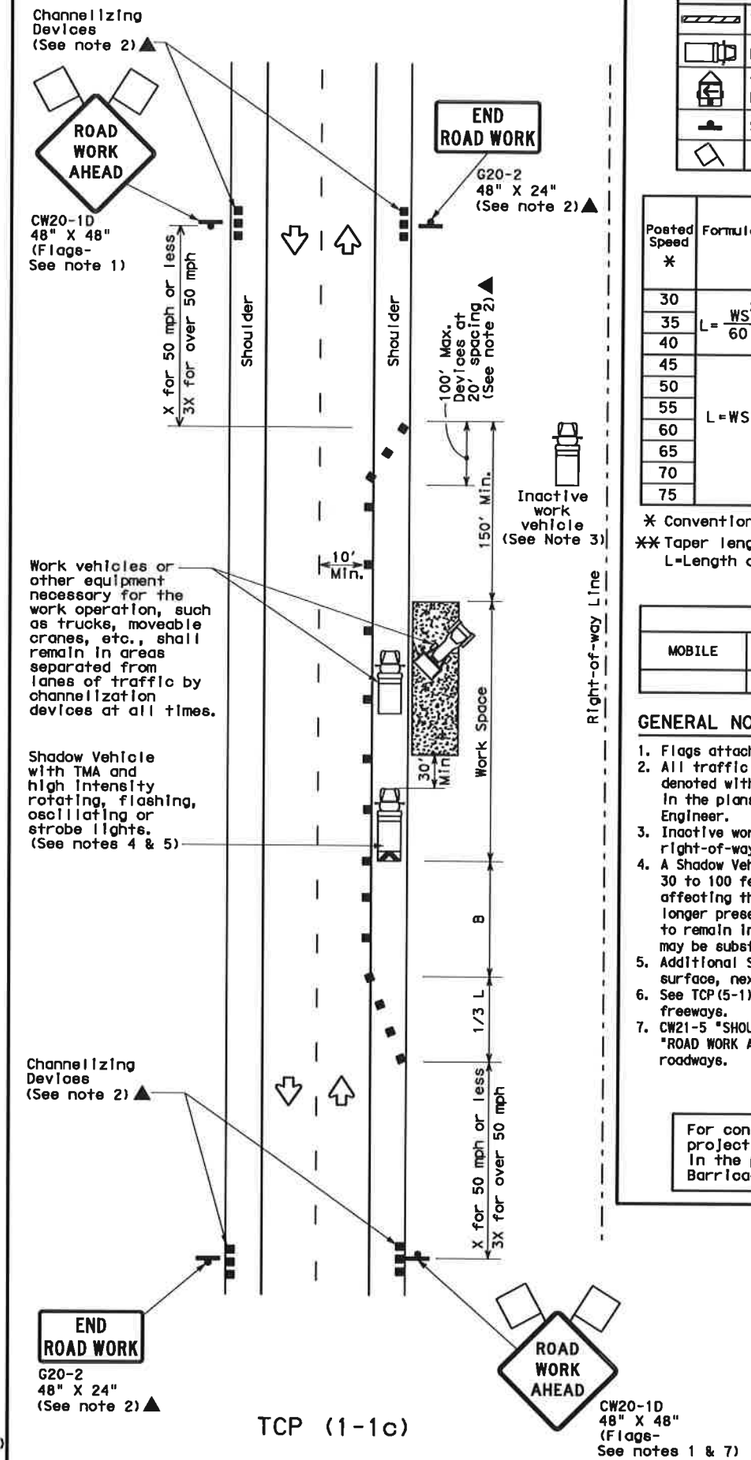
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
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.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

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 CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95	DIST	COUNTY		SHEET NO.
1-97				
4-98				

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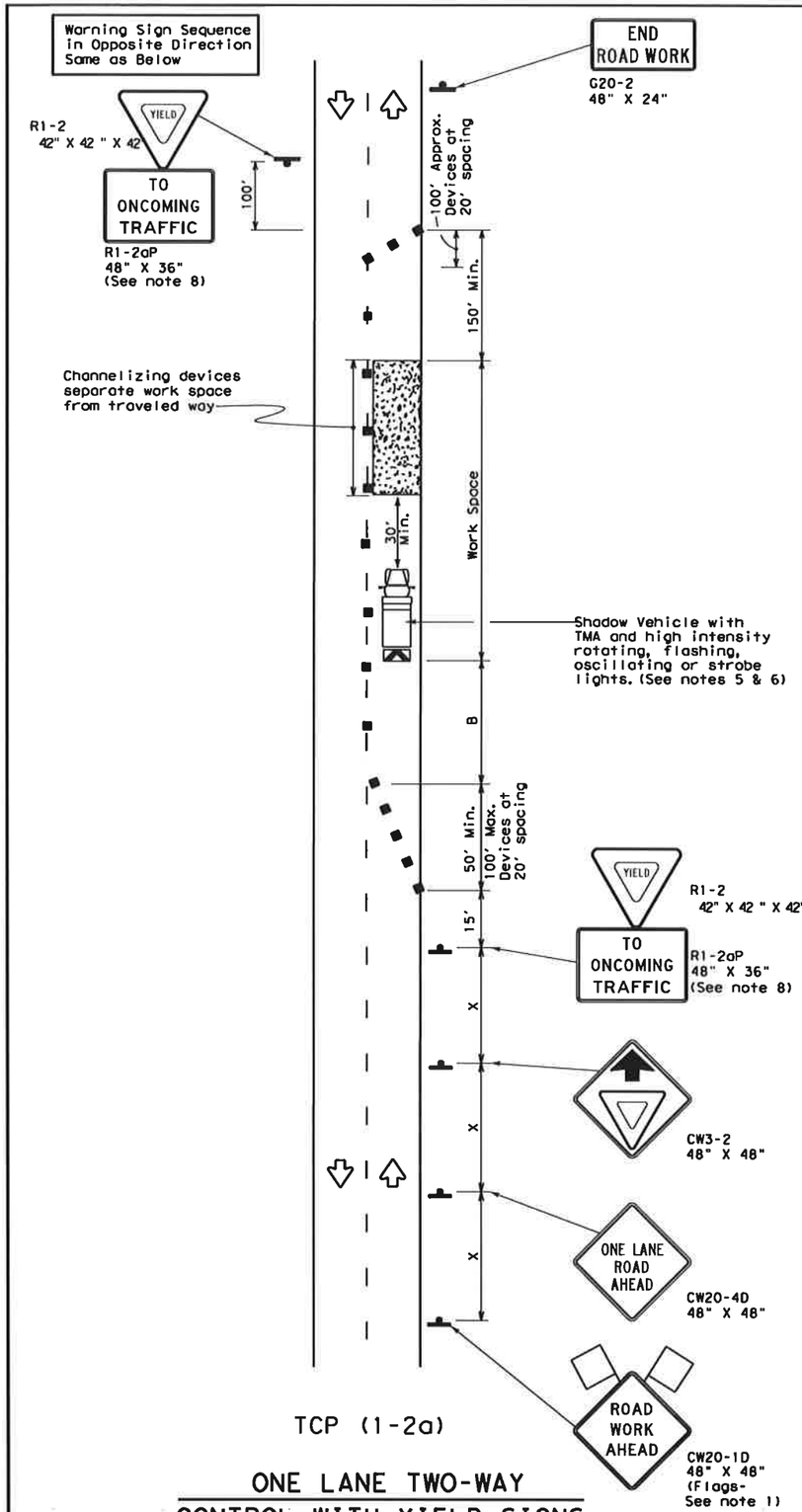
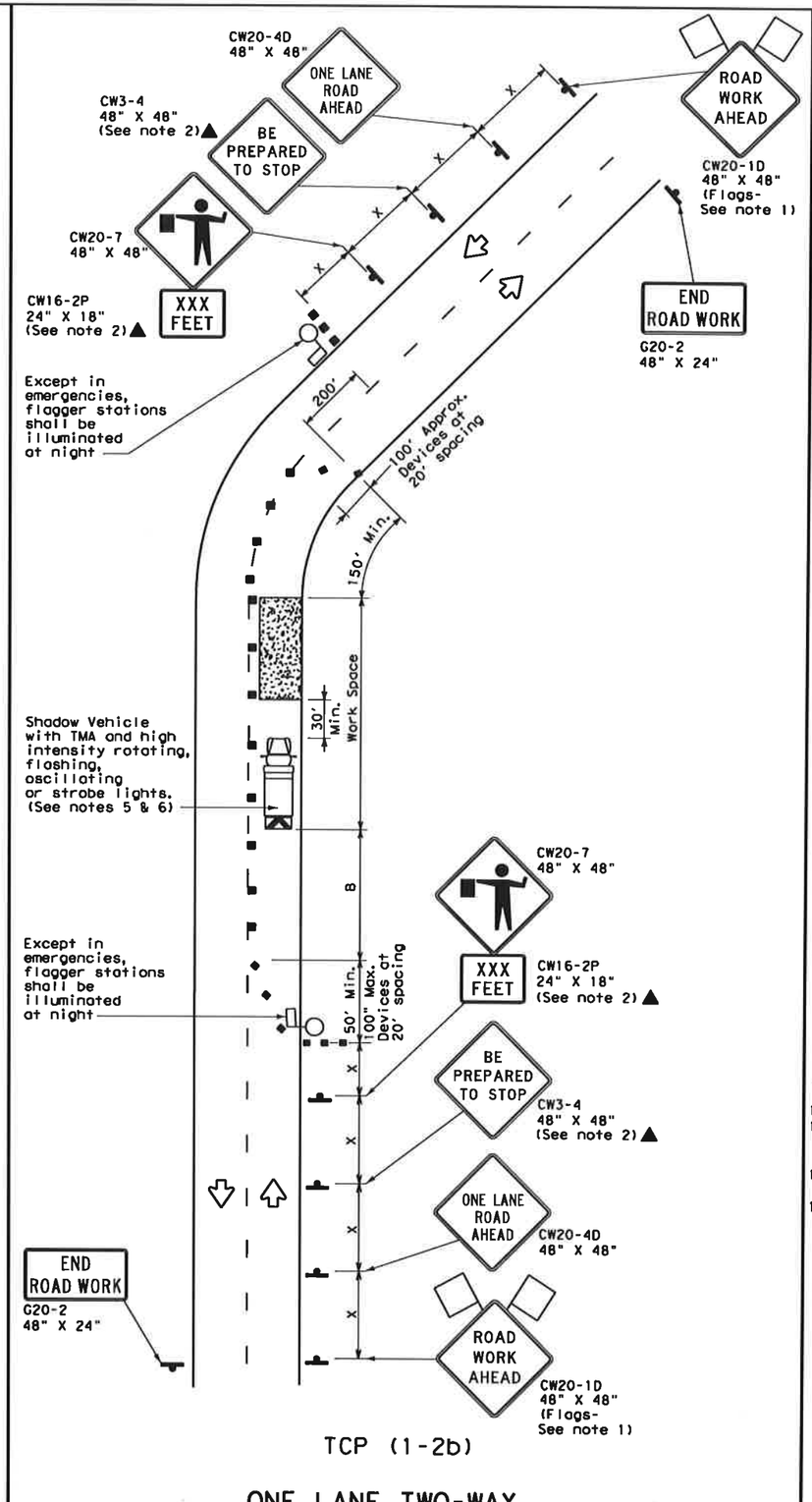


TCP (1-2a)

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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2-94					
1-97		DIST	COUNTY		SHEET NO.
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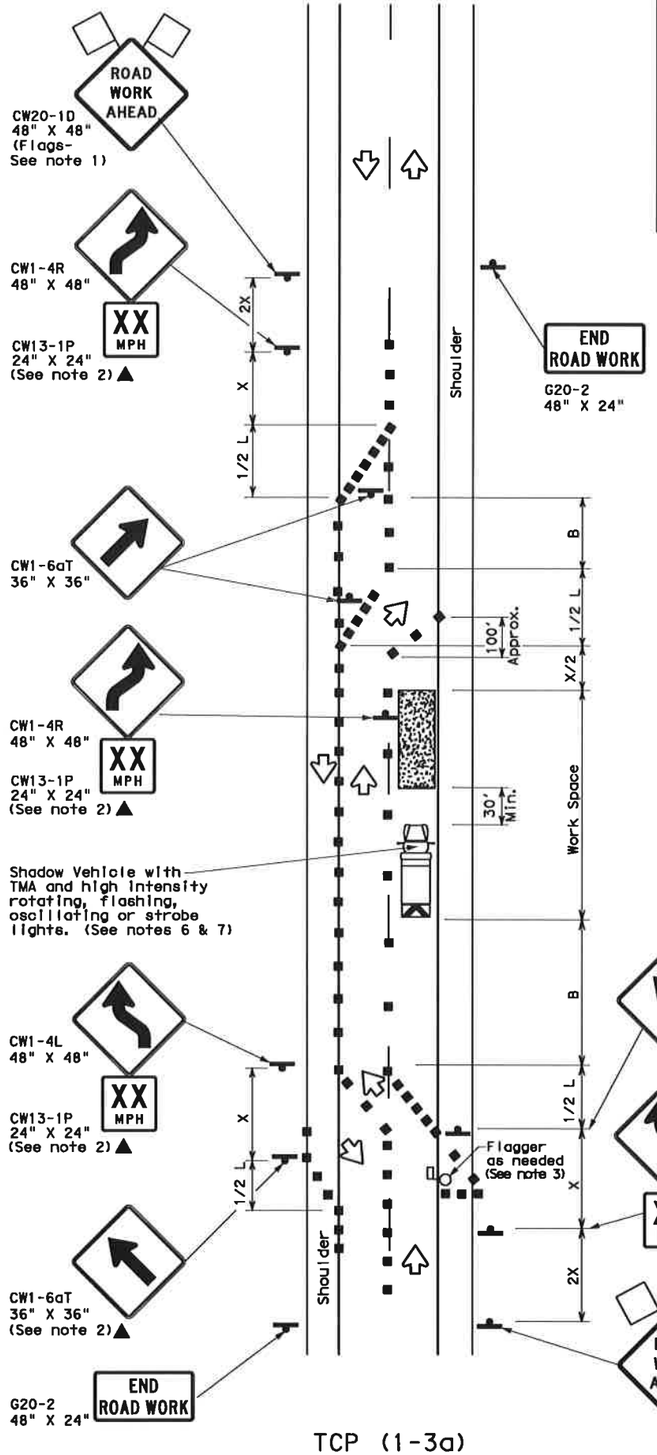
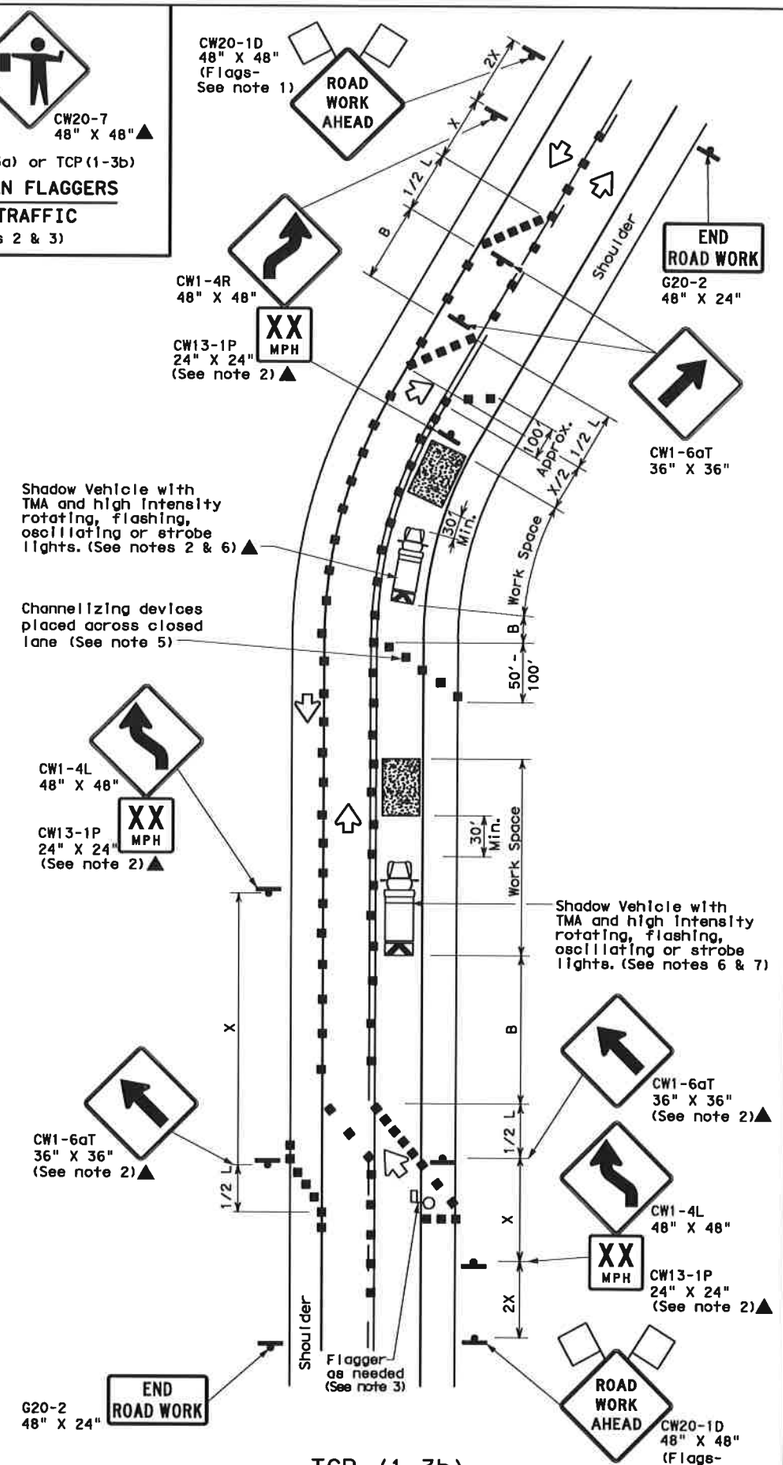


TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW

BE PREPARED TO STOP
CW3-4 48" X 48"▲
CW20-7 48" X 48"▲
For either TCP(1-3a) or TCP(1-3b)

USE ONLY WHEN FLAGGERS CONTROL TRAFFIC
(See Notes 2 & 3)



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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2-94 2-12	CONT	SECT	JOB	HIGHWAY
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4-98				

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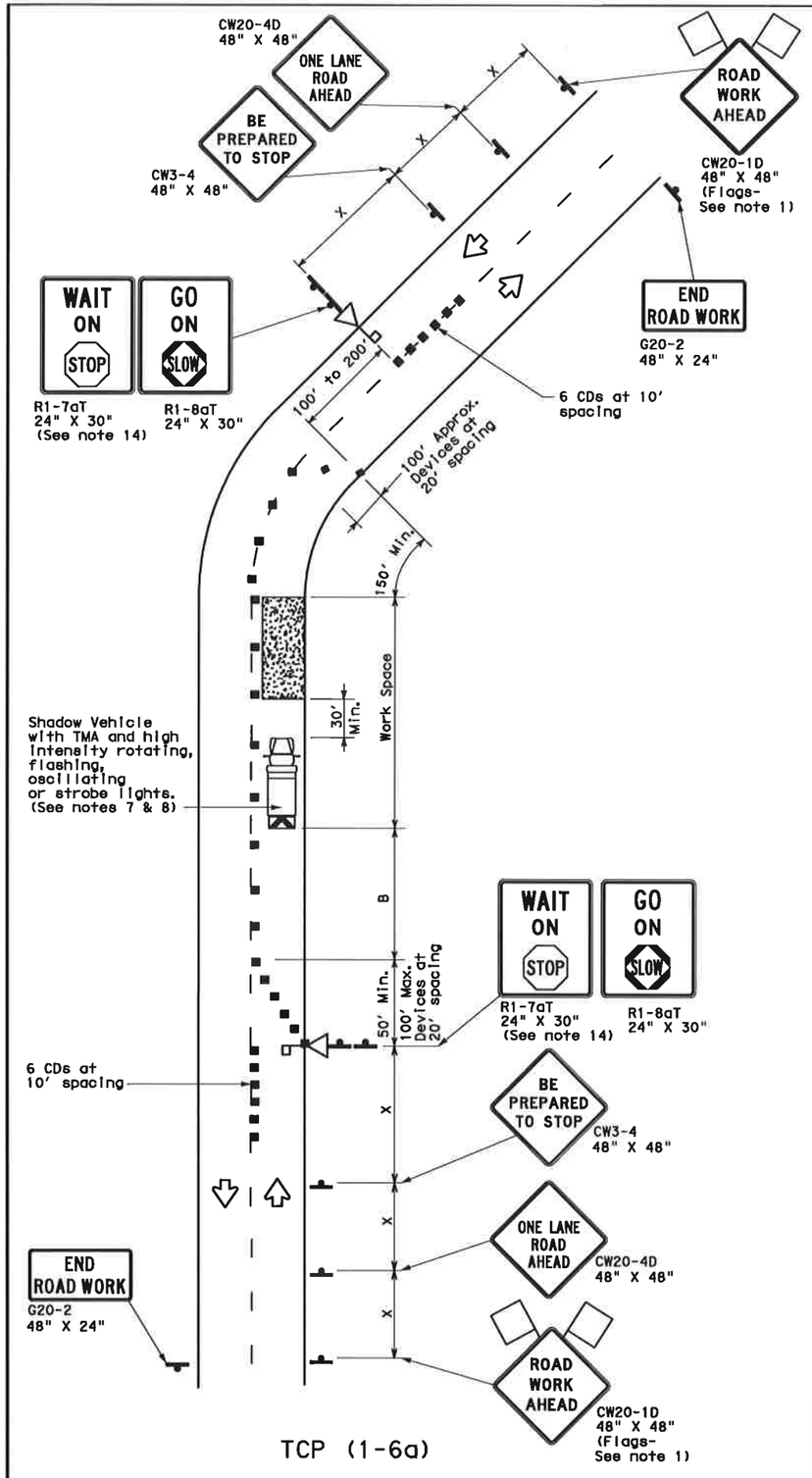
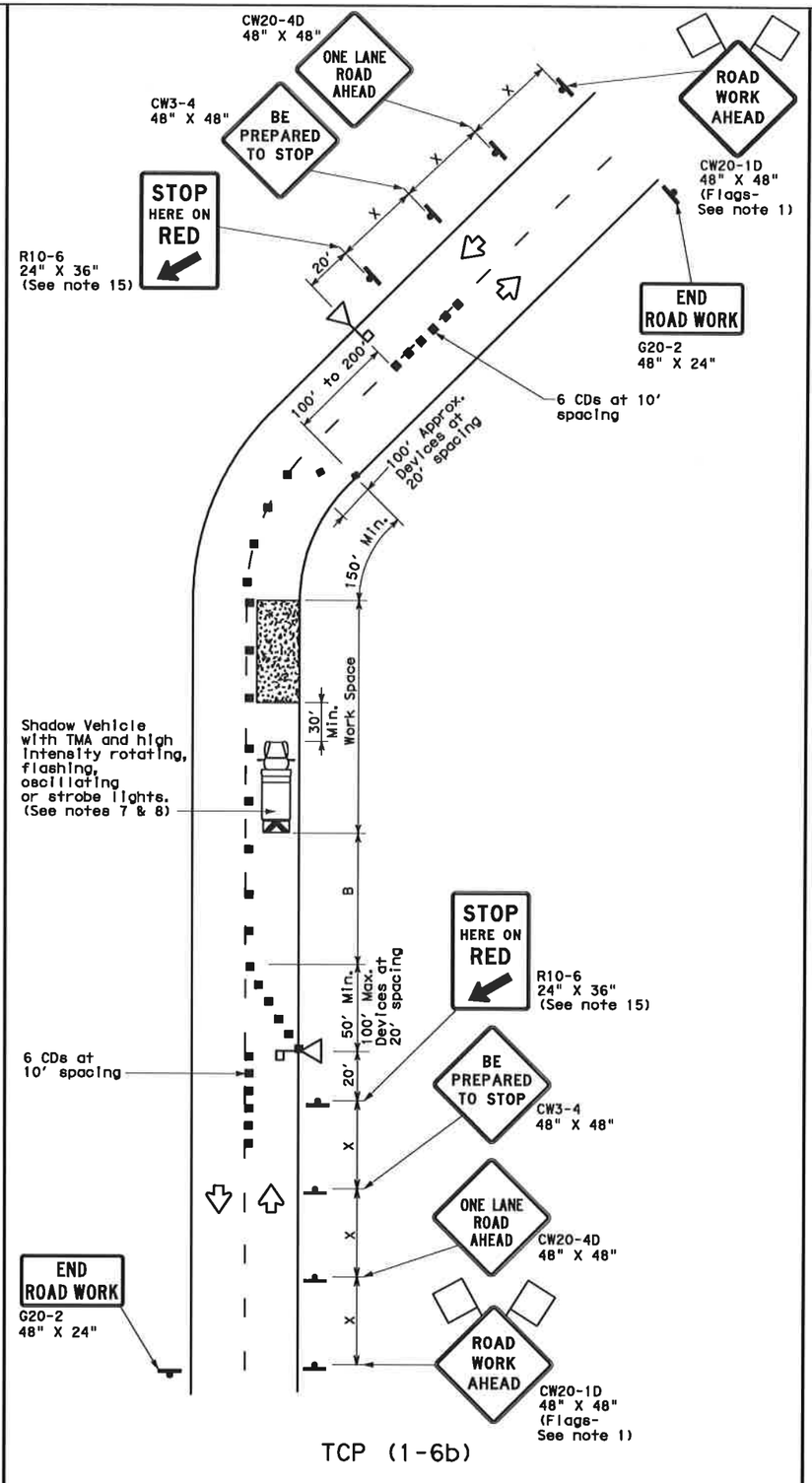


TCP (1-6a)

ONE LANE TWO-WAY CONTROL WITH SIGNS/SLOW AFADs



TCP (1-6b)

ONE LANE TWO-WAY CONTROL WITH RED/YELLOW LENS AFADs

LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	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. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. 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.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. 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 AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

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 AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)

TCP(1-6)-12

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CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

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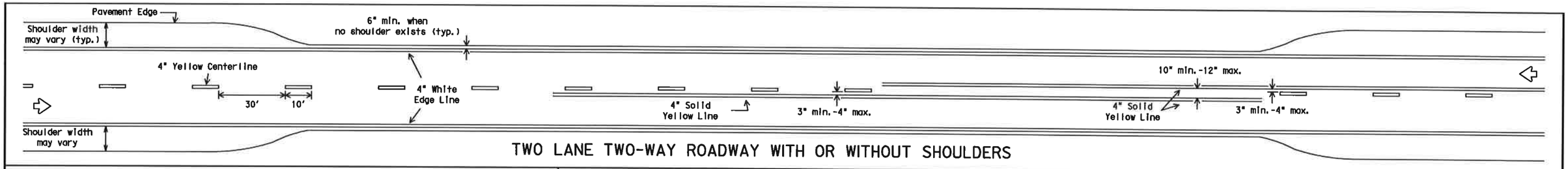
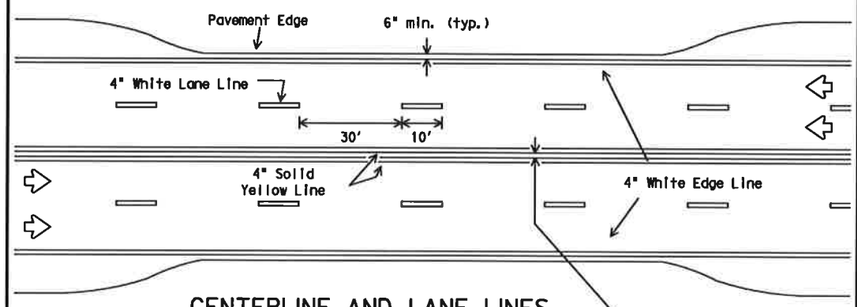
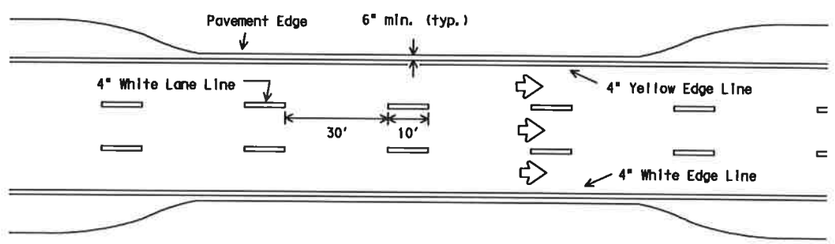


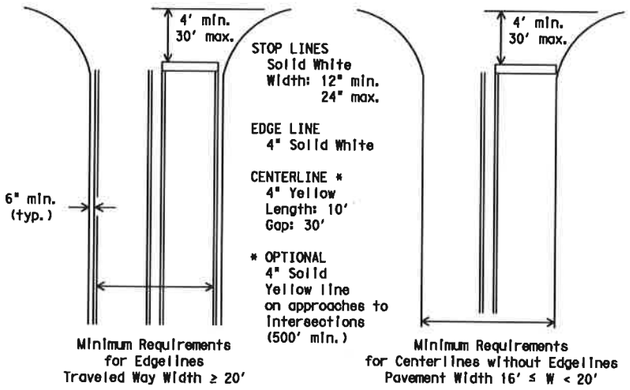
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

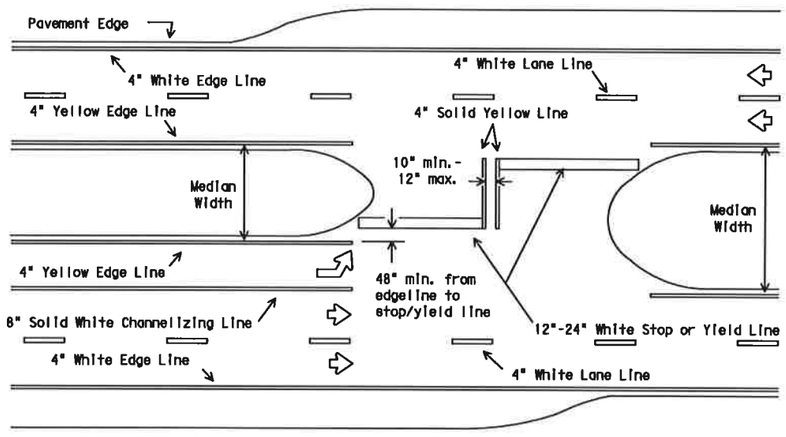


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



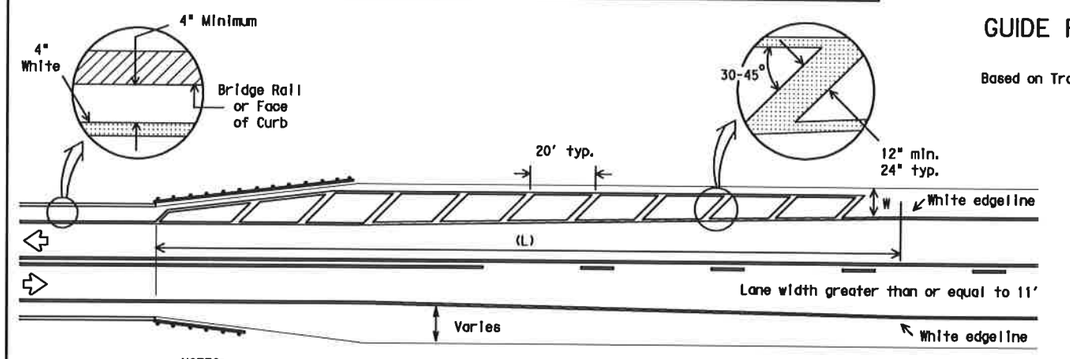
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

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:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

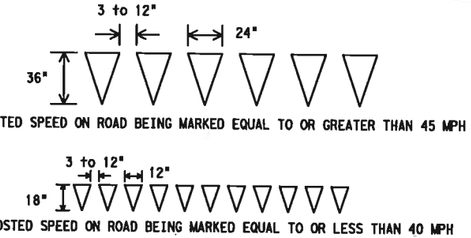
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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8-00	DIST	COUNTY		SHEET NO.
3-03				

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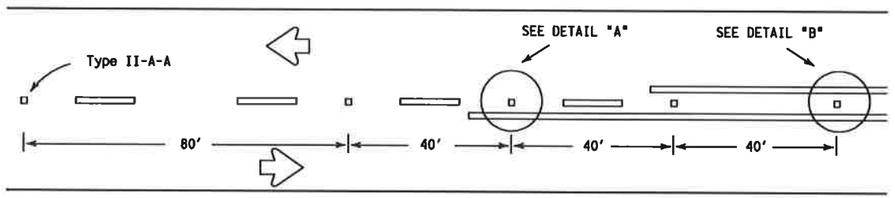
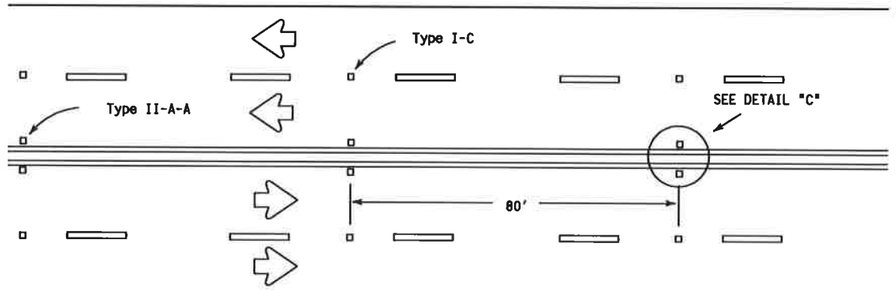
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

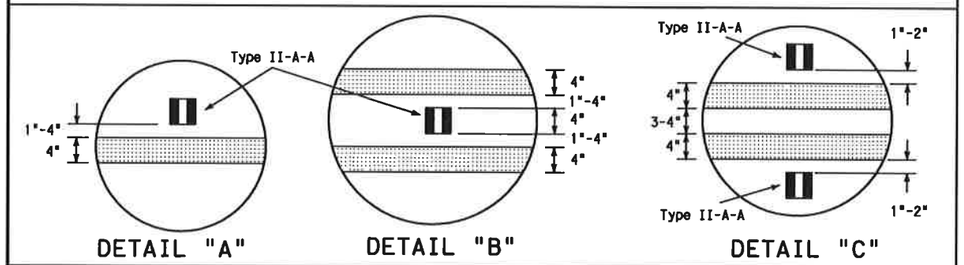


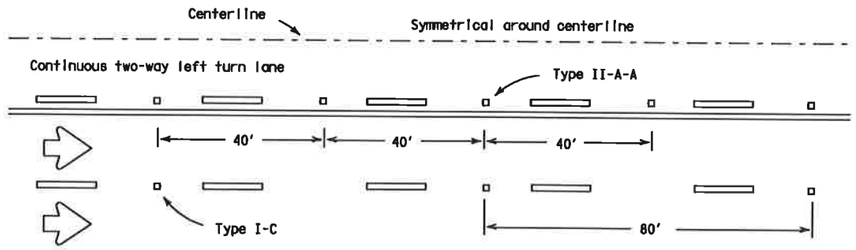
CENTERLINE FOR ALL TWO LANE ROADWAYS



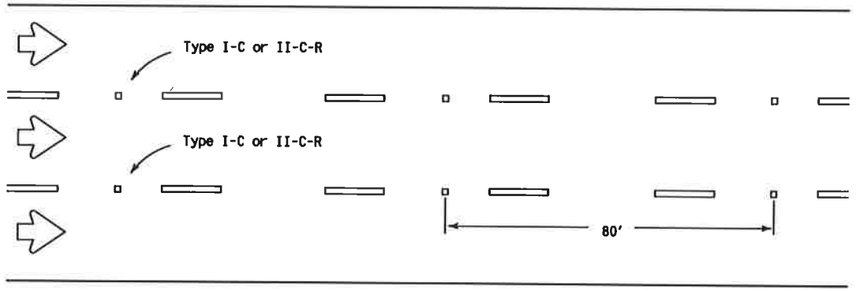
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.





CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE

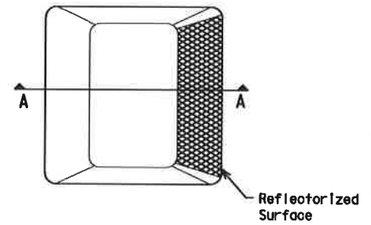


LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

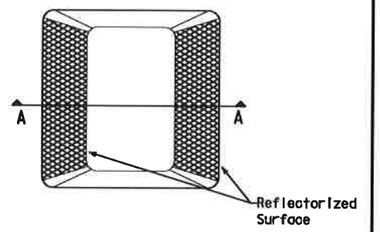
Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.

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

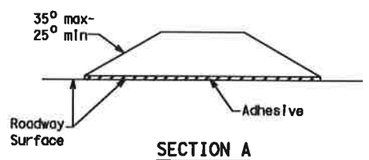
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)

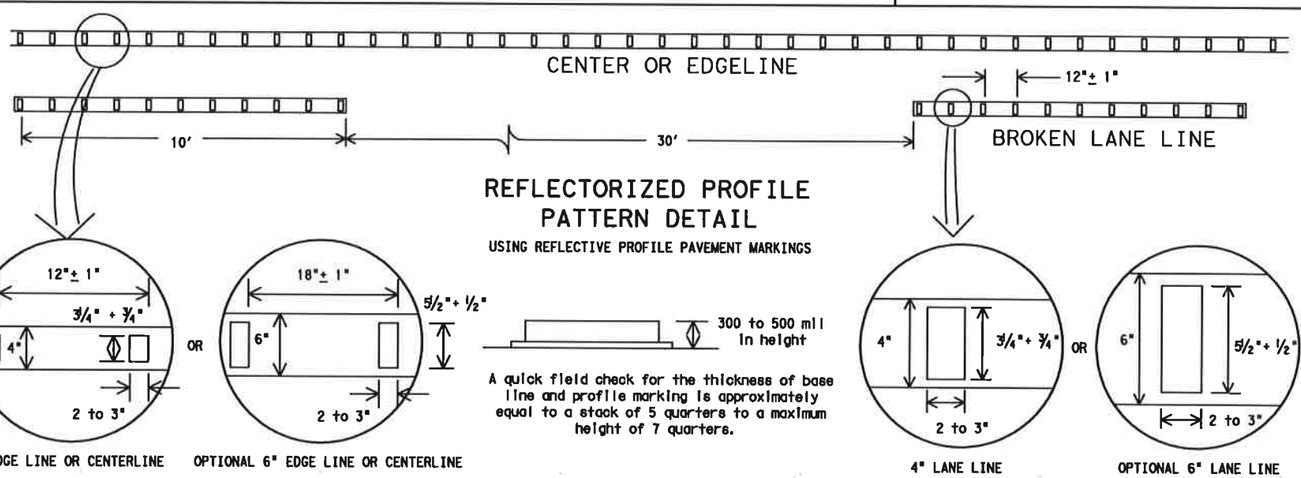


Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS



4" EDGE LINE OR CENTERLINE

OPTIONAL 6" EDGE LINE OR CENTERLINE

4" LANE LINE

OPTIONAL 6" LANE LINE

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.

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS

PM(2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
4-92 2-10
5-00 2-12
8-00
2-08

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

DATE:
FILE:

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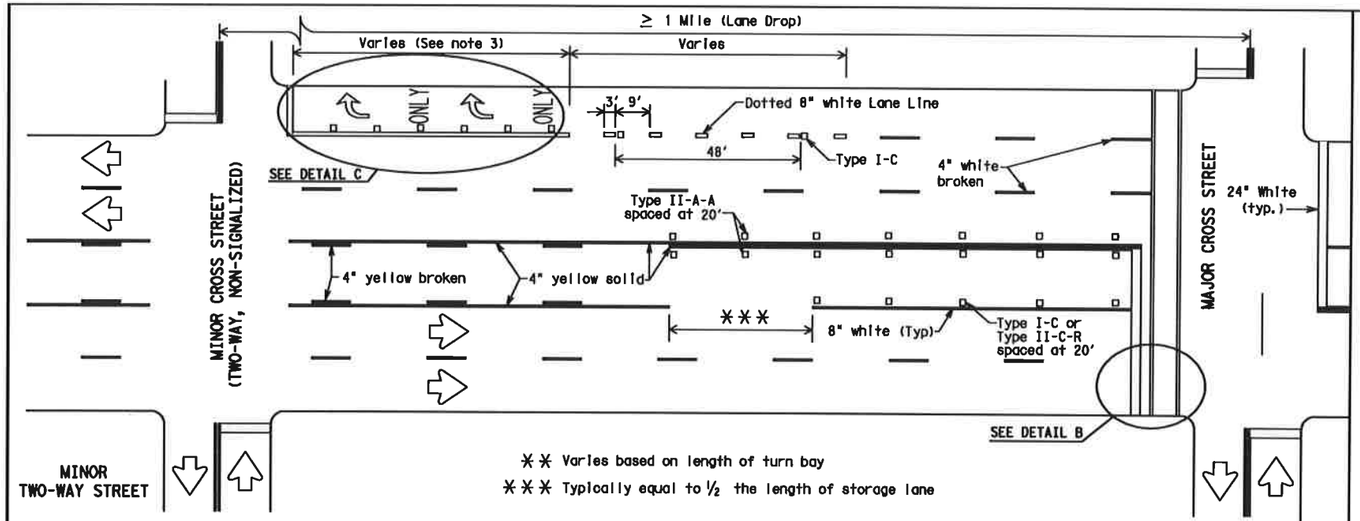
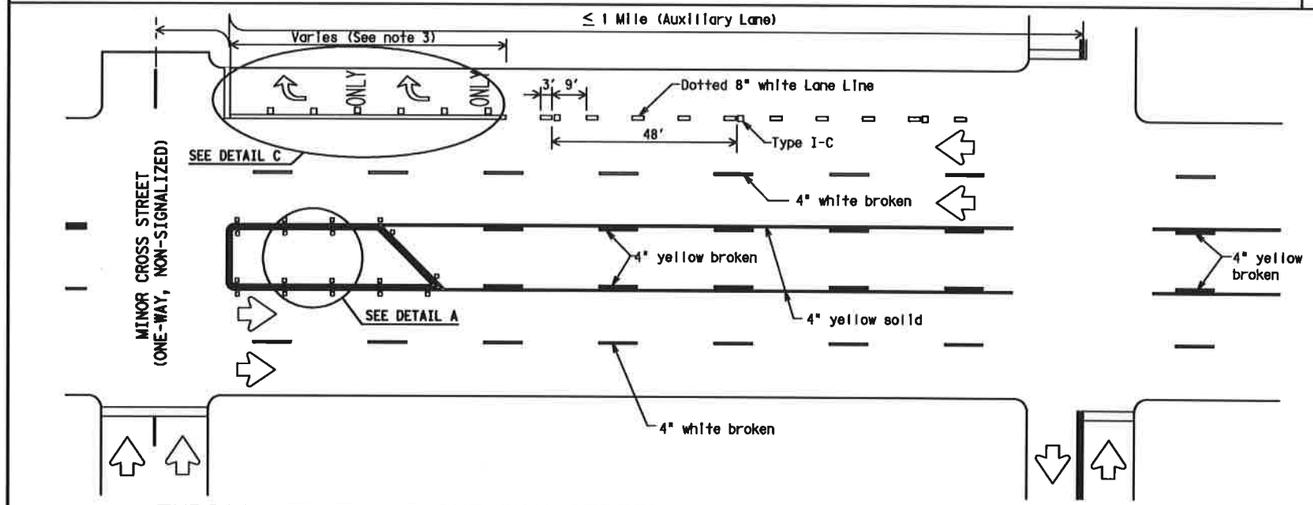
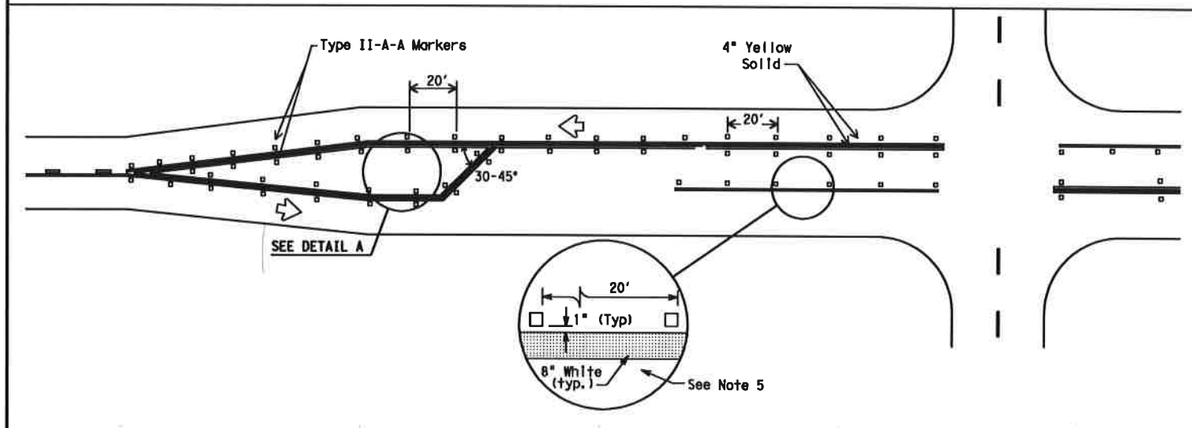
DATE:
FILE:



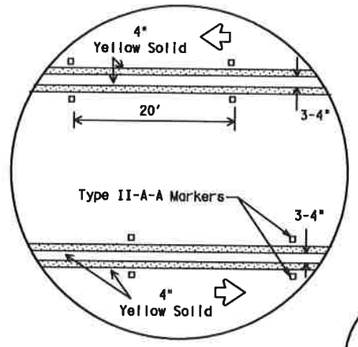
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



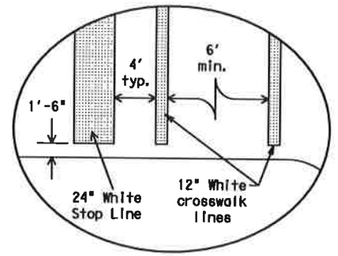
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

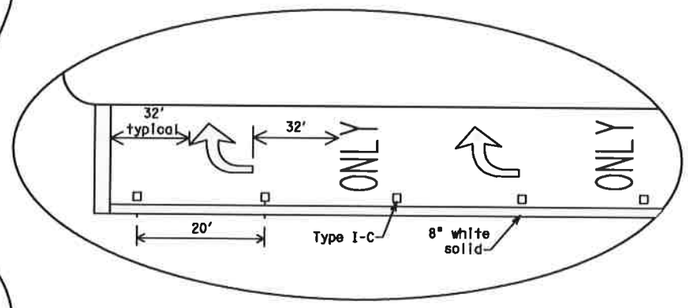


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

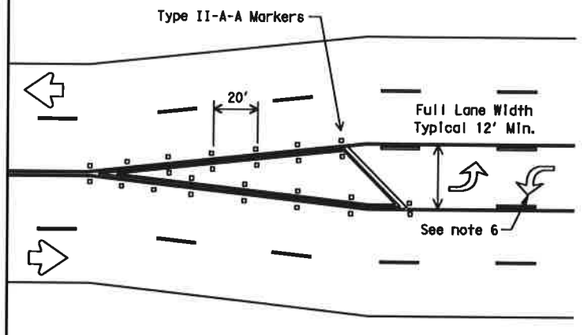
DETAIL B



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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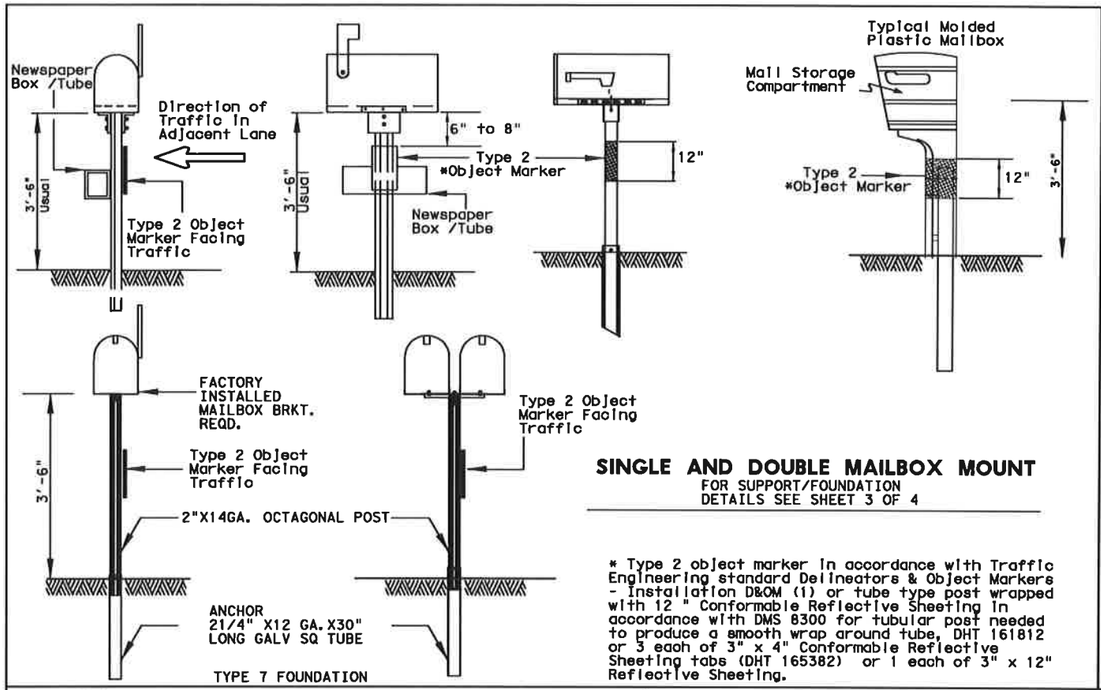
DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
5-00 2-12				
8-00				
3-03	DIST	COUNTY		SHEET NO.
2-10				

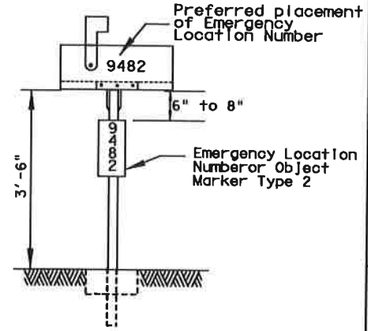


SINGLE AND DOUBLE MAILBOX MOUNT

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

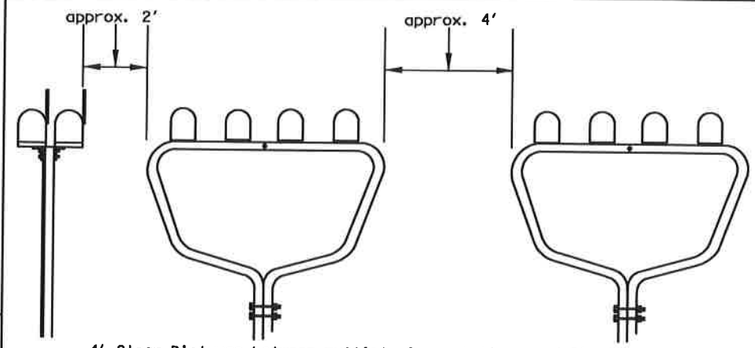
Location Number shall be placed on: 1. A yellow, type A plate with class 1 flat surface reflective sheeting in accordance with DMS 8600. The color of numbers shall be black. or 2: A green or blue plate with white numbers attached to post beside the object marker. Other contrasting color configuration, 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

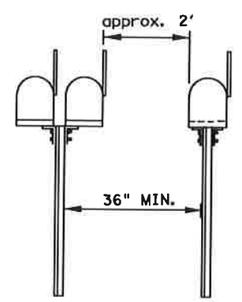
* Maximum allowed dimensions for mailbox
** Excluding Molded Plastic on 4 X 4 Post

MAILBOX SIZES



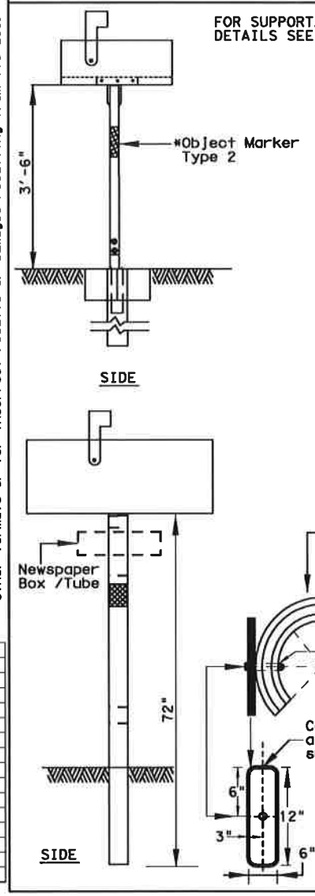
4' Clear Distance between multiple installations and 2' clearance between double or single installations and the multiple installation. DHT #'s 164116 or 149339.

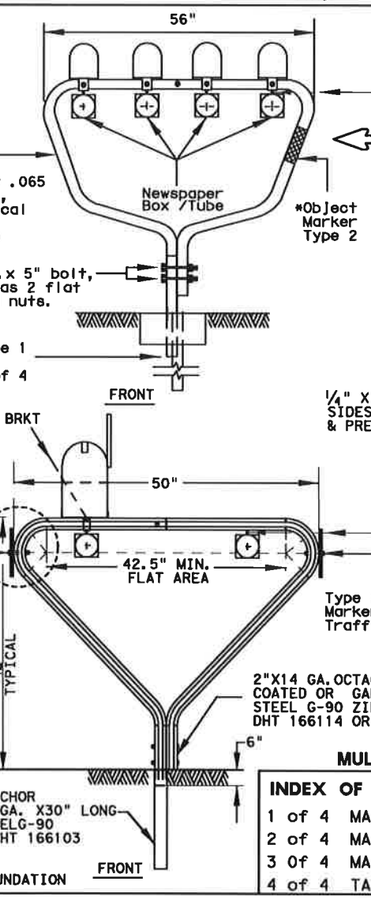
MULTIPLE MAILBOX PLACEMENT

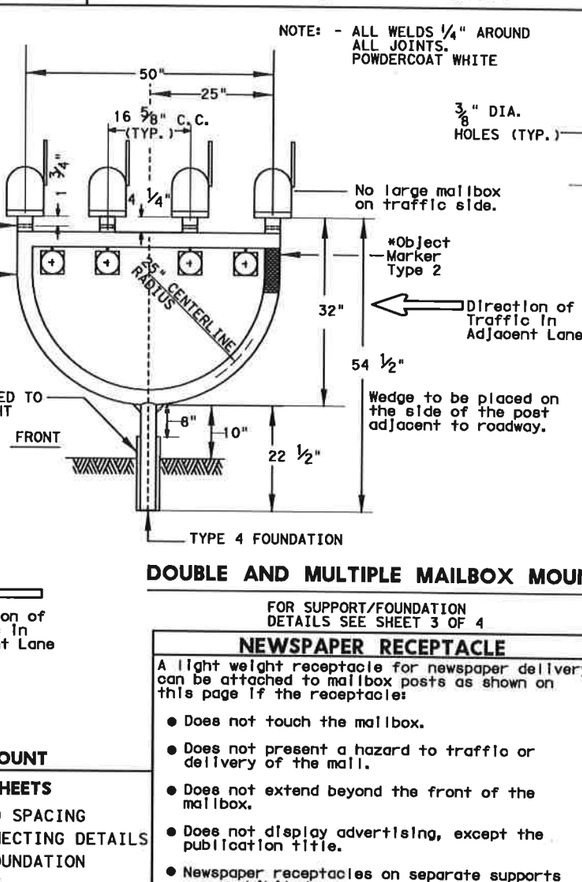


Clear Distance between single or double mounted posts. (Normally when 3 or more mailboxes are in one location, a multiple support is used).

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.

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4

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.

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LEVELS DISPLAYED 1 | 2

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	REQ:
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT		SHEET
		6			
	COUNTY		CONTROL	SECT	JOB	HIGHWAY

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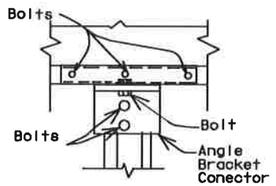
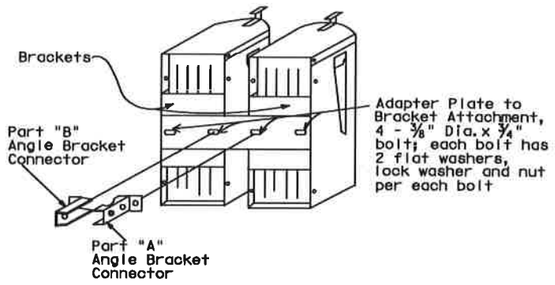


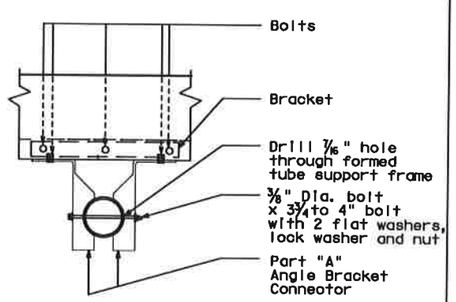
For bolt sizes see details below for "SMALL MAILBOX" and "MEDIUM AND LARGE MAILBOXES"

SINGLE MAILBOX CONNECTION

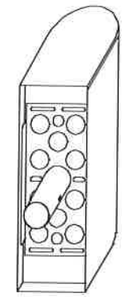


DOUBLE MAILBOX CONNECTION

(Not permitted for Large Mailboxes)

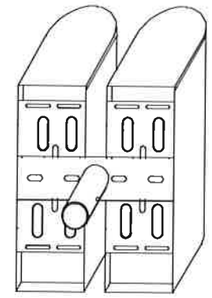


MULTIPLE MAILBOX CONNECTION



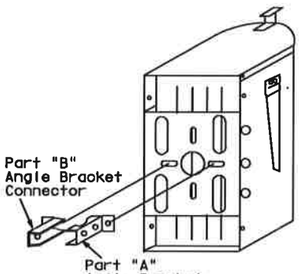
WELDED SINGLE MAILBOX BRACKET CONNECTION

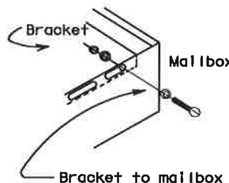
To be used with 2 3/8" OD RR or thinwall Steel posts.



WELDED DOUBLE MAILBOX BRACKET CONNECTION WITH ADAPTER PLATE

To be used with thinwall Steel posts. Not to be used with RR posts.



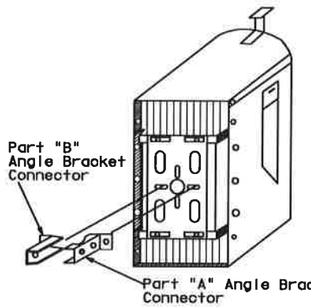


Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/ 2 flat washers and nut per each bolt.

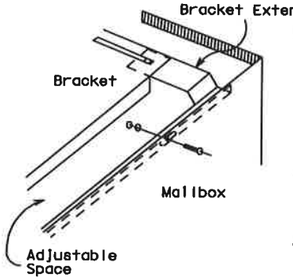
Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt with 2 flat washers, lock washer and nut per each bolt.

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.

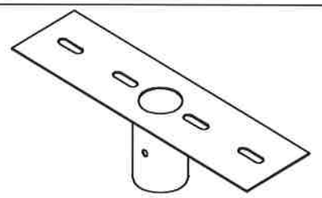
Angle to mailbox support attachment: 2 - 3/8" Dia. x 2 1/2" bolt w/2 flat washers, lock washer, and nut per each bolt.

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.

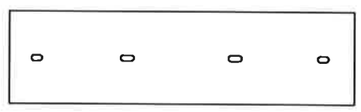


DHT 162323

For use with galvanized thinwall steel posts DHT # 143426 or powder-coated thinwall steel post DHT # 162911.

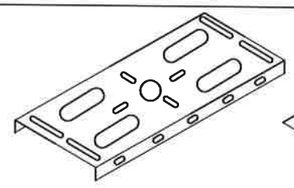
DHT 161443

For use with RCR post DHT # 161442 or galvanized thinwall steel post DHT # 143426 or powder-coated thinwall steel post. DHT # 162911.



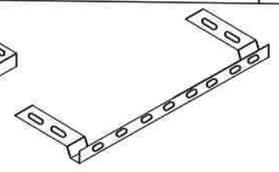
DHT #3789

Used for mounting two Mailboxes on the same post.



DHT 148939

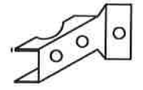
Mailbox Bracket



DHT 148938

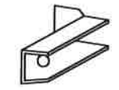
Used for extending 6" wide bracket to attach larger mailboxes.

Bracket Extension



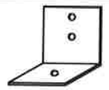
DHT 159489

Part "A" Angle Bracket Connector



DHT 159490

Part "B" Angle Bracket Conneotor

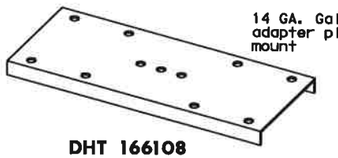


DHT 2917

Angle Bracket For Temporary Mailbox

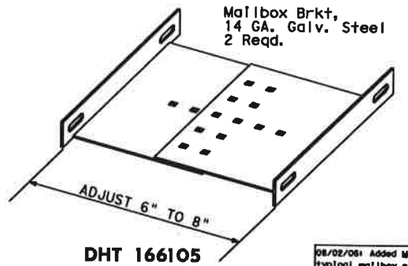
Note on DHT Number

See Table of Applicable DHT Numbers on sheet 4 of 4 for DHT description and unit of measure.



14 GA. Galv. Steel adapter plate for double mount

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.

08/02/05: Added Maximum weight for typical mailbox size.
10/08/2009: Added Accessibility style note
10/9/2009 Added new mailboxpost

Standard Plans

Texas Department of Transportation
Maintenance Division

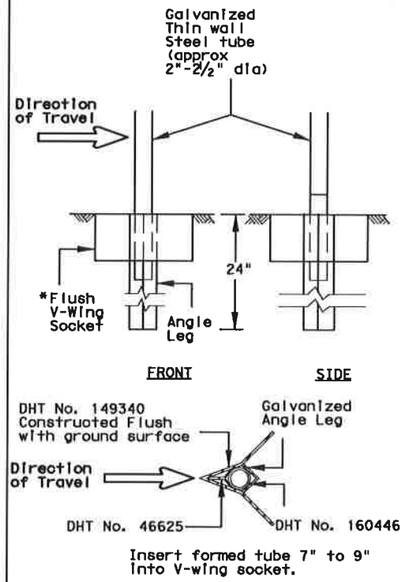
MAILBOX BRACKET CONNECTING DETAILS

MB-11(1)

Sheet 2 of 4

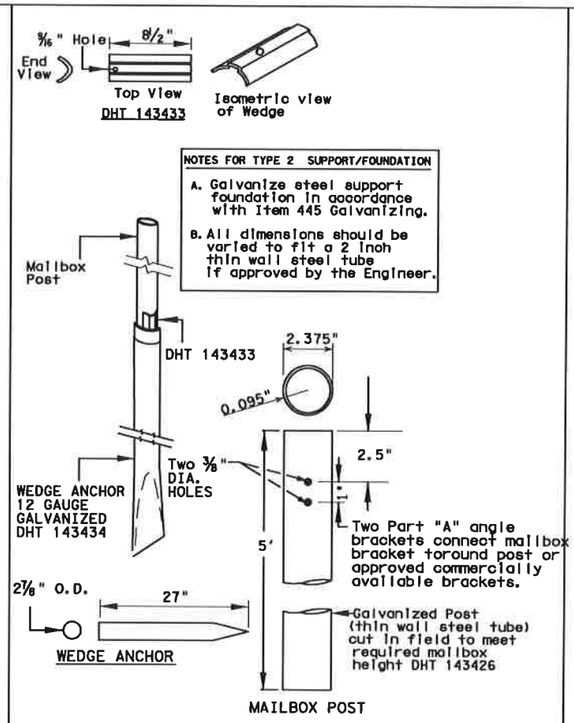
FILE: MB11(1).DGN	DN: JEO	CK: LJB	DW:	CK: ADB	MEG:
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT		SHEET
REVISIONS		6			
02/02/05					
08/08/05: Added general note numbers 6 & 7. Sheet & title block renumbered. 11/16/05: Deleted sheet 4. 10/29/2008 added sheet 4	COUNTY		CONTROL	SECT	JOB	HIGHWAY

LEVELS DISPLAYED
1 2



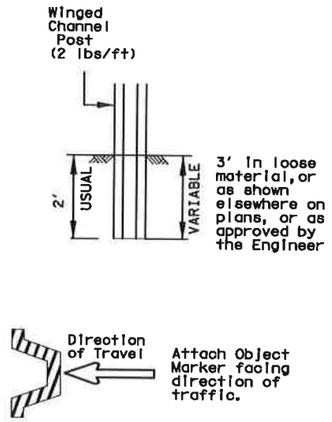
TYPE 1 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ V-LOC ANCHORAGE



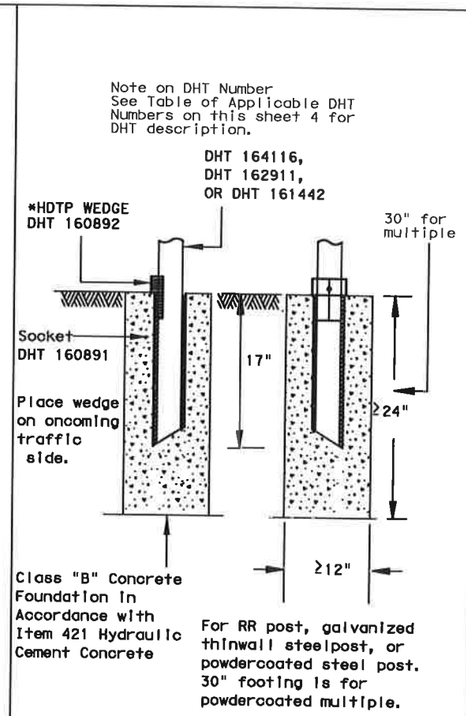
TYPE 2 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ WEDGE ANCHOR SYSTEM



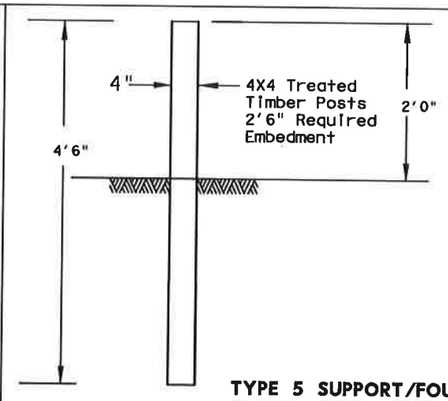
TYPE 3 SUPPORT/FOUNDATION

WINGED CHANNEL POST



TYPE 4 SUPPORT/FOUNDATION

FOR WHITECOATED STEEL POST, MULTIPLE POST, AND RECYCLED RUBBER.

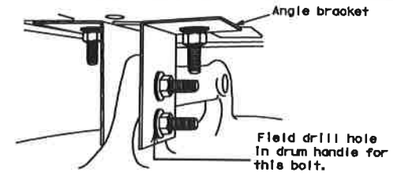


TYPE 5 SUPPORT/FOUNDATION

FOR ONE PIECE MOLDED PLASTIC MAILBOX

ONE PIECE MOLDED PLASTIC MAILBOXES

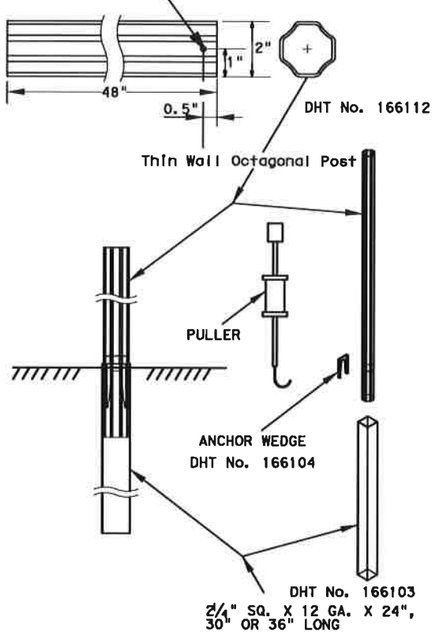
Molded Plastic Mailboxes shall be installed on 4"x4" treated timber posts only. The use of steel pipe or structural tubing in place of timber post is prohibited.



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

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.

LEVELS DISPLAYED 1 2

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: MB11(1).DGN	DN: JEQ	CK: LJR	DW: JEQ	CK: RDB	MESH
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT		SHEET
REVISIONS 01/07/2011: Added note 7 for mailboxes installed in areas with sidewalks.		6			
	COUNTY		CONTROL	SECT	JOB	HIGHWAY

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)

DISCLAIMER:
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LEVELS DISPLAYED
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: JEQ	CK: LJB	DW: JEQ	CK: RDB	MEG:
©TxDOT JANUARY 2011	DIST	FED RDS	FEDERAL AID PROJECT		SHEET
10/23/08 REVISIONS		6			
	COUNTY		CONTROL	SECT	JOB	HIGHWAY

AI-46608 **Purchasing Department 22. C. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 for Raba Kistner, Contract No. C-13-351-01-21 resulting in a revision of the project limits from (City Limits to I Rd) to (Fir St to I Rd) with an estimated cost increase of $ for services under Work Authorization No. 10 for the Pct 2 Owassa Rd Project (I Rd West to Fir St).

BACKGROUND

Estimated Cost Increase for Supplemental Agreement No. 1 is $2,723.87.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-103-0-731

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

BUDGETARY IMPACT:

Funding available as of 9/22/13.

Attachments

SA1

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Erika Zamora Started On: 09/18/2014 04:50 PM

Final Approval Date: 09/19/2014

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

C-13-351-01-21

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **RABA KISTNER Consultants, Inc.** Professional Engineers of, **McAllen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **12th** day of **August, 2014** concerning engineering for materials testing (the "Services") for the Hidalgo County Precinct No. 2 Owassa Road Paving Improvement Project from City Limits to "I" Road in Pharr , Hidalgo County, Texas (hereinafter referred to as the "**Project**"); and,

WHEREAS, Amendment, establishes that the Estimated Cost is **$4,197.77;** and establishes the projects to be designed,

WHEREAS, it has become necessary to amend the Agreement to revise the project limits resulting in an increased estimated amount.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. The revised limit is from "I" Road West to N. Fir Street.

II. The Estimated Cost is revised to $6,921.64.

II. Attachment "A" (Additional Testing Services) is revised and made part of this agreement as attached.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____.

THE ENGINEER:
RABA KISTNER Consultants, Inc.

BY:_____
FOR (Dennis C. Charkow)

Address for Giving Notices:
800 E. Hackberry Ave.
McAllen, Texas 78501

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS (as required)

Attachment "A"

ATTACHMENT "A"

CONTRACT FOR SERVICES C-13-351-01-21	
PMD14-106-00 Exhibit "D" **Hidalgo County Precinct No.2 Owassa Road Paving Improvements from "I" Road to N. Fir Street**	
TOTAL.....	$4,197.77
SUPPLEMENTAL AGREEMENT # 1 **ATTACHMENT "A"**	
TOTAL.....	$2,723.87
GRAND TOTAL	**$6,921.64**

AI-46446 **Purchasing Department 22. C. 2.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase herein listed heavy equipment through County's membership/participation with NJPA contract awarded vendors, in the amounts quoted including delivery and administration fees not to exceed $ 132,150.73 for: One 2014 Cat Model CT660 Dump Truck from Holt Texas, LTD DBA Holt Cat National Joint Powers Alliance Contract # 060311-CAT

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-431-00-122-030-0-742

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

BUDGETARY IMPACT:

Funds available through Req#262949.

FISCAL YEAR: 2014 **ACCT. #:** 4-1339-431-00-122-030-0-742

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

BUDGETARY IMPACT:

Funds available through Req#262949.

Attachments

Backup HOLT and NJPA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/17/2014 04:35 PM
Budget & Management	Debbie Tamez	09/18/2014 01:49 PM
Glinda Pacheco	Glinda Pacheco	09/18/2014 02:21 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Elena Gomez Started On: 09/10/2014 04:15 PM

Final Approval Date: 09/19/2014

1320 South 25th Street
Edinburg, TX 78539
(956) 289-7600
Fax (956) 383-6819

September 1, 2014

Governmental Contract Initiative (GOV-11-NJPA) with the National Joint Powers Alliance Contract – 060311-CAT.

Hidalgo County PCT #2
Roque Cavazos
300 West Hall Acres Road #G
Pharr, TX 78577

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New 2014 Cat Model CT660 Dump Trucks with standard equipment in addition to the additional specifications listed in the attached detailed truck proposal.

NJPA Pricing

Base Model	Part #	List Price
CT660	Tractor	$132,132.88
Options		
Optional Attachments		$28,834.46
Sub Total		$160,967.34
*NJPA Member Discount 23% + Holt Discount 10.80%		($54,406.96)
Machine Price with Discount applied		$106,560.38
Customer Invoice-Non-Discountable Items		
Freight		$2025.00
Miscellanous		$0.00
Emissions Charge and Label		$8,000.00
16' Maverick OX Dump Body		$15,565.35
TOTAL PER TRUCK		$132,150.73

132,132.88 +
28,834.46 +
160,967.34 *
160,967.34 +
54,406.96 -
106,560.38 *
106,560.38 +
2,025.00 +
8,000.00 +
15,565.35 +
132,150.73 *

Mark Brunnemann
Sales Representative
Direct (956) 289-7636
Cell (956) 330-0630 Mark.Brunnemann@holtcat.com

HOLT CAT Truck Center
1320 South 25th Street
Edinburg, TX 78539
956-289-7600

Customer Proposal Letter

September 1, 2014

Thank you for the opportunity to earn your business.
We look forward to working with you on your future business needs.
Please accept the following proposal.

CUSTOMER: Hidalgo County PCT #2
ADDRESS: 300 West Hall Acres Road #G
CITY, STATE, ZIP Pharr, TX 78577

NJPA CONTRACT#
060311-CAT

CONTACT: Roque Cavazos
PHONE: 956-787-1891
FAX:

VEHICLE BUYER'S ORDER

Make CAT Model CT660 Year 2014 Stock Number TGA 00303

To be delivered on or about 2 Days from Reciept of PO

Vin # 3HTJGTKR0EN034132

ADDITIONAL VEHICLE & ACCESSORIES DESCRIPTION:

Quantity	1	
Truck Price Per Unit	$116,585.38	0. *
Optional Equipment	$15,565.35	Truck w/discounts 106,560.38 +
12% F.E.T. (Factory & Dealer Paid)	N/A	Freight 2,025.00 +
Net Sales Price	$132,150.73	Emissions 8,000.00 +
Optional Extended Warranty(ies)		003
6.25% State Sales Tax		116,585.38 *
License, License Transfer, Registration Fee		
Documentary Fee		
1% Emissions Fee		
Administration Fee		116,585.38 +
.0024170% Vehicle Inventory Tax		Dump truck 15,565.35 +
Additional Taxes		002
Out of State Vehicle Fee		
Total Sales Price	$132,150.73 ✓	132,150.73 *

Trade Allowance _____ *

*** See DISCLAIMER below**

Sales Representative _____ signature — Mark Brunnemann printed name

Purchaser _____ signature — _____ printed name

_____ title — _____ date

Quote good until 30 Days

NOTES:
Truck will come with a Ox Body Model 16' Maverick dump

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard for Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealers stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock or maintain any specific inventory level. Deale shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

CT660S SBA 6x4

Sales Proposal For:

Hidalgo County PCT 2 - Dump Truck - Auto

Presented By:

HOLT TEXAS LTD.

CAT

September 1, 2014

Prepared For:
Hidalgo County PCT 2 - Dump Truck - Auto
,
Reference ID: N/A

Presented By:
HOLT TEXAS LTD.
Mark Brunnemann
3302 S W W WHITE RD
SAN ANTONIO TX 78222 - 4843
(210)648-8343

We are pleased to have the opportunity to offer the following proposal for the application you requested.

Model Profile
2014 CT660S SBA 6x4 (CF7AA)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 54000. Calc. GVWR: 53200 Calc. Start / Grade Ability: 40.00% / 2.89% @ 55 MPH Calc. Geared Speed: 79.8 MPH
FUEL ECONOMY:	6.83 MPG @ 55 MPH
DIMENSION:	Wheelbase: 215.00, CA: 153.00, Axle to Frame: 59.00
ENGINE, DIESEL:	{CT 13} EPA 10, 410 HP @ 1700 RPM, 1450 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 410 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Caterpillar CX31} 1st Generation Controls; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump Gear Ratio: 5.29
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply
TIRE, REAR:	(8) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings
PAINT:	Cab schematic 100KT Location 1: 9219, Winter White (Std) Chassis schematic N/A

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
CF7AA00	Base Chassis, Model CT660S SBA 6x4 with 215.00 Wheelbase, 153.00 CA, and 59.00 Axle to Frame.	$132,132.88
1570	TOW HOOK, FRONT (2) Frame Mounted	$372.38
1652	CROSSMEMBER, REAR Relocated to End of Frame	$234.14
1CDH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 543.0" (13793mm) Maximum OAL	$0.00
1LBC	BUMPER, FRONT Multi-piece Stainless Steel Includes : FOG LIGHT OPENING (2) and with Rectangular Hole for Step	$0.00
1WVS	WHEELBASE RANGE 183" (465cm) Through and Including 228" (580cm)	$704.13
2ASG	AXLE, FRONT NON-DRIVING {Meritor MFS-13-143A} Wide Track, I-Beam Type, 13,200-lb Capacity	$0.00
3ACH	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 14,000-lb Capacity; With Shock Absorbers Includes : SPRING PINS Threaded	$0.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : INVERSION VALVE Bendix SR-1 and Double Check Valve : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	$0.00
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank Includes : DRAIN VALVE Mounted in Wet Tank	$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	$0.00
4EBS	AIR DRYER {Bendix AD-9} With Heater Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	$0.00
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 Sqln	$0.00

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	$0.00
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	$0.00
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder	$0.00
5710	STEERING COLUMN Tilting and Telescoping	$0.00
5PSA	STEERING GEAR {Sheppard M-100} Power	$0.00
5WBH	STEERING WHEEL {Caterpillar} 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped	$0.00
7BDS	EXHAUST SYSTEM Single, Vertical Aftertreatment Device Frame Mounted Right Side; Includes Vertical Tail Pipe & Guard	$0.00
	Includes : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish	
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust	$84.21
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	$119.15
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	$0.00
	Includes : BATTERY BOX Aluminum : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Composite with Halogen Projector Beam : HORN, AIR Single, Chrome : HORN, ELECTRIC Single : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : READING LIGHT, CAB (2) with Individual Switches; One Above Each Door : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	
8653	HORN, AIR Single, Located Under Cab	$0.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	$0.00
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	$0.00
8MMJ	BATTERY SYSTEM {Caterpillar} (3) 12 Volt 2130CCA Total	$0.00
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	$329.67

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror	$0.00
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	$0.00
8WEZ	TURN SIGNAL SWITCH Self-Canceling	$0.00
8WKG	BATTERY BOX Aluminum With Aluminum Cover, 30" Wide, 2, 3 or 4 Battery Capacity, Mounted Right Side Under Cab	$598.42
8WNH	RUNNING LIGHT (2) Daytime	$0.00
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	$88.69
9ASE	FRONT END Tilting Composite Includes : GRILLE SURROUND Brushed Stainless Steel	$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	$143.62
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	$65.36
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	$0.00
10UAB	VEHICLE REGISTRATION IDENTITY ID for US States EXCLUDING: California, Connecticut, Delaware, Georgia, Maine, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania	$0.00
10WJM	GCWR RANGE , GCWR Equal to or Less than 66,000-lb, for Transmission Application Validation	$0.00
11001	CLUTCH Omit Item (Clutch & Control)	$0.00
12KWX	ENGINE, DIESEL {CT 13} EPA 10, 410 HP @ 1700 RPM, 1450 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 410 Peak HP (Max)	$1,757.63
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	$0.00
12UBH	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1564 Sqln, 1572 Sqln Dual CAC, 1293 Sqln 3 Core LTR	$0.00
12VBT	AIR CLEANER Single Element, Heavy Duty	$0.00
12VED	FEDERAL EMISSIONS for 2010; CT 13 Engines	$8,000.00
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	$28.06
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type	$29.99
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control	$0.00
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	$0.00

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)	$0.00
13CZZ	TRANSMISSION, AUTOMATIC {Caterpillar CX31} 1st Generation Controls; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway	$20,200.86
	Includes : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan	
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; For Use With Automatic Transmission Less Retarder	$895.05
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	$333.79
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO	$53.75
14862	PDL WARNING BUZZER Power Divider Lock	$26.88
14GVU	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump . Gear Ratio: 5.29	$0.00
	Includes : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle	
14UHD	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings	($311.54)
	Includes : CROSSMEMBER, SUSPENSION 5-Piece	
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	$171.10
14WLD	AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 50 thru 64.99 Pints	$153.94
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor	$0.00
15SHC	FUEL TANK Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378 L Capacity Left Side, Under Cab.	$237.40
16031	CAB Conventional	$0.00
	Includes : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area : DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : SKIN Riveted	

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
	: STEP (4) Two Steps Per Door	
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	$0.00
16HGL	GAUGE, OIL TEMP, REAR AXLE	$85.14
16JPC	SEAT, DRIVER {National 2000 Model 295} Air Suspension, Intermediate Back, All Vinyl, 2 Arm Rests, Isolator, 7" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 3 Position Rear Cushion, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	$0.00
16RAC	SEAT, PASSENGER {National 2000 Model 292} Non Suspension, Intermediate Back, All Vinyl, 11 Degree Back Angle Adjustment	$484.65
16SKT	MIRRORS (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Amber Lens Clearance Light LED, Turn Signals, Black Painted Finish Heads, Brackets & Arms	$4.30
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates	$0.00
16VTH	CAB INTERIOR TRIM Premium Level; for Caterpillar, Day Cab	$0.00
	Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Vinyl : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper and Lower Grab Handles, Both Sides : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Vinyl : HEATER BOX Metal, Painted Black : INSTRUMENT PANEL TRIM Vinyl : MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side : STORAGE POCKET, DOOR (2) Driver and Passenger Door : SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer	
16VZA	WINDOW, REAR 52.25" Wide	$0.00
16WAK	WINDOW, POWER (2) in Left and Right Doors	$0.00
16WJG	CAB DOOR LOCKS Power	$0.00
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster	$0.00
16WKR	WINDSHIELD Single Piece	$0.00
16WLD	CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly	$0.00
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/ Marker Lights	$0.00
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts	$29.03
27DMD	WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Aluminum Hubs	$210.70
28DMD	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Aluminum Hubs.	$502.24
29WLA	WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil	$21.50

2014 CT660S SBA 6x4 (CF7AA)

Code	Description	List (US DOLLAR)
7372135423	(8) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	$916.48
7382135419	(2) TIRE, FRONT 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply	$263.74
	Total of Product Features	**$168,967.31**
	Total List Price Including Options:	**$168,967.31**

106,560.38 Truck
2025.00 Freight
8000.00 Emissions
116,585.38
+ 15,565.35 Dump Body
132,150.73

0 ^
372.38 +
234.14 +
704.13 +
84.21 +
119.15 +
329.67 +
598.42 +
88.69 +
143.62 +
65.36 +
1,757.63 +
28.06 +
29.99 +
20,200.86 +
895.05 +
333.79 +
53.75 +
26.88 +
311.54 -
171.10 +
153.94 +
237.40 +
85.14 +
484.65 +
4.30 +
29.03 +
210.70 +
502.24 +
21.50 +
916.48 +
263.74 +
029
28,834.46 *

Option Prices
- 8,000 Emissions

28,834.46 ✓
132,132.88 +
002
160,967.34 * ✓

160,967.34 x
23 %
37,022.48 *

NJPA Discounts
37,022.48 -
123,944.86 *

123,944.86 +
123,944.86 +
10.8 %
17,384.47 *

0 *

37,022.48 +
17,384.47 +
002
54,406.95 * ✓

CATERPILLAR®

Caterpillar, Inc. - Heavy Construction Equipment

NJPA AWARDED CONTRACT

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Mike Hynes
Direct Phone: 309-675-4095
Hynes_Mike_J@cat.com
www.govbidspec.com

Contra t 060311-CAT
Categor Heavy & Utility Equipment
u Categor Heavy Construction Equipment
Des ri tion Heavy Construction Equipment
aturit Date 10/19/2015

Caterpillar has grown to be the largest maker of construction and mining equipment, diesel and natural gas engines, and industrial gas turbines in the world. Team Caterpillar is proud to be providing our products to the NJPA membership by way of contract #060311-CAT.

Through Caterpillar's extensive dealer network, NJPA members will be able to select from over 120 models spanning from 14 product families. In addition to the breadth of products, Caterpillar's dealer network will deliver the exceptional service and support our customers have grown to expect.

Find a CAT Dealer

Contract Discount Structure

National Joint Powers Alliance® (herein NJPA)
REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES

RFP Opening

June 3, 2011
8:00 AM Central Time
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

RFP #060311

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to provide HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES, on behalf of ourselves and our Members from government, education, and non-profit agencies located in all 50 states and potentially internationally. Details of this RFP are available beginning April 20, 2011and continuing until May 11, 2011. Details and specifications may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 2, 2011 at 4:00 p.m. Central Time at the above address and opened June 3, 2011 at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

April 20, 2011 and April 27, 2011	*• Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
May 11, 2011	*• Deadline for RFP requests*
May 13, 2011 10:00AM Central	*• Pre-Proposal Conference (webcast – conference call)*
June 2, 2011 4:00 PM. Central	*• Deadline for Submission of Proposals*
June 3, 2011 8:00AM Central	*• Public Opening of Proposals*

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

all times.

4.19 Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued products/services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.20 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.21 Proposal pricing is to be established as a ceiling price. At no time may the proposed products/services be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

4.22 Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.23 Proposers are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.24 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.25 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED GOODS

4.26 NJPA and NJPA Members may, from time to time, request goods and/or products/services within the scope of this RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods.

4.27 An awarded Vendor resulting from this RFP may "Source" these products/services for NJPA or NJPA Member to the extent they:

4.27.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.27.2 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA Member.

4.27.3 Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

G. COST PLUS A PERCENTAGE OF COST

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Caterpillar, Inc. (Vendor)
100 NE Adams
Peoria, IL 61629

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #060311-CAT" for the procurement of Heavy Construction Equipment Together with Related Accessories, Supplies and Services, and having a maturity date of October 19, 2015, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of October 19, 2013 to October 19, 2014.

National Joint Powers Alliance® (NJPA)

By: _____, Its: Executive Director/CEO

Name printed or typed: Chad Coauette

Date 9/3/13

Caterpillar, Inc.

By: _____, Its: Governmental Sales Consultant

Name printed or typed: Jason Walker

Date 9/3/2013

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

2013 NJPA Pricing & Member Discounts

Effective as of November 19, 2012

Machine Models**	Minimum Discount
Asphalt Pavers	
AP255	16%
AP500	16%
AP555	16%
AP600	16%
AP655	16%
AP800	16%
AP1000	16%
AP1055	16%
Asphalt Compactors	
CB14	16%
CB22	16%
CB24	16%
CB32	16%
CB34	16%
CB44	16%
CB54	16%
CB64	16%
CB434	16%
CC24	16%
CC34	16%
CD44	
CD54	16%
Soil Compactors	
CS44	14%
CS54	14%
CS56	14%
CS64	14%
CS74	14%
CS76	14%
CS433	14%
CP44	14%
CP54	14%
CP56	14%
CP64	14%
CP76	14%
CP433	14%

962	24%
966	21%
972	16%
980	12%
Track Loaders	
953	20%
963	23%
973	23%
Vocational Trucks	
CT660	23%
Worktools	15%

**The models listed represent the most current offerrings however depending on dealer inventory and new factory releases additional models within the respective product families may be available. Please contact the local dealer for actual model availability.

Feature Code	Description	2013 Cat List
CF7AA00_I	660S SBA 6x4 CHASSIS	$ 132,132.87
PRODLNK_I	PRODUCT LINK	$ -
0001570_I	TWO FRONT TOW HOOKS	$ 372.38
0001572_I	TWO REAR TOW HOOKS	$ 67.19
0001616_I	TAPERED REAR FRAME RAILS	$ 77.94
0001652_I	CROSSMEMBER REAR RELOCATED, END OF FF	$ 234.14
0001832_I	DECK AR - PLATE	$ 144.48
0001CDH_I	FRAME RAIL 120,000 PSI YIELD 543.0" OAL	$ -
0001DAV_I	FRAME RAILS 120,000 PSI YIELD 478.1" OAL	$ (219.73)
0001GDL_I	FRAME REINF-OUTER "C"	$ 1,912.60
0001GDM_I	FRAME REINF-OUTER "C"	$ 3,107.65
0001GTA_I	PINTLE HOOK REINF	$ 157.67
0001LBC_I	FRT BUMPER-MULTIPIECE SS	$ -
0001LXN_I	FRAME RAILS W STRAIGHT REAR	$ -
0001SAP_I	1-5 PIECE REAR AF CROSSMEMBER	$ 145.13
0001SAR_I	2-5 PIECE REAR AF CROSSMEMBER	$ 271.44
0001SAS_I	3-5 PIECE REAR AF CROSSMEMBER	$ 434.41
0001UAZ_I	TUBULAR REAR CROSSMEMBER W/TOW-LOO	$ 393.77
0001VAN_I	TOW PIN, FRONT HEAVY DUTY	$ 1,501.42
0001WLY_I	2 SECTION BUSTIN ALUM DECK PLATE	$ 962.34
0001WVR_I	WHEELBASE RANGE 138" THRU 181"	$ -
0001WVS_I	WHEELBASE RANGE 183" THRU 228"	$ 704.13
0001WVT_I	WHEELBASE RANGE 230" THRU 285"	$ 1,090.23
0001WVU_I	WHEELBASE RANGE 287" THRU 341"	$ 1,479.92
0001WVV_I	WHEELBASE RANGE 343" THRU 394"	$ 1,899.17
0002AEU_I	D/S I160W 16K FRT AXLE WIDE TRAC	$ 1,763.86
0002AEV_I	D/S I180W 18K FRT AXLE WIDE TRAC	$ 2,160.75
0002AEW_I	D/S I200W 20K FRT AXLE WIDE TRAC	$ 2,560.29
0002AGT_I	D/S I220W 22K FRT AXLE WIDE TRAC	$ 2,307.67
0002ARU_I	MERITOR MFS-16-143A 16K FT AXLE WIDE TK	$ 1,550.58
0002ARW_I	MERITOR MFS-12-143A 12K FT AXLE WIDE TK	$ (117.39)
0002ARY_I	MERITOR MFS-20-133A 20K FT AXLE WIDE TK	$ 2,105.21
0002ARZ_I	MERITOR MFS-18-133A 18K FT AXLE WIDE TK	$ 1,660.88
0002ASG_I	MERITOR MFS13143A 13.2K FT AXLE WIDE TK	$ -
0002ASM_I	MERITOR MFS-14-143A 14.6K FT AXLE WIDE	$ 1,099.08
0002ATB_I	MERITOR MFS-20-133A 22K FRT AXLE WD TRI	$ 2,171.50
0002AUR_I	MERITOR MFS-16-133A 16K FT AXLE WIDE TK	$ 2,136.56
0002AYJ_I	DANA SPICER D-2000W 20K FT NON DRIVE AX	$ 2,560.29
0002AYK_I	DANA SPICER D-2000W 18K FT NON DRIVE AX	$ 2,160.75
0002AYL_I	DANA SPICER D-2000W 16K FT NON DRIVE AX	$ 1,837.35
0003703_I	FRONT SHOCK ABSORBERS UNDER 20K AXLE	$ 135.45
0003770_I	SPRINGS-RUBBER AUXILIARY FRONT	$ 100.62
0003772_I	FRONT SHOCK ABSORBERS 20K SUSPEN	$ 256.39
0003ACH_I	14,000-LB FRONT MULTILEAF SUSPENSION	$ -
0003ACP_I	16,000-LB FRONT MULTILEAF SUSPENSION	$ 16.34
0003ACR_I	18,000-LB FRONT MULTILEAF SUSPENSION	$ 70.77

0003ACS_I	20,000-LB FRONT MULTILEAF SUSPENSION	$	207.83
0003ACT_I	23,000-LB FRONT MULTILEAF SUSPENSION	$	645.32
0003ACU_I	20,000-LB FRT MULTILEAF SUSP W/TORQ ROI	$	356.04
0003ACX_I	24,000-LB FRT MULTILEAF SUSP W/TORQ ROI	$	647.26
0003ADR_I	20,000-LB FRT MULTILEAF SUSP W/TORQ ROI	$	616.30
0003ADS_I	12-K LT & 10-K RT FRT MULTILEAF SUSP	$	546.96
0003AEP_I	23,000-LB FRT MULTILEAF SUSPENSION	$	790.45
0003AGA_I	20K-LB FRT PARABOLIC TAPER LEAF SUSPENS	$	423.77
0003AGD_I	13.2K-LB FRT PARABOLIC TAPER LEAF SUSPEN	$	59.99
0003AGR_I	20,000-LB FRT MULTILEAF SUSPENSION	$	199.77
0004091_I	TRUCK DUAL AIR BRK SYSTEM	$	-
0004092_I	TRACTOR DUAL AIR BRAKE SYSTEM	$	297.56
0004193_I	16.5"X 6" W/24" LONG STROKE	$	-
0004196_I	BRAKES, FRONT, AIR CAM 16.5" x 5"	$	-
0004583_I	HAND CONTROL VALVE-REAR CHASSIS BRAKE	$	132.58
0004619_I	TRAILER CONNECTIONS 4-WHEEL	$	306.70
0004692_I	HOSE TENDER FLEXIBLE	$	64.50
0004721_I	DRAIN VALVE (1) BENDIX DV-2	$	29.24
0004722_I	DRAIN VALVE (BENDIX DV-2) W/HEATER	$	79.73
0004732_I	BERG DRAIN VALVE W/PULL CHAIN	$	-
0004773_I	REAR BRAKE SHOES (CAST)	$	1,376.00
0004774_I	FULL GAW RATING	$	-
0004808_I	SLIDE BAR HOSE TENDER W/SGL SPG BRKT	$	122.98
0004852_I	HOSE TENDER FLEXIBLE	$	488.48
0004AAA_I	2-ADDL 30/30 MGM PARK BRAKE CHAMBERS	$	492.71
0004AAB_I	2-ADDL 30/30 HALDEX PARK BRAKE CHAMBE	$	197.08
0004AAC_I	2-ADDL 30/36 MGM PARK BRAKE CHAMBERS	$	920.92
0004AAD_I	2-ADDL 30/36 HALDEX PARK BRAKE CHAMBE	$	542.88
0004AAL_I	FLEXIBLE POGO STICK LOCATED 58" +/- 6" BO	$	292.04
0004AAM_I	FLEXIBLE POGO STICK LOCATED 30" +/- 6" BO	$	260.69
0004AAN_I	FLEXIBLE POGO STICK LOCATED 12" +/- 6" BO	$	252.63
0004AAP_I	FLEXIBLE POGO STICK LOCATED 46" +/- 6" BO	$	291.15
0004AZA_I	BENDIX AIR BRAKE ABS	$	-
0004AZG_I	OMIT AIR BRAKE ANTILOCK SYSTEM	$	(514.71)
0004AZJ_I	BENDIX ABS/AUTO TRACTION CONTROL	$	163.04
0004AZS_I	BENDIX ABS/AUTO TRACTION CONTROL/ESP	$	1,615.19
0004AZU_I	BRAKE AR-AIR ABS	$	480.74
0004AZV_I	BRAKE AR-AIR ABS	$	567.60
0004AZY_I	BRAKE AR-AIR ABS	$	2,031.75
0004EBD_I	AIR DRYER MERITOR-WABCO SYS-SAVR1200	$	8.96
0004EBS_I	AIR DRYER BENDIX (AD-9)	$	-
0004EBT_I	AIR DRYER BENDIX (AD-IP)	$	78.37
0004ESX_I	FRT CHAMBERS HALDEX 20"	$	-
0004ETD_I	FRT CHAMBERS MGM 20"	$	38.52
0004ETE_I	FRT CHAMBERS HALDEX 24"	$	11.65
0004ETG_I	FRT CHAMBERS MGM 24"	$	42.10
0004EVH_I	REAR BRAKE CHAMBERS MGM TR3030LP3TSH	$	189.92

0004EVJ_I	REAR BRAKE CHAMBERS MGM TR3030LP3HD	$	163.04
0004EVK_I	REAR BRAKE CHAMBERS HALDEX LC3030LHD	$	111.08
0004EVL_I	REAR BRAKE CHAMBERS HALDEX GC3030LHD	$	-
0004EVP_I	REAR BRAKE CHAMBERS MGM MJS3024ET	$	455.08
0004EVT_I	REAR BRAKE CHAMBERS HALDEX GC3036L	$	82.42
0004EVW_I	REAR BRAKE CHAMBERS MGM TR3636	$	456.88
0004EVX_I	REAR BRAKE CHAMBERS HALDEX GC3636	$	189.92
0004EXB_I	BRAKE LININGS, FRONT MERITOR	$	60.02
0004EXC_I	MERITOR R301 REAR BRAKE LININGS	$	435.38
0004EXD_I	MERITOR R403 FRONT BRAKE LININGS	$	93.17
0004JBH_I	DANASPICER SPECIAL DUTY FRT CAM BRAKE	$	210.52
0004JBR_I		$	-
0004JBS_I		$	-
0004JBT_I	AIR BRK 16.5"X7" FOR TAG LIFT AXLE	$	-
0004JBU_I		$	-
0004JBW_I	AIR BRK 15"X 4" FOR TAG LIFT AXLE	$	-
0004JCJ_I	16.5X5 FRT S-CAM W/20" L/S CHAMBERS	$	-
0004JCK_I	BRAKES, AIR CAM, PUSHER AXLE S-CAM; 16.5	$	-
0004JDB_I	BRAKES, AIR CAM, PUSHER AXLE S-CAM; 12.7	$	-
0004JDD_I	BRAKES FRONT AIR DISC W/ 24" SQ IN CHAM	$	2,431.29
0004JDE_I	BRAKES FRONT AIR DISC W/ 27" SQ IN CHAM	$	2,520.88
0004JNJ_I	SLACK ADJUSTER, HALDEX,(1) PUSHER AXLE	$	40.64
0004JNK_I	SLACK ADJUSTERS, FOR 1 TAG AXLE HALDEX	$	40.64
0004JNL_I	SLACK ADJUSTERS, PUSHER AXLE	$	71.67
0004LAA_I	HALDEX AUTO SLACK ADJUSTERS-FRT	$	86.90
0004LGA_I	HALDEX AUTO SLACK ADJUSTERS-REAR	$	111.98
0004NAL_I	DANA SPICEXTENDED SERVICE REAR CAM BR/	$	-
0004NBH_I	D/S (ES165-7)S-CAM RR AIR BRAKE EXT SER	$	693.38
0004NCT_I		$	-
0004NDA_I	16.5X7 R S-CAM BRKS 36/36 L/S CHAMBERS	$	-
0004NDB_I	16.5X7 R S-CAM BRKS 30/30 L/S CHAMBERS	$	-
0004NDE_I		$	387.00
0004NDG_I	BRAKES, AIR CAM S-CAM 18.0" X 7.0"	$	387.00
0004NDH_I	16.5X8.625 R S-CAM BK 30/30 L/S CHAMBERS	$	198.88
0004NDK_I	16.5X7"S-CAM R BRK 30/36 L/S CHAMBERS	$	1,791.67
0004NDL_I	16.5X7 R BRK 30/24 L/S PISTON CHAMBERS	$	-
0004NDP_I	16.5X8.625 R BK 30/24 L/S PISTON CHAMBER	$	198.88
0004NNP_I	BRAKE IDENTITY, REAR 16.5" X 8.63"	$	3,466.88
0004SBV_I	AIR COMPRESSOR KNORR 31.8 CFM DLU	$	2,219.88
0004SPL_I	AIR COMPRESSOR 21.0 CFM	$	337.73
0004SPM_I	AIR COMPRESSOR 15.9 CFM SINGLE CYLINDEI	$	-
0004VGM_I	POL-ALUM AIR TANK	$	485.69
0004VGN_I	PAINTED ALUM AIR TANK	$	371.52
0004WBB_I	OMIT FRONT DUST SHIELDS	$	-
0004WBX_I	FRONT DUST SHIELDS AIR BRAKES	$	31.35
0004WCC_I	EXTENDED SERV FRT BRAKES	$	335.72
0004WCD_I	EXTENDED SERV REAR BRAKES	$	574.70

0004WDM_I	REAR DUST SHIELDS AIR BRAKES	$	98.69
0004WDS_I	EXTENDED SERV REAR BRAKES ES1658	$	340.56
0004WDT_I	SPRING BRAKE VALVE RELAY	$	135.27
0004WDW_I	CHMBRS LOCATED INSIDE RR TIRE ENVELOPE	$	-
0004WEE_I	BRAKE PACKAGE REAR DANA ES-165-7H	$	1,833.77
0004WRJ_I	TEFLON HOSE (AIR COMPR.TO AIR DRYER)	$	89.58
0004WWZ_I	DRAIN VALVES (3) WITH PULL CHAIN	$	64.50
0004WXW_I	BRAKE PACKAGE REAR DANA ES-165-7H	$	1,863.33
0004WXY_I	BRAKE PACKAGE REAR BENDIX SPICER	$	3,725.77
0004WZK_I	BRAKE PACKAGE FRONT MERITOR DISC 22.5"	$	-
0005710_I	STRG COLUMN W/TILTING & TELESCOPING	$	-
0005PSA_I	SHEPPARD M-100 POWER STEERING	$	-
0005PTB_I	SHEPPARD M-100/M-80 DUAL POWER STEER	$	1,047.23
0005PUA_I	SHEPPARD M-110/M-80 DUAL POWER STEER	$	1,213.85
0005WBH_I	STEERING WHEEL 2-SPOKE CAT LEATHER WR/	$	-
0006DDC_I	DRIVSHAFT SPL250XL/SPL170XL ILO1810/171	$	431.51
0006WAC_I	FULL ROUND FLANGES	$	74.50
0006WBG_I	DRIVELINE ANALYSIS	$	-
0007BDB_I	EXHAUST SYSTEM SINGLE HORIZONTAL	$	1,244.31
0007BDS_I	EXH SGL VERT/VERT RSM	$	-
0007BES_I	AFTERTREATMENT COVER ALUMINUM	$	119.15
0007BJC_I	EXH SGL HORZ/VERT RSM	$	657.54
0007BJU_I	EXHAUST SYSTEM SWITCHBACK	$	-
0007BJX_I	EXHAUST SYSTEM SWITCHBACK	$	2,183.15
0007DHJ_I	EXH SGN HORZ/VERT BRT CAB MOUNTED	$	3,285.02
0007DXM_I	EXHAUST SYSTEM SWITCHBACK	$	3,355.79
0007MAJ_I	BRIGHT FINISH S-TYPE, SINGLE	$	34.04
0007MAS_I	S-TYPE TAIL PIPE	$	19.71
0007MAY_I	TAIL PIPE, CHROME, DUAL, 6"DIAM.	$	98.69
0007SCS_I	RT SD VERT EXH-MTG BOC	$	203.82
0007SDD_I	ENG COMPRESSION BRAKE MF 11 & 13	$	1,933.21
0007WAE_I	RAIN CAP, SINGLE, NON-BRIGHT	$	20.32
0007WAG_I	RAIN CAP, SINGLE, CHROME	$	59.99
0007WAY_I	TAIL PIPE STRAIGHT BRIGHT SINGLE	$	68.08
0007WAZ_I	TAIL PIPE TURN BACK NON BRIGHT SINGLE	$	55.04
0007WBA_I	TAIL PIPE TURN BACK BRIGHT SINGLE	$	84.21
0007WBB_I	TAIL PIPE TURN BACK BRIGHT DUAL	$	179.96
0007WBS_I	MUFFLER/TAIL PIPE GUARD BRIGHT STAINLES	$	119.15
0007WBU_I	TAIL PIPE HEIGHT 11'6"	$	114.17
0007WCK_I	EXHAUST HEIGHT 12'6"	$	64.50
0007WDL_I	MUFFLER/TAIL PIPE GUARD BRIGHT STAINLES	$	238.29
0007WZX_I	SWITCH 3 POSITION FOR EXHAUST TREATMEI	$	40.64
0007WZY_I	SWITCH 2 POSITION FOR EXHAUST	$	42.57
0008000_I	ELEC SYS (12 VOLT)	$	-
0008540_I	DUAL ELECTRIC HORNS	$	17.92
0008554_I	7-WAY CONN TRLR SOCKET	$	196.19
0008588_I	SPOT LIGHT CHROME LEFT SIDE MOUNTED	$	172.22

0008653_I	AIR HORN SINGLE	$	-
0008685_I	DUAL SINGLE AIR HORN	$	72.56
0008694_I	CHROME SNOWSHIELD (1)(FOR SGL AIR HORI	$	18.38
0008695_I	CHROME SNOWSHIELDS(2)(FOR DU AIR HORI	$	31.93
0008718_I	POWER SOURCE (CIGAR-TYPE RECEPTACLE)	$	-
0008836_I	2-CHROME AIR HORNS	$	106.43
0008ACE_I	BEACON LIGHT WIRING	$	121.91
0008GGG_I	165 AMP 12V ALT DELCO REMY 36SI BRUSHLI	$	268.75
0008GGN_I	160 AMP 12V ALT BOSCH LH160	$	-
0008GGR_I	200 AMP 12V ALT BOSCH LH200	$	297.99
0008GHE_I	185 AMP 12V ALT LN BLP2361H	$	180.06
0008GHG_I	165 AMP 12V ALT BOSCH LIL165	$	113.77
0008GHH_I	200 AMP 12V ALT BOSCH LIL200	$	394.74
0008GHJ_I	300 AMP 12V ALT DELCO REMY 40SI BRUSHLI	$	1,216.15
0008GHU_I	200 AMP 12V ALT DELCO REMY 28SI BRUSH	$	226.65
0008GWY_I	320 AMP 12V ALT LN 14931PAH	$	1,071.02
0008GWZ_I	220 AMP 12V ALT LN 14923PAH	$	291.15
0008GXB_I	240 AMP 12V ALT LN AVI16	$	403.13
0008GXC_I	210 AMP 12V ALT LN AVI16	$	291.15
0008HAB_I	BODY BLDR WIRING BOC OR U/C AT LT FRAM	$	96.75
0008HAE_I	BODY BUILDERS WIRING REAR 0F FRAME	$	202.21
0008MMJ_I	BATTERY SYS 3-12V 2130CCA CAT	$	-
0008MMK_I	BATTERY SYS 3-12V 3000CCA CAT	$	10.75
0008MML_I	BATTERY SYS 4-12V 2840CCA CAT	$	182.75
0008MMM_I	BATTERY SYS 4-12V 4000CCA CAT	$	197.08
0008RBN_I	OMIT RADIO	$	-
0008REA_I	2-WAY RADIO WIRING EFFECTS	$	157.70
0008RKW_I	ANTENNA BASE (2) MOUNTED ON MIRRORS	$	-
0008RKX_I	AM/FM/CD/WB CLOCK, USB, IPOD CONTROL	$	167.52
0008RKY_I	AM/FM/CD/WB/XM CLOCK, USB, IPOD CONT	$	885.08
0008RKZ_I	AM/FM/CD/WB/XM BLUETOOTH, USB, IPOD,	$	1,116.50
0008RLR_I	RADIO AM/FM STEREO WITH WEATHERBANI	$	-
0008RMA_I	RADIO AM/FM/WB/Clock/Bluetooth/USB Inp	$	432.69
0008RMB_I	RADIO AM/FM/CD/WB/Clock/Bluetooth/USB	$	738.20
0008RMC_I	RADIO AM/FM/CD/WB/SiriusXM/WB/Clock/E	$	857.21
0008RMD_I	RADIO AM/FM/WB/Clock/3MM Auxiliary Inpi	$	329.67
0008RME_I	RADIO AM/FM/WB/Clock/3MM Auxiliary Inpi	$	424.63
0008RMG_I	ANTENNA BASE (2) SINGLE FUNCTION FOR CE	$	-
0008THG_I	AUX TRLR SOCKET W/CNTR PIN CIRCUIT	$	179.17
0008THH_I	AUX TRLR SOCKET W/CNTR PIN CIRCUIT	$	205.15
0008TKB_I	TRUCK-LITE SUPER 44/40 LTS W/PWR MODUI	$	184.79
0008TKC_I	TRUCK-LITE SUPER 44/40 LTS NO/PWR MODU	$	205.11
0008TKN_I	TRUCK-LITE SUPER 44 LIGHTS	$	124.52
0008TMN_I	TRAILER CONNECTION SOCKET 7-WAY	$	250.83
0008TSE_I	REMOTE CRUISE CONTROL CONNECTION	$	89.98
0008TSW_I	BATTERY BOX Aluminum with Aluminum Cove	$	-
0008VUH_I	BATTERY BOX COVER - POLISHED ALUMINUM	$	175.58

0008WBW_I	'JUMP-START' STUD TERMINAL (REMOTE MTI	$	114.67
0008WCK_I	POWER SOURCE TWO POST TYPE	$	-
0008WDG_I	PRECO 1059 BACK UP ALARM	$	189.02
0008WEZ_I	SELF-CANCEL TURN SIGNAL SWITCH	$	-
0008WHJ_I	RECTANGULAR BELL,CHROME AIR HORNS	$	130.61
0008WKE_I	BATT BOX 2,3 OR 4 LEFT SIDE UN CAB	$	598.42
0008WKG_I	BATT BOX 2,3 OR 4 RIGHT SIDE UN CAB	$	598.42
0008WKH_I	BATT BOX 2,3 OR 4 RIGHT SIDE BOC	$	-
0008WKU_I	SWITCH AR-DISC	$	154.98
0008WKZ_I	BOX AR - BATTERY	$	2,379.33
0008WLL_I	STD PED MTD CARGO WORK LIGHT	$	36.12
0008WMZ_I	AIR HORN OMIT	$	-
0008WNH_I	DAYTIME RUNNING LIGHTS	$	-
0008WNR_I	OMIT DAYTIME RUNNING LIGHTS	$	-
0008WNT_I	CAB CLEARANCE LIGHTS LED AMBER	$	63.86
0008WTM_I	START MOTOR (LEECE-NEVILLE M125) O/C	$	199.77
0008WVR_I	FOG LIGHTS 2 CLEAR	$	200.27
0008WWD_I	BATTERY BOX COVER-BRIGHT S/S	$	702.41
0008WXG_I	START MOTOR MITSUBISHI	$	-
0008WZC_I	2-BEACON LIGHTS CAB MOUNTED	$	424.73
0008XAH_I	MANUAL-RESET CIRC BREAKERS (MAIN PANE	$	88.69
0008XCC_I	2-AUX TOGGLE SWITCH W/2 20-AMP FUSE/B	$	67.19
0008XCD_I	6-AUX TOGGLE SWITCH W/2 20-AMP FUSE/B	$	202.21
0008XCV_I	SWITCH AR - TGL	$	129.90
0008XDE_I	BATTERY BOX ALUMINUM WITH ALUMINUM	$	2,618.52
0008XGL_I	BATT BOX STL 28" WIDE 4 BATT CAP RT BOC	$	(13.55)
0008XGM_I	WORK LIGHT - PEDESTAL MOUNTED	$	129.00
0008XGN_I	WORK LIGHT (2) LED MOUNTED BOC	$	421.94
0009505_I	RR WHL(FRAME MTD)"SS" QUARTER FENDER	$	208.73
0009ASE_I	COMPOSITE TILTING FRONT END	$	-
0009HAN_I	SOUND INSULATION UNDER HOOD	$	143.62
0009HBN_I	INSULATION SPLASH GUARD/ SOUND ABATEI	$	65.36
0010000_I	SPEEDO & MISC	$	-
0010021_I	CHASSIS COATING CORROSION RESISTANT	$	895.83
0010022_I	CHASSIS COATING CORROSION RESISTANT (RI	$	1,791.67
0010060_I	SINGLE COLOR 100 PT SCHEMATIC	$	-
0010130_I	SINGLE COLOR 130 PT SCHEMATIC	$	-
0010210_I	EMISSION LABELS (FUEL ECONOMY/NOISE)	$	-
0010614_I	PAINT SUNSHADE-SGL CLR O/T CAB ROOF CLF	$	23.22
0010616_I	PAINT HUBS OTHER THAN FRAME COLOR	$	40.64
0010631_I	PAINT SGL COLOR (FRAME,RUNNING GR/TAN	$	65.36
0010632_I	PAINT SINGLE COLOR (WHEELS)	$	188.34
0010633_I	PAINT SINGLE COLOR (BUMPER)	$	24.94
0010641_I	PAINT TWO-CLR(FRAME,RUNNG GR,WHLS)NA	$	251.73
0010642_I	PAINT TWO CLR(FRAME,RUNNG GR,FU TK/BM	$	84.21
0010643_I	PAINT TWO-COLOR (WHEELS/BUMPER)	$	218.58
0010651_I	PAINT 3-CLR(FRAME,R/GR,FU TK,WHLS/BMPF	$	290.25

0010661_I	NON-REFLECTIVE COLOR	$	29.99
0010761_I	PAINT-BASE COAT/CLEAR COAT 1-2 TONE	$	-
0010762_I	PAINT-BASE COAT/CLEAR COAT 3-4 TONE	$	-
0010764_I	PAINT TSA(ACRYLIC) 1-2 TONE	$	-
0010769_I	PREMIUM COLOR PAINT	$	283.48
0010771_I	CUSTOM COLOR PAINT	$	483.75
0010943_I	ALL KEYS ALIKE-IGN.&CAB DOOR ONLY	$	26.12
0010974_I	GAWR CALCULATIONS (CANADA/EXPORT)	$	-
0010EXV_I	WHEEL AR - FIFTH	$	1,896.48
0010EYC_I	5/WHL(FONT SL7FMA-D69-3) STATIONARY	$	1,282.26
0010EYD_I	5/WHL(FONT SL7FMA-D69-2) STATIONARY	$	1,282.26
0010GKJ_I	HOLLAND 5TH WHEEL EXTR FW-2555 SO9621	$	5,258.54
0010GNR_I	5TH WHL HOLLAND FW2570-S10874	$	7,535.75
0010GWY_I	5TH WHL HOLL FW-0070-S09619-2 STATIONA	$	3,893.29
0010GWZ_I	5TH WHL HOLL FW-0070-S09619-3 STATIONA	$	3,550.19
0010GXK_I	FIFTH WHEEL STATIONARY	$	5,271.08
0010GYZ_I	5TH WHEEL, STATIONARY, HOLLAND FW35S1	$	2,354.25
0010HCA_I	5TH WHEEL, STATIONARY, 9" ABOVE	$	4,780.17
0010HHW_I	FIFTH WHEEL, AIR SLIDE	$	2,029.96
0010HHY_I	FIFTH WHEEL, AIR SLIDE	$	2,029.96
0010HHZ_I	FIFTH WHEEL, AIR SLIDE	$	2,029.06
0010HJA_I	FIFTH WHEEL, AIR SLIDE	$	2,055.94
0010HJB_I	FIFTH WHEEL, AIR SLIDE	$	2,055.94
0010HJC_I	FIFTH WHEEL, AIR SLIDE	$	2,055.04
0010HJS_I	FIFTH WHEEL, AIR SLIDE	$	3,220.52
0010HJT_I	FIFTH WHEEL, STATIONARY KOMPENSATOR 1	$	5,538.04
0010HKJ_I	FITFH WHEEL AIR SLIDE (24") 7.75" ABOVE	$	2,231.52
0010HKT_I	FIFTH WHEEL, STATIONARY KOMPENSATOR 1	$	5,943.85
0010HYR_I	FIFTH WHEEL STATIONARY 7.75" ABOVE	$	2,035.33
0010HYU_I	FIFTH WHEEL STATIONARY 6.75" ABOVE	$	2,001.29
0010HYV_I	FIFTH WHEEL STATIONARY 5.75" ABOVE	$	2,001.29
0010HYX_I	FIFTH WHEEL AIR SLIDE (36") 6.75" ABOVE	$	2,188.52
0010KKM_I	FIFTH WHEEL AIR SLIDE (12") 7" ABOVE	$	2,970.58
0010KKN_I	FIFTH WHEEL AIR SLIDE (12") 8" ABOVE	$	2,970.58
0010KKP_I	FIFTH WHEEL AIR SLIDE (12") 9" ABOVE	$	2,970.58
0010KKR_I	FIFTH WHEEL AIR SLIDE (24") 7" ABOVE	$	3,038.67
0010KKS_I	FIFTH WHEEL AIR SLIDE (24") 8" ABOVE	$	3,038.67
0010KKT_I	FIFTH WHEEL AIR SLIDE (24") 9" ABOVE	$	3,038.67
0010KKU_I	FIFTH WHEEL AIR SLIDE (36") 7" ABOVE	$	3,217.83
0010KKV_I	FIFTH WHEEL AIR SLIDE (36") 8" ABOVE	$	3,229.48
0010NBH_I	SPECIAL DELIVERY REQUESTED	$	1,140.40
0010NCA_I	IDENTITY CODE FOR CANADA	$	-
0010NGU_I	SPECIAL DELIVERY REQUESTED	$	6,987.50
0010NRX_I	CUSTOMER ID	$	-
0010PAN_I	FMVSS EXEMPTION 29K/58K GAWR OR GREA	$	-
0010PBA_I	ABS ID NON-LICENSABLE OFF ROAD VEHICLE	$	-
0010STA_I	5TH WL MTG ANG,SPL 38" SPREAD W/3/4"BC	$	241.66

0010UAB_I	VEHICLE REGISTRATION ID FOR OTHER STATE	$	-
0010WAD_I	AIR CONDITIONER IDENTITY FOR CANADA	$	-
0010WAS_I	IDENTITY CODE (SPANISH)	$	-
0010WAW_I	LANGUAGE IDENTITY FOR FRENCH	$	-
0010WBA_I	ALL KEYS ALIKE Z-250	$	-
0010WBB_I	ALL KEYS ALIKE Z-200	$	-
0010WBC_I	ALL KEYS ALIKE Z-150	$	-
0010WBD_I	ALL KEYS ALIKE Z-100	$	-
0010WBE_I	ALL KEYS ALIKE Z-001	$	-
0010WBG_I	ALL KEYS ALIKE Z-053	$	-
0010WDA_I	5TH WHL MTG ANGLES, FOR MANUAL SLIDER	$	252.84
0010WDC_I	AIR SLIDE REL EFFECTS LESS 5TH WHL	$	114.67
0010WEK_I	FIFTH WHEEL MOUNTING ANGLES	$	307.02
0010WEN_I	FIFTH WHEEL MOUNTING ANGLES - 50K LOAD	$	824.74
0010WGM_I	ALL KEYS ALIKE Z-026	$	-
0010WGN_I	ALL KEYS ALIKE Z-003	$	-
0010WGP_I	ALL KEYS ALIKE Z-122	$	-
0010WHH_I	SPECIAL ROUTING TO GARLAND VER CTR	$	-
0010WLX_I	MUD FLAPS, REAR	$	47.30
0010WJM_I	GCWR RANGE EQUAL TO OR LESS THAN 66,0(	$	-
0010WJN_I	GCWR RANGE BETWEEN 66,000 LBS & 90,00(	$	-
0010WJP_I	GCWR RANGE BETWEEN 90,000 LBS & 120,0(	$	-
0010WJR_I	GCWR RANGE BETWEEN 120,000 LBS & 140,(	$	-
0010WJS_I	SPECIAL ROUTING TO ESCOBEDO CENTER	$	-
0010WPR_I	MUD FLAP HOLDERS, PAINTED BLACK	$	71.38
0010WPT_I	MUD FLAP HOLDERS, PNT BLACK 45-DEGREE	$	79.98
0010WPU_I	MUD FLAP HOLDERS, BRT FINISH 45-DEGREE	$	171.25
0010WPY_I	MUD FLAPS REAR LESS LOGO	$	62.71
0011001_I	OMIT CLUTCH & CONTROLS	$	-
0011MGP_I	CLUTCH 15.5" EATON ECA-1850	$	-
0011MGR_I	CLUTCH 15.5" EATON SOLO ADVANTAGE	$	240.08
0011MGS_I	CLUTCH 15.5" EATON SOLO ADVANTAGE	$	514.21
0011MGU_I	CLUTCH 15.5" EATON SOLO ADVANTAGE	$	583.19
0011MGZ_I	CLUTCH 15.5" EATON EASY-PEDAL ADVANTA(	$	-
0011MHA_I	CLUTCH 15.5" EATON EASY-PEDAL ADVANTA(	$	437.31
0011MHD_I	CLUTCH 15.5" EATON EASY-PEDAL ADVANTA(	$	-
0011WAE_I	GREASE FITTING REMOTE CLUTCH CROSS SHA	$	29.99
0011WAG_I	CLUTCH BRAKE - TWO-PIECE	$	29.99
0012864_I	ENGINE BLOCK HEATER(PHILLIPS)120V/1500V	$	86.11
0012BAR_I	MAXXFORCE 11 330HP/2100 GOV	$	-
0012KWX_I	CT13 410HP/2100 GOV	$	1,757.63
0012KWY_I	CT13 430HP/2100 GOV	$	1,957.40
0012KWZ_I	CT13 475HP/2100 GOV	$	2,693.77
0012KXL_I	CT 13 SCR 365 HP/2100 RPM GOV SPD	$	-
0012KXM_I	CT 13 SCR 370 HP/2100 RPM GOV SPD	$	-
0012KXN_I	CT 13 SCR 390 HP/2100 RPM GOV SPD	$	200.67
0012KXP_I	ENGINE AR - DIESEL	$	1,757.63

0012KXR_I	ENGINE AR - DIESEL	$	1,957.40
0012KXS_I	ENGINE AR - DIESEL	$	2,693.77
0012THT_I	FAN DRIVE HORTON (DRIVEMASTER 2SPD)	$	-
0012UBH_I	RAD 1564" CAC 1572" LTR 1293"	$	-
0012VBT_I	AIR CLEANER SINGLE ELEMENT HEAVY DUTY	$	-
0012VBU_I	AIR CLEANER SINGLE ELEMENT HD W/PRECLN	$	249.62
0012VED_I	2010 FEDERAL EMISSIONS CT13	$	8,000.00
0012WBR_I	MANUAL FAN DRIVE OVERRIDE	$	28.06
0012WBX_I	CONT AR-ENG PTO	$	79.34
0012WCG_I	HOSE CLAMPS(MINI FLEX SEAL)TYPE	$	52.25
0012WCT_I	ENG BLOCK HTR & "Y" CORD FOR FUEL HTR	$	120.94
0012WCX_I	HOSE CLAMPS GATES SHRINK BAND	$	29.99
0012WEG_I	AUTO COLD START W/ENGINE ECM CONTROL	$	-
0012WPT_I	PTO, ENGINE REAR CT 11 & 13	$	3,423.98
0012WTA_I	FAN DRIVE SPECIAL EFFECTS COOLING RING	$	-
0012WUD_I	COOLANT FILTER 2010 CT11 & CT13 ENGINES	$	104.81
0012WYW_I	BLOCK HEATER ENGINE PHILLIPS	$	171.25
0012WZB_I	LOW NOX IDLE ENG CA COMPLY W/HOOD DE	$	62.00
0012WZD_I	ENGINE SHUTDOWN EXEMPT CA COMPLY	$	-
0012WZE_I	EMISSION COMPLIANT FEDERAL NOT CA	$	-
0012WZJ_I	LOW NOX IDLE ENG CA COMPLY W/DOOR DE	$	62.00
0012XAN_I	OBD COMPLIANCE FOR 2013	$	-
0013607_I	FULLER AT-1202 2-SPD AUX TRANS	$	5,749.46
0013901_I	SGL THRU-SHAFT PTO PROVISION W/FULLER	$	43.00
0013902_I	SGL THRU-SHAFT PTO PROVISION W/CAT	$	523.74
0013CZY_I	TRANS AUTO CATERPILLAR CX31R 6 SPEED	$	31,219.72
0013CZZ_I	TRANS AUTO CATERPILLAR CX31 6 SPEED	$	20,200.86
0013GGV_I	FULLER FRO-12210C 10-SPD TRANS W/OD	$	-
0013GHC_I	FULLER FRO-13210C 10-SPD TRANS W/OD	$	209.63
0013GHJ_I	FULLER FR-14210B 10-SPD TRANS	$	260.69
0013GHL_I	FULLER FRO-14210C 10-SPD TRANS W/OD	$	410.29
0013GHP_I	FULLER FRO-15210C 10-SPD TRANS W/OD	$	807.15
0013GHS_I	FULLER FRO-16210C 10-SPD TRANS W/OD	$	959.44
0013GHW_I	FULLER RTO(F)-14908LL 10-SPD TR W/OD&DE	$	2,034.76
0013GHX_I	FULLER RTO(F)-16908LL 10-SPD TR W/OD&DE	$	2,131.08
0013GHY_I	FULLER RTO(F)-16915 15-SPD TRANS W/PUM	$	2,920.42
0013GJS_I	FULLER RTLO-18913A 13-SPD TRAN W/DBL&C	$	3,428.35
0013GKJ_I	FULLER RTLO-16913A 13-SPD TRANS W/DBL C	$	2,847.85
0013GKK_I	FULLER RTLO-14918B 18-SPD TRANS W/DBL C	$	2,571.04
0013GKL_I	FULLER RTLO-16918B 18-SPD TRANS W/DBL C	$	3,136.31
0013GKM_I	FULLER RTLO-18918B 18-SPD TRANS W/OD&I	$	3,798.33
0013GKZ_I	FULLER FRO-18210C 10-SPD TRANS W/OD	$	3,641.56
0013GMZ_I	FULLER RTO(F)-14909ALL 11-SPD TRANS W/O	$	2,672.88
0013GNA_I	FULLER RTO(F)-16909ALL 11-SPD TRANS W/O	$	3,252.52
0013GNM_I	FULLER RTLOF-20918B 18SPD W/OD&FILTER	$	5,588.21
0013GRD_I	FULLER RTLO(F)12913A 13-SPD TRANS W/DBI	$	1,653.71
0013GRE_I	FULLER RTLO(F)14913A 13-SPD TRANS W/DBI	$	2,005.77

0013WCU_I	REMOTE MOUNTED TRANSMISSION COOLER	$	895.05
0013WDM_I	RETARDER FOR ALLISON 4000 SERIES TRANS	$	7,808.98
0013WGJ_I	TRANS COOLER IN RAD EFFECT- WATER TO OI	$	211.88
0013WGP_I	INPUT SHAFT ROLLER BEARING EATON 13/18	$	31.35
0013WLA_I	TRANS OIL-SAE 50W SYNTHETIC	$	76.15
0013WLB_I	TRANS OIL-SAE 50W SYNTHETIC	$	101.23
0013WLC_I	TRANS OIL-SAE 50W SYNTHETIC	$	129.00
0013WLK_I	AUXILARY TRANS OIL-SAE 50W SYNTHETIC	$	66.29
0013WLM_I	TRANS OIL--SYNTHETIC 63 THRU 76 PINTS	$	333.79
0013WVD_I	PTO CONTROLS, DASH MOUNTED	$	53.75
0013WVM_I	INPUT AR-OUTPUT	$	106.60
0013WYJ_I	SHIFT CONTROL PARAMETERS ALLISON	$	-
0013WYK_I	PARAMETER AR	$	-
0013WYL_I	SHIFT CONTROL PARAMETERS ALLISON	$	-
0014524_I	RT-650 HEND 56 IN 65000#	$	4,224.75
0014667_I	RT 650 HEND 60" SUSP 65,000#	$	5,013.08
0014698_I	HEND RT-5230 54" SUSP	$	826.85
0014803_I	BRONZE CENTER BUSHINGS (HEND SUSP)	$	157.67
0014862_I	WARN BUZZ W/P/D LKOUT	$	26.88
0014877_I	NO-SPIN DIFFERENTIAL	$	1,119.79
0014881_I	NO-SPIN DIFFERENTIAL	$	973.77
0014899_I	HTG CNTRL AIR SUSPN//DUMP	$	146.02
0014GEW_I	DANA SPICER DT521P 52K# 2-SPD	$	7,576.06
0014GGC_I	DANA SPICER DD405/RD405 TANDEM AXLE	$	1,201.31
0014GGD_I	DD405P/RD405 SIG/RED TAND 40K AXLE	$	1,320.10
0014GGU_I	DANA SPICER DT463-P 46K# 2SPD	$	6,690.80
0014GGY_I	DS405P 40K# TAN SGL-RED AXLE LOC DIFF	$	1,105.96
0014GJD_I	DST41/RST41 40K# TANDEM SGL-RED AXLE	$	471.28
0014GJE_I	DST41P/RST41 40K# TANDEM SGL-RED AXLE	$	825.60
0014GJH_I	DANA D46-170HP/R46-170H 46K# TANDEM A	$	4,943.21
0014GJJ_I	DANA D46-170HP/R46-170DH 46K# TANDEM	$	5,411.73
0014GJK_I	DANA D46-170DHP/R46-170DH 46K TANDEM	$	6,318.31
0014GJN_I	DANA D46-170DP/R46-170D 46K# TANDEM A	$	6,228.73
0014GJW_I	AXLE AR-REAR TDM	$	9,398.19
0014GRD_I	R/S RT46-160 46KTANDEM SGL-RED AXLE	$	3,684.56
0014GRJ_I	R/S RT58-380 58K# AXLE	$	11,655.69
0014GRM_I	R/S RT-70-380 DBL-RED 70K	$	20,055.02
0014GRP_I	R/S RT46-160 46K TAND SGL-TRAC DIFF	$	4,248.04
0014GRR_I	R/S RT46-160P 46K TAND SGL-RED AXLE	$	3,963.17
0014GRS_I	R/S RT46-160P46K TAND SGL-TRAC DIFF	$	4,492.60
0014GTS_I	MERITOR RT-52-185 TANDEM AXLE	$	8,728.10
0014GTT_I	MERITOR RT-58-185 RR AXLE	$	9,903.44
0014GTU_I	MERITOR RT-58-185 RR AXLE	$	10,432.88
0014GTV_I	MERITOR SPRC 1735P REAR AXLE	$	51,027.56
0014GTW_I	MERITOR-RT-52-185P TANDEM AXLE	$	9,279.04
0014GUV_I	MERITOR RT-52-185P 58K DERATED TO 52K	$	10,364.79
0014GVJ_I	MERITOR MT-40-14X-4DER-P 40K TAN RR AXI	$	436.88

0014GVK_I	MERITOR MT-40-14X-5DER-P 40K TAN RR AXI	$	896.98
0014GVL_I	MERITOR MT-40-14X-4DCR-P 40K TAN RR AXI	$	711.22
0014GVM_I		$	1,220.13
0014GVN_I	MERITOR MT-40-14X-4DCR 40K REAR AXLE	$	694.02
0014GVR_I	MERITOR MT-40-14X-4DER 40K TAN REAR AX	$	256.28
0014GVU_I	MERITOR MT-40-14X-4DFR-P 40K TAN RR AXL	$	-
0014GVY_I	0014GST_I	$	(274.41)
0014GVZ_I	MERITOR MT-40-14X-5DFR 40K TAN REAR AX	$	(123.91)
0014GXB_I	AXLE, REAR, TANDEM {Meritor MT-40-14X-4C	$	301.00
0014GXJ_I	AXLE, REAR, TANDEM (MERITOR MT-40-14X-4	$	1,352.71
0014HRA_I	MERITOR RT46-164EH 46K WIDE DBL TRAC D	$	5,744.98
0014HRC_I	MERITOR RT46 164EH 46K TAND DBL TRAC D	$	5,090.13
0014HRE_I	MERITOR RT46-164P 46K TANK DBL TRAC DIF	$	5,421.58
0014HRH_I	MERITOR RT46-164E 46K TAND SGLW/LUBEP	$	6,041.50
0014HRL_I	MERITOR RT46-160P 46K TANK DBL TRAC DIF	$	5,421.58
0014HRM_I	MERITOR RT-46-160 46K TAND DBL TRAC DIF	$	5,136.71
0014HRU_I	MERITOR RT44-145 44K TAND DBL TRAC DIF	$	2,811.13
0014HRW_I		$	3,989.15
0014RAA_I	CONTROLS LIFT AXLE 1 IN CAB	$	902.10
0014RAD_I	CONTROLS LIFT AXLE 2 IN CAB	$	1,126.06
0014RAL_I	CONTROLS LIFT AXLE 3 IN CAB	$	1,377.79
0014RAR_I	CONTROLS LIFT AXLE 1 IN CAB	$	902.10
0014RAT_I	CONTROLS LT AXLE 1 CUSTOMER INSTALLED	$	902.10
0014RAU_I	CONTROLS LT AXLE 1 CUSTOMER INSTALLED	$	902.10
0014RAV_I	AXLE LIFT CONTROLS FOR 2 IN CAB	$	1,126.06
0014RAW_I	AXLE LIFT CONTROLS FOR 3 IN CAB	$	1,377.79
0014UAA_I	AXLE SPACING 1ST PUSHER 45" AHEAD DRIVE	$	-
0014UAB_I	AXLE SPACING 1ST PUSHER 49" AHEAD/DRIVE	$	-
0014UAC_I	AXLE SPACING 1ST PUSHER 54" AHEAD/DRIVE	$	-
0014UAD_I	AXLE SPACING 1ST PUSHER 55" AHEAD/DRIVE	$	-
0014UAE_I	AXLE SPACING 1ST PUSHER 43" AHEAD DRIVE	$	-
0014UAG_I	AXLE AR - SPACING	$	-
0014UAH_I	AXLE SPACING 1ST PUSHER 100" AHEAD/DRIV	$	-
0014UAJ_I	AXLE SPACING 42" AHEAD OF 1ST PUSHER	$	-
0014UAK_I	AXLE SPACING 46" AHEAD OF 1ST PUSHER	$	-
0014UAL_I	AXLE SPACING 48" AHEAD OF 1ST PUSHER	$	-
0014UAM_I	AXLE SPACING 42" AHEAD OF 2ND PUSHER	$	-
0014UAZ_I	AXLE SPACING, TAG 55" BEHIND DRIVE AXLE	$	-
0014UBA_I	AXLE SPACING, TAG 61" BEHIND DRIVE AXLE	$	-
0014UBB_I	AXLE SPACING, TAG 67" BEHIND DRIVE AXLE	$	-
0014UBC_I	AXLE AR - SPACING	$	-
0014UHD_I	HEND RT-403 SUSP 54"(WALKING BEAM)40K#	$	(311.54)
0014UHK_I	HEND RT-463 SUSP 54"(WALKING BEAM)46K#	$	(196.15)
0014UHL_I	HEND RT-463 SUSP 60"(WALKING BEAM)46K#	$	453.29
0014UHU_I	HEND RS650 SUSP 56"(WALKING BEAM)65K#	$	7,167.56
0014UJE_I	R700 HEND 60 IN SUSP	$	20,959.81
0014UKZ_I	HEND HAS402-55 AIR SUSP 40000# 55"	$	168.56

0014ULA_I	HEND HAS402-60 AIR SUSP 40000# 60"	$	234.78
0014ULB_I	HEND HAS460-55 AIR SUSP 46K# 55"{9.5"RH}	$	284.88
0014ULC_I	HEND HAS460-60 AIR SUSP 46K# 60"	$	354.75
0014ULN_I	HEND RS850 SUSP 60"(WALKING BEAM)85K#	$	10,908.56
0014ULS_I	HEND HAS460-60 AIR SUSP 46K# 60"	$	667.40
0014ULT_I	HEND HAS460-55 AIR SUSP 46K# 55"	$	598.42
0014ULU_I	HEND HAS402-55 AIR SUSP 40000# 55"	$	470.42
0014ULV_I	HEND HAS402-60 AIR SUSP 40000# 60"	$	534.92
0014ULX_I	HEND HMX-400-54 SUSP 54"WALKING BEAM	$	-
0014ULY_I	HEND HMX-460-54 SUSP 54"WALKING BEAM	$	566.17
0014ULZ_I	HEND HMX-460-60 SUSP 60"WALKING BEAM	$	733.69
0014UMC_I	HEND HMX-460-72.5SUP 72.5"WALK BEAM 4	$	1,708.35
0014UNR_I	HEND RS850 SUSP 60"(WALKING BEAM)85K#	$	36,621.67
0014UNW_I	HEND PRIMAAX EX AIR SUSP 46K# 72"	$	2,693.77
0014UNX_I	HEND PRIMAAX EX AIR SUSP 46K# 55"	$	1,551.58
0014UNY_I	HEND PRIMAAX EX AIR SUSP 46K# 60"	$	1,719.10
0014UPU_I	SUSPENSION AR - RR	$	4,232.81
0014UPV_I	SUSPENSION AR - RR	$	4,576.81
0014UPW_I	SUSPENSION AR - RR	$	4,576.81
0014UPX_I	SUSPENSION AR - RR	$	4,232.81
0014UYZ_I	CHALMERS 854-46L-HS RUBBER SPG SUSP 46	$	817.90
0014UZB_I	CHALMERS 854-46H-HS RUBBER SPG SUSP 46	$	817.90
0014UZS_I	CHALMERS 854-40L RUBBER SPRING SUSP 40	$	292.94
0014UZT_I	CHALMERS 860-46HS RUBBER SPRING SUSP 4	$	986.31
0014UZU_I	CHALMERS 854-46H RUBBER SPRING SUSP 46	$	817.90
0014UZV_I	CHALMERS 860-46H RUBBER SPRING SUSP 46	$	986.31
0014UZW_I	CHALMERS 872-46H-HS 72" BEAM 46K	$	1,663.56
0014UZX_I	CHALMERS 854-52-H-HS BEAM 52K	$	1,745.98
0014UZY_I	CHALMERS 872-52-H-HS BEAM 52K	$	2,872.94
0014VBA_I	HEND SUSP REAR AIR TANDEM 55 INCH 40K	$	657.90
0014VBC_I	HEND SUSP REAR AIR TANDEM 60 INCH 40K	$	724.12
0014VBE_I	HEND SUSP REAR AIR TANDEM 55 INCH 46K	$	728.31
0014VBH_I	HEND SUSP REAR AIR TANDEM 60 INCH 46K	$	797.29
0014WAG_I	REBOUND CONTROL STOP	$	220.38
0014WAK_I	BAR PIN BEAM ATTACH/EATON RR AXLE IDEN	$	171.10
0014WAL_I	BAR PIN ATTACH/MERITOR RR AXLE IDENT	$	171.10
0014WBN_I	2 SWITCHES TAN/IND/CNTRL DASH MOUNT	$	256.39
0014WBS_I	TRANSVERSE TORQ RODS	$	898.81
0014WBU_I	4-REAR SHOCK ABSORBERS CHALMERS ONLY	$	525.35
0014WBV_I	4-REAR SHOCK ABSORBERS HENDRICKSON ON	$	462.47
0014WLD_I	SYNTHETIC OIL 75W-90 FOR REAR AXLE	$	153.94
0014WLE_I	REAR AXLE OIL-75W-90 SYNTHETIC	$	203.82
0014WLG_I	REAR AXLE OIL-75W-90 SYNTHETIC	$	258.86
0014WLM_I	(1) LIFT AXLE 20K PUSHER NON-STEER	$	7,077.08
0014WLR_I	(1) LIFT AXLE 20K TAG NON STEER	$	6,588.85
0014WLT_I	CUSTOMER INSTALLED PUSHER AXLE ID	$	-
0014WMA_I	(1) LIFT AXLE 13.2K PUSHER STEERABLE	$	7,743.58

0014WMB_I	(2) LIFT AXLE 13.2K PUSHER STEERABLE	$	15,487.17
0014WMC_I	(1) LIFT AXLE 13.2K TAG STEERABLE	$	7,778.52
0014WML_I	(3) LIFT AXLE 8K PUSHER STEERABLE	$	26,645.67
0014WMM_I	(1) LIFT AXLE 20K PUSHER STEERABLE	$	12,168.10
0014WMR_I	REAR LIFT AXLE OIL-75W-90 SYNTHETIC	$	109.22
0014WZY_I	AXLE SHFT FLG MODIFIED SOLID CONE-LOCKS	$	375.39
0014XAB_I	PUSHER LIFT AXLE TIRE SLR DIFF 0-1.99"	$	-
0014XAC_I	PUSHER LIFT AXLE TIRE SLR DIFF 2-3.99"	$	-
0014XAD_I	PUSHER LIFT AXLE TIRE SLR DIFF 4-5.99"	$	-
0014XAE_I	TAG LIFT AXLE TIRE SLR DIFF 0-1.99"	$	-
0014XAG_I	TAG LIFT AXLE TIRE SLR DIFF 2-3.99"	$	-
0014XAH_I	TAG LIFT AXLE TIRE SLR DIFF 4-5.99"	$	-
0014XAJ_I	PUSHER LIFT AXLE TIRE SLR DIFF 6-7.99"	$	-
0014XAK_I	PUSHER LIFT AXLE TIRE SLR DIFF 8-9.99"	$	-
0015561_I	100 SGL NON-POL ALUM TANK RTSIDE U/C	$	237.40
0015562_I	100G SGL POL/ALUM TANK RTSIDE U/C	$	527.29
0015902_I	LOCKING FUEL TANK CAP (1)	$	47.48
0015903_I	FUEL TANK CAPS (2) LOCKING TYPE	$	94.96
0015924_I	FUEL TANK STRAPS BRIGHT	$	251.55
0015960_I	DUAL FUEL TANK STRAPS(BRIGHT-FINISH SS)	$	503.10
0015BAA_I	DEF TANK COVER	$	208.73
0015DWP_I	DL 120GAL PL ALUM FUEL TANK/UN/CAB;24D	$	3,078.98
0015DWR_I	DL 120GAL N/P AL FUEL TANK/UN/CAB, 24" D	$	1,879.46
0015DWS_I	DL 100GA POL ALU FUEL TANK/UN/CAB, 24" I	$	2,507.44
0015DWT_I	DL 100GAL N/P AL FUEL TANK/UN/CAB, 24" D	$	1,636.69
0015DWU_I	DL 80GAL POL/AL FUEL TANK/UN/CAB;24DIA	$	2,456.38
0015DWV_I	DL 80GAL N/P AL FUEL TANK/UN/CAB;24DIA	$	816.10
0015DWW_I	DL 60GAL POL AL FUEL TANK/UN/CAB;24DIA	$	2,119.54
0015DWX_I	DL 60GAL N/P AL FUEL TANK/UN/CAB;24DIA	$	1,037.38
0015DXA_I	FUEL TANK (2) Non-Polished Aluminum, 24" D	$	940.63
0015DXB_I	FUEL TANK (2) Polished Aluminum, 24" Diam.	$	2,129.40
0015DXC_I	FUEL TANK (2) Non-Polished Aluminum, 24" D	$	1,101.88
0015DXD_I	FUEL TANK (2) Polished Aluminum, 24" Diam.	$	2,324.69
0015DXE_I	FUEL TANK (2) Non-Polished Aluminum, 24" D	$	1,422.58
0015DXG_I	FUEL TANK (2) Polished Aluminum, 24" Diam.	$	2,687.50
0015DXH_I	FUEL TANK (2) Non-Polished Aluminum, 24" D	$	1,605.33
0015DXJ_I	FUEL TANK (2) Polished Aluminum, 24" Diam.	$	2,872.04
0015DYP_I	DEF TANK 9.5 GAL 36L FRAME MOUNTED	$	-
0015DYR_I	DEF TANK 9.5 GAL 36L FRAME MOUNTED	$	-
0015DZB_I	FUEL TANK (2) Polished Aluminum, 24" Diam.	$	2,507.44
0015DZC_I	FUEL TANK (2) Non-Polished Aluminum, 24" D	$	1,636.69
0015LKU_I	FUEL/WATER SEPARTOR RACOR	$	-
0015LKW_I	FUEL/WATER SEPARTOR DAVCO 382	$	159.46
0015LKX_I	FUEL/WATER SEPARTOR DAVCO 382	$	182.75
0015LKY_I	FUEL/WATER SEPARATOR {Davco Fuel Pro 38	$	566.17
0015LLA_I	FUEL/WATER SEPARATOR DAVCO 382	$	297.42
0015SDJ_I	80GAL NON-POL ALUM TANK MTD RT SIDE U,	$	-

0015SEH_I	60GAL NON-POL ALUM TANK MTD RT SIDE U,	$	(132.94)
0015SEJ_I	60GAL POL ALUM TANK MTD RT SIDE U/C	$	443.12
0015SEK_I	80GAL POL ALUM TANK MTD RT SIDE U/C	$	357.98
0015SGL_I	80GAL NON-POL ALUM TANK MTD LT SIDE U/	$	-
0015SHC_I	100 GAL LT ALUM U/CAB; 24" DIAM.	$	237.40
0015SJR_I	100 GAL LT ALUM U/CAB; 26" DIAM. NON PO	$	237.40
0015SJZ_I	80 GAL LS ALUM/ U/CAB 26" DIAM NON POLI	$	-
0015SMA_I	100 GAL RT POL ALUM BACK/CAB 24" DIAM	$	488.23
0015SMZ_I	120 GAL LT ALUM U/CAB; 24" DIAM.	$	712.19
0015SSG_I	120 GAL LT POL ALUM U/CAB; 24" DIAM.	$	740.85
0015SSH_I	120 GAL RT POL ALUM U/CAB; 24" DIAM.	$	740.85
0015SSJ_I	120 GAL RT NON-POL ALUM U/CAB; 24" DIAM	$	712.19
0015SSK_I	100G SGL POL/ALUM TANK LT SIDE U/C	$	878.81
0015SSL_I	80GAL POL ALUM TANK MTD LT SIDE U/C	$	357.98
0015SSM_I	60GAL POL ALUM TANK MTD LT SIDE U/C	$	186.73
0015SSN_I	60GAL NON-POL ALUM TANK MTD LT SIDE U/	$	(132.94)
0015SUU_I	125 GAL LS ALUM/ U/CAB 26 DIAM POLISHED	$	800.12
0015SWD_I	80 GAL LS ALUM/ U/CAB 26" DIAM POLISHED	$	270.90
0015SWE_I	70 GAL LS ALUM U/CAB 26" DIAM NON POLIS	$	(66.22)
0015SWG_I	70 GAL LS ALUM U/CAB 26" DIAM POLISHED	$	143.19
0015SWH_I	100 GAL LS ALUM U/CAB 26" DIAM POLISHED	$	527.29
0015SWJ_I	120 GAL LS ALUM U/CAB 26" DIAM POLISHED	$	783.68
0015SWK_I	120 GAL LS ALUM U/CAB 26" DIAM NON POL	$	512.78
0015WAJ_I	CHROME LOCKING FUEL TANK CAP (1)	$	14.51
0015WAK_I	CHROME LOCKING FUEL TANK CAPS (2)	$	72.56
0015WBV_I	HYDRAULIC RESERVOIR 24" DIA 60 GAL. BOC	$	1,277.46
0015WCS_I	FUEL COOLER FOR MAXXFORCE 11,13,15 ENG	$	193.50
0015WTN_I	HYDRAULIC RESERVOIR 24" DIA 60 GAL. BOC	$	1,293.58
0015WZK_I	FUEL TANK FILLER NECK	$	8.06
0016000_I	TRANS COVER, FLOOR MATS, SEALS	$	-
0016031_I	CAB CONVENTIONAL	$	-
0016400_I	OMIT PASSENGER SEAT	$	-
0016564_I	(1)HEATER SHUT OFF BALL CHECK VALVE	$	61.81
0016ABZ_I	SEAT AR - MISMATCH	$	-
0016HBA_I	ENGLISH GA CLUSTER W/ENGLISH SPEEDO	$	-
0016HBB_I	ENGLISH GA CLUSTER W/METRIC SPEEDO	$	-
0016HBC_I	GAUGE CLUSTER Metric With Metric Electron	$	-
0016HGL_I	OIL TEMPERATURE GAUGE (REAR AXLE)	$	85.14
0016HGN_I	AIR APPLICATION GAUGE	$	66.22
0016HKB_I	MANIFOLD PRESSURE GAUGE	$	83.42
0016HLB_I	GAUGE AIR PRESSURE REAR AIR SUSPENSION	$	87.72
0016HLC_I	FILTER MINDER MOUNT IN INSTRUMENT PAN	$	45.69
0016HLD_I	INDICATOR TRANS GEAR POSITION	$	154.08
0016HLN_I	ELECTRONIC VEHICLE DISPLAY	$	1,305.23
0016HLP_I	ELECTRONIC VEHICLE DISPLAY	$	1,640.27
0016JPC_I	DRIVER SEAT NAT'L	$	-
0016JPD_I	DRIVER SEAT NAT'L	$	99.76

0016JPG_I	DRIVER SEAT NAT'L	$	299.28
0016JPJ_I	DRIVER SEAT NAT'L	$	612.75
0016LGD_I	PASSENGER SEAT NAT'L	$	1,056.19
0016LGE_I	PASSENGER SEAT NAT'L	$	1,358.98
0016RAC_I	PASSENGER SEAT NAT'L	$	484.65
0016RAN_I	PASSENGER SEAT NAT'L	$	499.88
0016SEY_I	MIRROR, CONVEX RT & LT SIDE BLACK	$	133.52
0016SEZ_I	MIRROR, CONVEX RT SIDE BLACK	$	62.71
0016SKS_I	2-MIRRORS HEAT CLERNC LED W/CONVEX BL	$	-
0016SKT_I	2-MIRRORS HEAT CLERNC LED W/CONVEX BL	$	4.30
0016SKU_I	2-MIRRORS HEAT CLERNC LED W/CONVEX BL	$	43.00
0016SKV_I	2-MIRRORS HEAT CLERNC LED W/CONVEX BL	$	139.32
0016SMA_I	SEAT, TWO MAN PASSENGER	$	746.23
0016UZJ_I	STORAGE CAB INTERIOR POCKET ON BACK W	$	19.35
0016VRT_I	HEATER ENHANCED RECIRC FOR EXTREME CC	$	-
0016VTH_I	CAB INT TRIM PREMIUM DAY CAB	$	-
0016VZA_I	REAR WINDOW 52.25" WIDE	$	-
0016WAK_I	POWER WINDOWS (LT&RT DOORS)	$	-
0016WBX_I	ORANGE SEAT BELTS	$	37.73
0016WHJ_I	HOSE CLAMPS(BREEZE)BELLEVILLE WSHR TYP	$	24.19
0016WJC_I	APADS SYSTEM FOR TEMP CONTROLLED FAN	$	356.04
0016WJG_I	POWER DOOR LOCKS	$	-
0016WJY_I	KEYLESS ENTRY REMOTE REQ.16WAK&16WJC	$	216.72
0016WKB_I	HTR&A/C (INTERNATIONAL BLEND-AIR)	$	-
0016WKR_I	WINDSHIELD SINGLE PIECE	$	-
0016WKS_I	WINDSHIELD TWO PIECE	$	179.96
0016WLD_I	CAB DUAL AIR SUSPENSION	$	-
0016XBK_I	CAB SKIRTS SS WITH LED LIGHTS	$	402.48
0016XBZ_I	CAB SKIRTS PAINTED W LED LIGHTS	$	240.91
0016XWD_I	EXTERIOR SUNSHADE PAINTED AERO	$	-
0016XWE_I	EXTERIOR SUNSHADE BRIGHT FINISH	$	261.23
0016ZBB_I	ACCESS AR - CAB	$	502.08
0016ZBP_I	ACCESS AR - CAB	$	1,184.92
0016ZDU_I	GRAB HANDLES EXTERIOR (TOWEL BAR TYPE)	$	29.03
0016ZDV_I	GRAB HANDLES EXTERIOR (TOWEL BAR TYPE)	$	47.41
0016ZGV_I	ACCESS AR - FRAME	$	207.26
0016ZGX_I	GRAB HANDLE EXTERIOR(TOWEL BAR ANTISL	$	407.32
0016ZHD_I	GRAB HANDLE EXTERIOR(TOWEL BAR ANTISL	$	174.69
0027DGE_I	WHEELS FRONT DISC PAINTED STEEL	$	487.62
0027DHH_I	DISC FRT WHL(22.5"POL-AL 10S) 9.00DC RIM	$	609.53
0027DHJ_I	DISC FRT WHL(22.5"POL-AL 10S)12.25DC RIM	$	840.29
0027DHK_I	DISC FRT WHL(22.5"NP-AL 10S)12.25DC RIM	$	780.27
0027DHZ_I	DISC FRT WHL (22.5" POLISHED ALUMINUM 1	$	1,275.67
0027DMA_I	DISC FRT WHL(22.5"PT-STL 10S) 8.25DC RIM	$	-
0027DMB_I	DISC FRT WHL(22.5"NP-AL 10S) 8.25DC RIM	$	418.35
0027DMC_I	DISC FRT WHL(22.5"POL-AL 10S) 8.25DC RIM	$	506.97
0027DMD_I	DISC FRT WHL (22.5" PT-STL 10S)	$	210.70

0027DME_I	DISC FRT WHL (22.5" N/P-AL) 8.25DC	$	633.35
0027DMG_I	WHEELS, FRONT DISC 22.5 POLISHED ALUM	$	737.24
0027DMH_I	DISC FRT WHL(24.5"PT-STL 10S) 8.25DC RIM	$	6.88
0027DMJ_I	DISC FRT WHL(24.5"NP-AL 10S) 8.25DC RIM	$	430.90
0027DMK_I	DISC FRT WHLS(24.5"PSH-AL 10S)8.25DC RIM	$	521.48
0027DML_I	DISC FRT WHL (24.5" PT-STL 10S) 8.2 DC	$	213.28
0027DMM_I	DISC FRT WHL (24.5" N/P-AL 10S) 8.25DC	$	646.79
0027DMN_I	DISC FRT WHL (24.5" POL-AL 10S) 8.25DC RIM	$	750.78
0027DMW_I	DISC FRT WHL(22.5"PT-STL 10S) 9.00DC RIM	$	227.90
0027DMY_I	DISC FRT WHL(22.5"N/P-AL 10S) 9.00DC RIM	$	514.21
0027DMZ_I	DISC FRT WHL(22.5"N/P-AL 10S)13.00DC RIM	$	884.19
0027DNP_I	DISC FRT WHL(22.5"PT-STL 10S)12.25DC RIM	$	588.24
0027DNU_I	DISC FRT WHL(22.5"PT-STL 10S)13.00DC RIM	$	705.20
0027DNZ_I	DISC FRT WHL(22.5"POL-AL 10S)13.00DC RIM	$	1,000.65
0027DPL_I	DISC FRT WHL(22.5"PT-STL 10S) 9.00DC RIM	$	245.10
0027DRB_I	DISC FRT WHL(22.5"PT-STL 10S)12.25DC RIM	$	631.24
0027DRN_I	DISC FRT WHL(22.5"PT-STL 10S) 8.25DC RIM	$	124.70
0027DST_I	WHEELS FRONT DISC POL ALUM 22.5"	$	1,154.73
0027WAB_I	CAST FRT WHL 24X8.50	$	577.60
0028DGE_I	WHEELS REAR DUEL DISC PAINTED STL	$	1,950.48
0028DHH_I	DISC RR WHL(22.5" PSH-AL 10S) 9.00DC RIM	$	2,345.29
0028DHT_I	DISC RR WHLS(22.5"PT-STL 10-S)8.25DC RIM	$	555.56
0028DMA_I	DISC RR WHLS(22.5"PT-STL 10S)8.25DC RIM	$	-
0028DMB_I	DISC DR WHLS 22.5 X 8.25(NP-AL 10S RIM)	$	1,720.00
0028DMC_I	DISC RR WHL(22.5"PSH-AL 10S) 8.25DC RIM	$	1,926.04
0028DMD_I	DISC DR WHLS 22.5" PT-STL 10S	$	502.24
0028DME_I	DISC DR WHL 22.5" N/PAL 10S 8.2	$	2,196.58
0028DMG_I	WHEELS, REAR DUAL DISC	$	2,386.50
0028DMH_I	DISC RR WHL(24.5"PT-STL 10S) 8.25DC RIM	$	61.92
0028DMJ_I	DISC RR WHL(24.5" NP-AL 10S) 8.25DC RIM	$	1,771.96
0028DMK_I	DISC RR WHL(24.5" PSH-AL 10S) 8.25DC RIM	$	1,974.42
0028DML_I	DISC DR WHL 24.5" PT-STL 10S	$	522.88
0028DMM_I	DISC DR WHL 24.5" N/P AL 10S 8.2	$	2,232.42
0028DMN_I	WHEEL AR-RR DISC	$	2,434.88
0028DMW_I	DISC RR WHL(22.5"PT-STL 10S)9.00DC RIM	$	961.48
0028DMY_I	DISC RR WHLS(22.5" POL-ALUM) 9.00DC RIM	$	2,083.71
0028DPM_I	DISC RR WHLS(22.5"PT-STL 10S)8.25DC RIM	$	397.32
0028DRM_I	DISC RR WHLS(24.5"PT-STL 10S)8.25DC RIM	$	328.52
0028DRN_I	DISC RR WHLS(22.5"PT-STL 10S)8.25DC RIM	$	397.32
0028WAB_I	24X8.50 6 SPK CST RR WHL	$	1,943.96
0029174_I	WHEELS (ALCOA)	$	940.41
0029331_I	MOTOR WHEEL CENTRIFUSE BRAKE DRUMS (	$	547.61
0029334_I	MOTOR WHEEL CENTRIFUSE BRK DRUMS (RR	$	830.12
0029338_I	MOTOR WHEEL CENTRIFUSE BRK DRUMS (RR	$	995.56
0029597_I	WHEEL SEALS, REAR	$	35.83
0029598_I	WHEEL SEALS, FRONT	$	22.40
0029AAA_I	ALCOA ALM FRT WHEELS	$	187.70

0029ACD_I	FLO-THRU TIRE VALVE CAPS	$	23.22
0029BAG_I		$	(450.50)
0029GAZ_I	HUB MODIFICATIONS, FRONT LONGER STUDS	$	48.38
0029GBA_I	HUB AR - MOD REAR	$	94.96
0029PAR_I	DO NOT PAINT/HAS WHITE POWDER COAT P/	$	20.64
0029PAS_I	DO NOT PAINT/HAS WHITE POWDER COAT P/	$	77.40
0029PAX_I	DO NOT PAINT/HAS GRAY POWDER COAT PAI	$	77.40
0029PBA_I	DO NOT PAINT/HAS BLACK POWDER COAT	$	20.64
0029PBB_I	DO NOT PAINT/HAS BLACK POWDER COAT	$	77.40
0029PBS_I	COATING ID ALUMINUM REAR DISC WHEELS	$	320.24
0029PBT_I	COATING ID ALUMINUM FRONT DISC WHEEL	$	161.57
0029PBW_I	COATING ID ALUMINUM REAR DISC WHEELS	$	320.24
0029PBX_I	COATING ID ALUMINUM FRONT DISC WHEEL	$	161.57
0029PBY_I	COATING ID ALUMINUM REAR DISC WHEELS	$	1,779.13
0029PBZ_I	COATING ID ALUMINUM FRONT DISC WHEEL	$	572.76
0029PCA_I	COATING ID ALUMINUM REAR DISC WHEELS	$	572.76
0029PCB_I	COATING ID ALUMINUM FRONT DISC WHEEL	$	582.44
0029TAG_I	UNI-DIRECTIONAL TIRES	$	14.51
0029WAP_I	NYLON WHEEL GUARDS - FRONT	$	9.68
0029WAR_I	NYLON WHEEL GUARDS - REAR	$	45.47
0029WLA_I	50W SYNTHETIC OIL FRT WHL BEARINGS	$	21.50
0029WLE_I	PRO-TORQ SPINDLE NUTS	$	55.15
0029WLG_I	SPECIAL RR WHL BEARING NUTS	$	69.66
0032DJA_I	WHEELS, REAR SINGLE DISC; 22.5" POL ALUM	$	2,532.92
0032DJN_I	WHEELS, REAR SINGLE DISC; 22.5" NON POL A	$	2,255.71
0032DJP_I	14.00 X 22.5 SING RR DISC WHLS POL ALUM	$	2,532.92
0032DJR_I	14.00 X 22.5 SING RR DISC WHLS POL ALUM	$	2,307.67
0034AAA_I	WHEEL AR-PUSHER	$	1,358.08
0034AAB_I	WHEEL AR-TAG	$	1,358.08
0034AAC_I	WHEEL AR-PUSHER	$	1,677.90
0034AAD_I	WHEEL AR-TAG	$	1,677.90
0034AAE_I	WHEEL AR-PUSHER	$	1,280.15
0034AAG_I	WHEEL AR-TAG	$	1,280.15
0034AAH_I	WHEEL AR-PUSHER	$	1,291.79
0034AAJ_I	WHEEL AR-TAG	$	1,291.79
0034AAK_I	WHEEL AR-PUSHER	$	1,713.73
0034AAL_I	WHEEL AR-TAG	$	1,713.73
0034AAM_I	WHEEL AR-PUSHER	$	1,712.83
0034AAN_I	WHEEL AR-TAG	$	1,712.83
0034AAP_I	WHEEL AR-PUSHER	$	1,747.77
0034AAR_I	WHEEL AR-TAG	$	1,747.77
0034AAS_I	WHEEL AR-PUSHER	$	1,791.67
0034AAT_I	WHEEL AR-TAG	$	1,791.67
0034AAU_I	WHEEL AR-PUSHER	$	1,846.31
0034AAV_I	WHEEL AR-TAG	$	1,846.31
0034AAW_I	WHEEL AR-PUSHER	$	2,639.13
0034AAX_I	WHEEL AR-PUSHER	$	3,343.25

0034AAY_I	WHEEL AR-PUSHER	$	3,378.19
0034AAZ_I	WHEEL AR-PUSHER	$	5,663.46
0034ABA_I	WHEEL AR-PUSHER	$	5,466.38
0034ABB_I	WHEEL AR-PUSHER	$	2,560.29
0034ABC_I	WHEEL AR-PUSHER	$	2,583.58
0034ABD_I	WHEEL AR-PUSHER	$	2,715.27
0034ABE_I	WHEEL AR-PUSHER	$	3,356.69
0034ABG_I	WHEEL AR-PUSHER	$	3,427.46
0034ABH_I	WHEEL AR-PUSHER	$	3,426.56
0034ABJ_I	WHEEL AR-PUSHER	$	3,496.44
0034ABK_I	WHEEL AR-PUSHER	$	3,583.33
0034ABL_I	WHEEL AR-PUSHER	$	3,693.52
0035100_I	SING COLOR F/2,3,4-TONE SPEC SCHEMATICS	$	-
0035107_I	SOLID COLOR HOOD-SPECIAL SCHEMATIC	$	-
0035200_I	TWO TONE CAB 1-2 BREAKS	$	196.19
0035207_I	TWO TONE HOOD LINES 1-2 BREAKS	$	196.19
0035208_I	TWO TONE BACK/CAB 1-2 BRKS	$	-
0035216_I	TWO TONE CAB 3-4 BREAKS	$	310.57
0035223_I	TWO TONE HOOD 3-4 BREAKS	$	310.57
0035224_I	TWO TONE BACK/CAB 3-4 BRKS	$	-
0035248_I	TWO TONE CAB 5&UP BRKS	$	418.93
0035255_I	TWO TONE HOOD 5&UP BRKS	$	418.93
0035256_I	TWO TONE BACK/CAB 5&UP BRKS	$	-
0035300_I	THREE TONE CAB 1-2 BRKS	$	433.44
0035307_I	THREE TONE HOOD 1-2 BRKS	$	433.44
0035308_I	THREE TONE BACK/CAB 1-2 BRKS	$	-
0035316_I	THREE TONE CAB 3-4 BRKS	$	471.17
0035323_I	THREE TONE HOOD 3-4 BRKS	$	471.17
0035324_I	THREE TONE BACK/CAB 3-4 BRKS	$	-
0035348_I	THREE TONE CAB 5&UP BRKS	$	637.58
0035355_I	THREE TONE HOOD 5&UP BRKS	$	637.58
0035356_I	THREE TONE BACK/CAB 5&UP BRKS	$	-
0810000_I	5TH WHL ON RR AXLE CENTERLINE	$	-
0810002_I	5TH WHL 02" AHEAD OF RR AXLE CENTERLINE	$	-
0810004_I	5TH WHL 04" AHEAD OF RR AXLE CENTERLINE	$	-
0810006_I	5TH WHL 06" AHEAD OF RR AXLE CENTERLINE	$	-
0810008_I	5TH WHL 08" AHEAD OF RR AXLE CENTERLINE	$	-
0810010_I	5TH WHL 10" AHEAD OF RR AXLE CENTERLINE	$	-
0810012_I	5TH WHL 12" AHEAD OF RR AXLE CENTERLINE	$	-
0810014_I	5TH WHL 14" AHEAD OF RR AXLE CENTERLINE	$	-
0810016_I	5TH WHL 16" AHEAD OF RR AXLE CENTERLINE	$	-
0810018_I	5TH WHL 18" AHEAD OF RR AXLE CENTERLINE	$	-
0040GEU_I	BRONZE LEVEL ESC 36MO/300K MI/10K HR	$	-
0040GEV_I	BRONZE LEVEL ESC 48MO/400K MI/12.5K HR	$	-
0040GEW_I	BRONZE LEVEL ESC 60MO/500K MI/12.5K HR	$	-
0040GEX_I	SILVER LEVEL ESC 36MO/300K MI/10K HR	$	-
0040GEY_I	SILVER LEVEL ESC 48MO/400K MI/12.5K HR	$	-

0040GEZ_I	SILVER LEVEL ESC 60MO/500K MI/12.5K HR	$	-	
0040GGA_I	GOLD LEVEL ESC 36MO/300K MI/10K HR	$	-	
0040GGB_I	GOLD LEVEL ESC 48MO/400K MI/12.5K HR	$	-	
0040GGC_I	GOLD LEVEL ESC 60MO/500K MI/12.5K HR	$	-	
0040GGD_I	PLATINUM LEVEL ESC 36/300K MI/10K HR	$	-	
0040GGE_I	PLATINUM LEVEL ESC 48/400K MI/12.5K HR	$	-	
0040GGG_I	PLATINUM LEVEL ESC 60/500K MI/12.5K HR	$	-	
0504013_I	MOUNT 2 AIR TANKS	$	-	
0504602_I	MOUNT 2 AIR TANKS O/S LT RAIL UNDER CAB	$	-	
6354060162_I	UNISTEEL G177	$	820.87	
6394060126_I	G288 MSA	$	876.09	
6484063223_I	XZY	$	1,274.16	
7372130157_I	G338 1AD	$	296.70	
7372130509_I	D660	$	47.80	
7372130524_I	S581	$	61.81	
7372135414_I	HSL2	$	65.11	
7372135415_I	HSR2	$	-	
7372135423_I		$	114.56	x 8=916.48
7372135426_I	11R22.5 ECO PLUS HD3 CONTINENTAL, 493 R	$	110.44	
7372135801_I	11R22.5 AH12 HANKOOK 503 REV/MILE	$	23.90	
7372135805_I	11R22.5 Z35A HANKOOK 503 REV/MILE	$	65.93	
7372137519_I	G622 RSD SPECIAL	$	269.50	
7372138101_I	G305AT LHD FUEL MAX	$	280.22	
7372138102_I	G622 RSD	$	211.81	
7372138107_I	G661 HSA	$	185.44	
7372138108_I	G662 FUEL MAX	$	236.54	
7372138116_I	11R22.5 G399 LHS FUEL MAX GOODYEAR	$	210.99	
7372138118_I	11R22.5 G572 LHD FUEL MAX GOODYEAR	$	250.55	
7372139003_I	M726EL	$	236.54	
7374220121_I	G182 RSD	$	372.52	
7374225426_I	11R24.5 ECO PLUS HD3 CONTINENTAL, 470 R	$	152.47	
7374228107_I		$	269.50	
7374228116_I	G399 LHS FUEL MAX	$	411.26	
7374228118_I	G572 LHD FUEL MAX	$	324.72	
7382130121_I	G182 RSD	$	342.03	
7382130125_I	G287 MSA	$	333.79	
7382130126_I	G288 MSA	$	672.52	
7382130162_I	UNISTEEL G177	$	396.42	
7382135413_I	HDO	$	225.00	
7382135415_I	HSR2	$	77.47	
7382135417_I	HDL2 DL	$	181.32	
7382135419_I	11R22.5 HSC1, 496 REV/MILE	$	131.87	x 2= 263.74
7382135420_I	11R22.5 HDC1 CONTINENTAL, 488 REV/MILE	$	202.75	
7382135423_I		$	131.04	
7382135426_I	11R22.5 ECO PLUS HD3 CONTINENTAL, 493 R	$	126.92	
7382137511_I	G182 RSD SPECIAL	$	461.53	
7382137518_I	G177	$	426.92	

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ DE, MD	VT, NH, ME RI, MA, CT	VA, WV, NC KY, TN	OH, IN, MI, IL	FL, GA SC, AL	WI, MN, ND, SD	CO, NM WY, UT	WA, OR ID, MT	CA, NV AZ	NE, KS MO, IA	TX, OK LA, AK, MS
938	4	$3,445	$3,044	$3,161	$1,847	$4,860	$3,384	$4,882	$7,441	$7,585	$2,466	$4,154
950	4	$3,502	$3,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
962	4	$3,502	$3,128	$3,214	$1,878	$4,942	$3,440	$4,963	$7,565	$7,711	$2,507	$4,223
966	4	$3,686	$3,497	$3,445	$2,014	$5,298	$3,689	$5,321	$8,111	$8,267	$2,687	$4,529
972	4	$4,226	$4,186	$3,877	$2,266	$5,962	$4,152	$5,988	$9,128	$9,304	$3,025	$5,096
980	4	$10,420	$10,326	$8,072	$8,836	$9,197	$5,656	$7,459	$16,340	$17,464	$4,386	$8,654

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	$2,546	$2,820	$1,654	$2,558	$1,200	$4,184	$4,699	$7,031	$6,403	$2,923	$3,230
	11	$3,980	$4,389	$2,081	$3,134	$2,376	$3,354	$3,612	$5,424	$4,862	$2,606	$1,699
963	5	$3,395	$3,982	$2,191	$3,838	$1,440	$5,546	$6,088	$10,277	$8,902	$4,271	$4,385
	11	$6,286	$7,888	$3,124	$4,703	$3,660	$4,446	$4,477	$8,136	$6,158	$3,454	$2,202
973	5	$3,858	$4,944	$2,623	$4,591	$1,637	$6,637	$7,284	$12,296	$10,651	$5,111	$5,246
	11	$7,145	$8,965	$3,736	$5,627	$4,379	$5,320	$5,357	$9,734	$7,369	$4,133	$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500

AI-46573 **Purchasing Department 22. C. 3.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Comm. Tito Palacios, HC-Pct. 2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $25,000:

Invoice No.	Vendor	Amount
214-12373	Frontera Materials, Inc.	$ 41,774.50

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-063-0-731

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

BUDGETARY IMPACT:

Funds available through PO#711199 in the amount of $65,719.96 as of 9/17/14 for Frontera Materials, Inc.

Attachments

Inv#214-12373

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/18/2014 09:30 AM
Budget & Management	Debbie Tamez	09/18/2014 11:14 AM
Glinda Pacheco	Glinda Pacheco	09/18/2014 03:56 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Erika Zamora Started On: 09/17/2014

Final Approval Date: 09/19/2014

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

CHARGE TO: HIDALGO COUNTY PCT 2

300 W HALL ACRES SUITE G
PHARR, TEXAS 78577

INVOICE NO: 214-12373
DATE: 8/29/14
101000

FROM PROGRESO PLANT
PO# 711199, BORDER RD
TICKET #1012703,1012688,1012676,1012675

08/01/14	HOT MIX TYPE D LIMESTONE	58.86	58.00	3,413.88
	TICKET #1012731,1012730,1012729,1012728,1012727,1012726, 1012725,1012724			
08/11/14	HOT MIX TYPE D LIMESTONE	120.40	58.00	6,983.20
08/12/14	HOT MIX TYPE D LIMESTONE	540.99	58.00	31,377.42

TOTAL AMOUNT DUE $41,774.50
THANK YOU

HIDALGO COUNTY
PRECINCT NO. 2
2014 SEP 4 PM 1 04

PO # 711199
4-1200-431-00-122-063-0-731
Req # 259476

INVOICE RECEIVED BY: Mon ON 9/4/14
GOODS/SERVICES RECEIVED BY: Please see ON attached

AI-46415 **Purchasing Department 22. D. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project Engineer L & G Engineering to award to lowest bidder meeting all specifications: IOC Company LLC in the amount of $1,569,523.71 Bid No. 2014-153-07-16-YSS "Mile 2 North Roadway Reconstruction Project."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1315-431-00-123-094-0-711/731

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

BUDGETARY IMPACT:

Reference: AFA Mile 2N CSJ:0921-02-323

Attachments

mile2 awrd bkup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/17/2014 04:35 PM
Budget & Management	Debbie Tamez	09/17/2014 04:56 PM
Glinda Pacheco	Glinda Pacheco	09/18/2014 02:02 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Yvette Islas Started On: 09/09/2014 11:23 AM

Final Approval Date: 09/19/2014

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

September 9, 2014

Martha Salazar, Purchasing Agent
Attn.: Yvette Salinas, Buyer III
Hidalgo County Purchasing Dept.
2812 S. Business Highway 281
Edinburg, Texas 78539

RE: Mile 2 North Road Project
From: La Homa Rd., East to Moorefield Rd.

Dear Mrs. Salazar:

We have reviewed the bid package for the above mentioned project; please proceed with submitting TxDot's approval and the Engineer's recommendation on the next Commissioner's Court agenda. Recommendation is for the lowest bidder, IOC Company, L.L.C. with their low bid amount of $1,569,523.71. The fund account number for this project is 4-1315-431-00-123-094-0-711 and 731.

If you have any questions or need additional information, please call my office at (956)585-4509.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Encl.

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

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463 8588 | WWW.TXDOT.GOV

August 18, 2014

Honorable Ramon Garcia
Judge, Hidalgo County
ATTN: Martha L. Salazar, Purchasing Agent
2812 S. Business Highway 281
Edinburg, TX 78539

RE: Mile 2 North Project
CSJ: 0921-02-323
Project: STP 1402(069)MM

Dear Judge Garcia:

We have completed our review of the bid package and analysis that was included with the county's letter dated July 25, 2014, and do concur with awarding the contract to IOC Company, L.L.C. with their low bid amount of $1,569,523.71. You may now award the contract and move forward with construction operations.

Mr. Jesus A. Noriega, P.E., out of our Pharr Area Office, will continue to serve as our construction project manager and your point of contact from this point forward. Please work directly with him to ensure all requirements are met for you to receive the federal funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures the County will need to follow can be found at http://www.txdot.gov/business/governments/lgpp.htm.

If you have any questions, feel free to call me or our Advance Planning/Project Management Supervisor, Norma Y. Garza, P.E., at (956) 702-6100 or via USPS at 600 W. US 83 Expressway, Pharr, TX 78577.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

cc: Homero Bazán, Jr., P.E., Director of Transportation Planning & Development
Rene Garza, P.E., Pharr Area Engineer
Norma Y. Garza, P.E., Advance Planning/Project Management Supervisor
Evan Roberts, P.E., District Design Support Engineer
Jesus A. Noriega, P.E., Project Development and Construction Project Manager
Commissioner Jose M. Flores, Hidalgo County Precinct #3
Yvette Salinas, Hidalgo County Buyer III
Rolando Garcia, Hidalgo County Planning Analyst III

L & G Engineering
Transportation Consultants

July 18, 2014

Hon. Joe Flores
Hidalgo County Commissioner Pct. 3
724 N. Breyfogle
Mission, Texas 78572

RE: ***Mile 2 North Road – Official Bid Amounts***
From: La Homa Road, East to Moorefield Road
Bid No. 2014-153-07-16-YSS
CSJ: 0921-02-323

Mr. Flores,

We have tabulated the official bid amounts for the seven responsive bidders and analyzed the bids in accordance with Article 2.14, *"Tabulation of Bids"* of TxDOT's Standard Specifications. The official bid amounts, which are summarized below, ranged from 3.5% below to 40% above the engineer's estimate and match the total bid amounts on their respective proposal with the exception of Bidder#7.

Mile 2 North Official Bid Amounts			
Engineer's Estimate		$ 1,627,058.49	
Bidder #1	IOC Company, LLC	$ 1,569,523.71	-3.5%
Bidder #2	Texas Cordia Construction, LLC	$ 1,615,243.14	-0.7%
Bidder #3	REIM Construction, Inc.	$ 1,882,275.70	15.7%
Bidder #4	Asago, LLC	$ 1,888,812.88	16.1%
Bidder #5	Foremost Paving, Inc.	$ 1,958,108.71	20.3%
Bidder #6	2GS, LLC	$ 2,209,499.31	35.8%
Bidder #7	Salinas Constr. Tech., LTD	$ 2,291,968.20	40.9%

One error was found in Bidder #7's proposal. The error did not have an effect on the determination of the low bidder:

132-2006 EMBANKMENT (FINAL)(DENS CONT)(TY C) CY				
Est. Qty.	Price	Cost	Bid Total	
$ 658.00	$ 8.48	$ 5,579.84	$ 2,291,883.40	Submitted
$ 668.00	$ 8.48	$ 5,664.64	$ 2,291,968.20	Corrected

We found no indication of any mathematical or material unbalancing or any front loaded items and recommend that the low bidder, IOC Company, Inc., be awarded the contract. I have e-mailed Ms. Norma Garza, P.E. a copy of the bid tabulation spreadsheet to assist her in concurring with our recommendation, but I believe she wants the County to submit a formal recommendation to her directly. A discussion of our bid analysis follows.

Unbalanced Bid Analysis (http://www.fhwa.dot.gov/programadmin/contracts/051688.cfm)

The FHWA policy on analysis of contract bids is found in FHPM 6-4-1-6, paragraph 11.c. It requires the evaluation of the unit bid prices for reasonable conformance with the engineer's estimate; however, FHWA provides no specific parameters, such as amount or percent of variance from the engineer's estimate, which constitute an unbalanced bid.

1. ***Significant Bid Items***

   An individual item is considered significant to the contract if a bidder has an item included in the proposal where the difference between the total cost of the item and the total bid amount, expressed as a percent of the total bid amount, is greater than or less than 0.50%.

2. ***Significantly Unbalanced Items***

   An item will be considered significantly unbalanced if the difference between the low bidder's unit price and the estimated bid price, expressed as a percent of the estimated bid price, is greater than +50% or is less than -75%.

Three items in the low bidder's proposal were found to be both significant items to the contract and significantly unbalanced from the engineer's estimate. Further analysis showed that these items were within 0.25 standard deviations from the average of all bids, so no unbalancing was found.

Front-Loading

The specifications pay for some items of work either partially or in their entirety up-front (e.g. mobilization and preparation of ROW). If a contractor submits a bid with unreasonably high prices for these items of work, the bid has been Front-End Loaded. Table 1 shows that the bids for these two items are not unreasonably high. As a result, we determined that the low bid is not front loaded.

TABLE 1

Front-Loaded Items

		Total Bid	Mobilization	% of Total Bid	Prep ROW	% of Total Bid
Engineer's Estimate		$ 1,627,058.49	$ 143,107.68	9%	$ 39,132.00	2%
Bidder #1	IOC	$ 1,569,523.70	$ 100,000.00	6%	$ 32,610.00	2%
Bidder #2	TexCordia	$ 1,615,243.14	$ 65,100.00	4%	$ 26,088.00	2%
Bidder #3	Reim	$ 1,882,275.70	$ 85,000.00	5%	$ 13,174.44	1%
Bidder #4	Asago	$ 1,888,812.88	$ 180,000.00	10%	$ 163,050.00	9%
Bidder #5	Foremost	$ 1,958,108.71	$ 170,000.00	9%	$ 130,440.00	7%
Bidder #6	2GS	$ 2,209,499.31	$ 60,000.00	3%	$ 52,176.00	2%
Bidder #7	Salinas	$ 2,291,968.20	$ 210,000.00	9%	$ 35,381.85	2%
***	Average	$ 1,916,490.23	$ 124,300.00	6%	$ 64,702.90	3%

If you have any questions or comments you can reach me or Mr. Damien Tijerina, P.E. at 956-585-1909.

Sincerely,

P.E.

for Armando J. Sandoval, P.E.
Project Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3

BID OPENING DATE: July 16, 2014	**BID OPENING TIME: 3:01 PM**

DESCRIPTION OF BID: "Mile 2 North Roadway Reconstruction Project"

BID NO: 2014-153-07-16-YSS

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT	Bid Bond/ Cashier's Check
1.	IOC Company, LLC	$1,569,523.71	Bid Bond Included
2.	Texas Cordia Constrction	$1,615,243.14	Bid Bond Included
3.	REIM Construction, Inc.	$1,882,275.70	Bid Bond Included
4.	Asago Construction	$1,888,812.88	Bid Bond Included
5.	Foremost Paving, Inc	$1.958,108.71	Bid Bond Included
6.	2GS, LLC	$2,209,499.31	Bid Bond Included
7.	Salinas Construction Technologies, LTD	Correct Amount: $2,291,968.20 Read Amount: $2,291,883.40	Bid Bond Included
8.			
9.			
10.			

AI-46616 **Purchasing Department 22. E. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Comm. J Palacios, HC-Pct. #4 **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion and possible approval of real property exchange closing documents in accordance with **"Order Confirming Sale'** approved by Commissioners' Court on AI#45878 presented on August 25, 2014 with **Guerra Brothers Master Partnership.**

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The end result is the exchange of property with an FMV higher than the one HC is losing.

NET AMOUNT coming to county

Attachments

Special Warranty Deed
Closing Statement
1099-S Sub. form
AI #45878
AD Valorem
FMV

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/19/2014 03:10 PM
Budget & Management	Debbie Tamez	09/19/2014 03:43 PM
Manuel Chapa	Manuel Chapa	09/19/2014 04:47 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Yolanda Velasquez Started On: 09/19/2014 10:52 AM

Final Approval Date: 09/19/2014

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Effective Date: September 23, 2014

Grantor: HIDALGO COUNTY, TEXAS

Grantor's Mailing Address:

Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P. O. Box 1356
Edinburg, Hidalgo County, Texas 78540

Grantee: GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, successor in interest to Guerra Brothers, a Texas general partnership

Grantee's Mailing Address:

P. O. Box 38
Linn, Hidalgo County, Texas 78563

Consideration:

The exchange of property, title to which is accepted by Grantor the same as if the consideration represented by the exchange were paid in cash. There is no lien, either expressed or implied, created by the exchange of property. Any such lien is waived and released by Grantor.

Property (including any improvements):

Being a 0.935 acre tract of land lying in and being a part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas, as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records (H.C.M.R.), and also being a part of a 10.00 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No.2443360, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

1. This conveyance is made and accepted subject to the following matters, to the extent such matters are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral reservations, and leases, if any, relating to the Property and as shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the Property; and

2. Taxes for calendar year 2014 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED THIS DEED.

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

GRANTOR:

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2014, by Ramon Garcia, County Judge, of Hidalgo County, Texas, a governmental agency, on behalf of said governmental agency.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Guerra Brothers Master Partnership
P. O. Box 38
Linn, Hidalgo County, Texas 78563

CLOSING STATEMENT

Date: September 23, 2014

County: HIDALGO COUNTY, TEXAS

Partnership: GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership

Transaction: Exchange of the real properties described in Exhibit "A" (real property being conveyed by County to Partnership ("**Tract I**")) and Exhibit "A-1" (real property being conveyed by Partnership to County ("**Tract II**")) attached hereto

---

AMOUNTS DUE FROM PARTNERSHIP TO COUNTY AT CLOSING:

Advertising costs paid by Partnership (Tract I)		1,296.16
Proration of 2014 Ad Valorem Taxes paid by Partnership (Tract II) (for June 25, 2014 through September 23, 2014)		41.10

LESS COUNTY'S CLOSING EXPENSES:

Title report fee to South Texas Land Investigations (Tract II) (POC)		
Attorney's fees to Atlas, Hall & Rodriguez, LLP (POC)		
Recording fees to Hidalgo County Clerk (Deed on Tract II)	46.00	
NET AMOUNT DUE TO COUNTY AT CLOSING:		**$1,291.26**

PARTNERSHIP'S CLOSING EXPENSES:

Advertising costs to County (Tract I)	1,296.16	
Title report fee to South Texas Land Investigations (Tract I) (POC)		
Recording fees to Hidalgo County Clerk (Deed on Tract I ($38.00); Affidavits on Tract II ($68.00))	106.00	
Tax report fee to Edwards Abstract and Title Co.	85.00	
Proration of 2014 Ad Valorem Taxes to County (Tract II) (for June 25, 2014 through September 23, 2014)	41.10	
TOTAL AMOUNT DUE FROM PARTNERSHIP AT CLOSING:	**$1,528.26**	

ADDENDUM TO CLOSING STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas, Hall & Rodriguez, LLP has assembled the information for this settlement statement from third parties utilizing the best information available; however, Atlas, Hall & Rodriguez, LLP cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the settlement statement is insufficient to satisfy the item in full, the responsible party will pay to Atlas, Hall & Rodriguez, LLP in McAllen, Texas such additional amount within five (5) days of a written request for payment;

(3) according to information obtained by Atlas, Hall & Rodriguez, LLP from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the Property and there are no unpaid taxes on the Property other than those being paid as a part of this transaction, if any;

(4) Atlas, Hall & Rodriguez, LLP may be required to report certain information concerning this transaction to the Internal Revenue Service;

(5) Atlas, Hall & Rodriguez, LLP is authorized to make the expenditures and disbursements reflected in this settlement statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the settlement statement, and the receipt of a copy of the settlement statement.

[SIGNATURE PAGE FOLLOWS]

COUNTY:

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

PARTNERSHIP:

GUERRA BROTHERS MASTER PARTNERSHIP

By:_____
A. R. Guerra, Partner

By:_____
Carlos X. Guerra, Sr., Partner

By:_____
Hector M. Guerra, Partner

By:_____
Carmen E. Yzaguirre, Sr., Partner

By:_____
Gerardo L. Guerra, Sr., Partner

u stitute or 1099-

Proceeds from Real Estate Transactions

Ta Year 2014 **O B No. 1545-0997**

ettle ent Agent Na e and Address	eller/Trans eror s Na e and Address
Atlas, Hall & Rodriguez, LLP 818 Pecan Blvd. McAllen, Texas 78501	Hidalgo County, Texas P. O. Box 1356 Edinburg, Texas 78540

ettle ent Agent/ iler s ederal ID Nu er	eller/Trans eror s Ta a er ID Nu er
74-1210059	

Transa tion In or ation	
1. Date of Closing	September 23, 2014
2. Gross Proceeds	$0.00
3. Address or legal description	Being a 0.935 acre tract of land lying in and being a part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas, as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records
4. Check here if the transferor received or will receive property or services as part of the consideration	☐
5. Buyer's part of real estate tax	$0.00

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law.

Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

HIDALGO COUNTY, TEXAS

By:_____ September 23, 2014

Ramon Garcia, County Judge Date

ee or our re ords.

Instru tions or Trans eror

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on **or 4797**, Sales of Business Property, **or 6252**, Installment Sale Income, and/or **edule D or 1040** , Capital Gains and Losses.

ederal ortgage su sid . You may have to recapture (pay back) all or part of a Federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See **or 8828**, Recapture of Federal Mortgage Subsidy, and **Pu . 523**, Selling Your Home.

Bo 1. Shows the date of closing.

Bo 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See **Bo 4**.

Bo 3. Shows the address or a legal description of the property transferred.

Bo 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Bo 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the “other income” line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

APPROVED

AI-45878 **Purchasing Department 22. C. 2.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance of sole bid received from **Guerra Brothers Master Partnership** for RFB No. 2014-029-08-06-YZV "Sale or **Exchange** of Real Property" - Precinct 4 with value of $20,000.00 (County's value of 10,500)

b. Acceptance and approval of Order Confirming Sale or **Exchange** document with **Guerra Brothers Master Partnership** for RFB 2014-029-08-06-YZV "Sale or Exchange of Real Property" - Precinct 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The end result is the exchange of property with an FMV higher than the one HC is losing. Title report for HC property secured through PO.

Attachments

ACCEPTANCE SHEET-PARTICIPATION SHEET

FMVALUE

EXHIBIT "A"

Purchase Order for Title Search

Order Confirming Sale or Exchange

Legals Okay of Order

email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 02:03 PM
Budget & Management	Debbie Tamez	08/21/2014 02:19 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Yolanda Velasquez Started On: 08/06/2014 01:40 PM

Final Approval Date: 08/21/2014

Ad Valorem Tax Agreement

This 2014 Ad Valorem Tax Agreement (this "**Agreement**") is entered into effective as September 23, 2014, by and between HIDALGO COUNTY, TEXAS ("**County**") and GUERRA BROTHERS MASTER PARTNERSHIP ("**Partnership**"), a Texas general partnership.

WHEREAS, the County and the Partnership are exchanging certain real property: the County is conveying to the Partnership the real property described in Exhibit "A" attached hereto ("**Tract I**") and the Partnership is conveying to the County the real property described in Exhibit "A-1" attached hereto ("**Tract II**") (Tract I and Tract II are hereinafter collectively referred to as the "**Real Property**").

WHEREAS, the parties desire to set forth their agreement with respect to the payment of ad valorem taxes on the Real Property.

NOW THEREFORE, the County and the Partnership agree as follows:

1. The 2014 ad valorem taxes on Tract I were not prorated at closing because the County, as owner of Tract I, is exempt from paying such taxes. The Partnership is solely responsible for payment of the 2014 ad valorem taxes assessed against Tract I for the period attributed to the Partnership's ownership of Tract I.

2. The Partnership acquired Tract II on June 25, 2014, from an entity who was exempt from paying ad valorem taxes on Tract II and therefore, the County and the Partnership have agreed to prorate the 2014 ad valorem taxes attributed to the Partnership's ownership of Tract II, and those taxes were prorated between the County and the Partnership, as of September 23, 2014, as follows: 89/188ths to the Partnership; and 99/188ths to the County, in accordance with the computation formula set forth on Schedule "O1" attached hereto. The County, at closing, received a proration credit of $41.10 for 2014 ad valorem taxes on Tract II. The proration credit was based on the estimated appraised value of Tract II, and the ad valorem tax rates in effect, for calendar year 2014.

3. After the 2014 ad valorem taxes attributed to the Partnership's ownership of Tract II are finally determined pursuant to the tax statements issued by the appropriate taxing authorities, the County is responsible for paying such ad valorem taxes. If such taxes are higher than the estimated ad valorem taxes set forth herein, the Partnership is responsible for paying the difference to the County, and if such taxes are lower than the estimated taxes forth herein, the County may retain any excess funds due to the proration of taxes between the Partnership and the County. Any rollback taxes on Tract II are the sole responsibility of the Partnership.

Executed effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

COUNTY:
HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

PARTNERSHIP:

GUERRA BROTHERS MASTER PARTNERSHIP

By:_____
A. R. Guerra, Partner

By:_____
Carlos X. Guerra, Sr., Partner

By:_____
Hector M. Guerra, Partner

By:_____
Carmen E. Yzaguirre, Sr., Partner

By:_____
Gerardo L. Guerra, Sr., Partner

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

Being a 0.935 acre tract of land lying in and being a part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records (H.C.M.R.), and also being part of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described by metes and bounds:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found for an interior corner on the northern boundary line of said 10.0 acre tract;

THENCE South 13° 05' 09" East with the common boundary line of said 10.0 acre tract and a 5,145.2 acre tract of land described in Document No. 2234665 (H.C.O.R.) to Guerra Brothers Partnership, a distance of 587.22 feet to a 5/8-inch iron rod with plastic cap stamped "AA" (hereinafter referred to as "with cap") set for the northwest corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE South 13° 05' 09" East continuing along said common boundary line, a distance of 117.95 feet to a 1/2-inch iron rod found for the northeast corner of the herein described tract and for the common corner of said 10.00 acre and 5,145.2 acre tracts;

THENCE South 34° 24' 28" West and departing from said 5,145.2 acre tract and following the east boundary line of said 10.00 acre tract, a distance of 428.77 feet to a 1/2-inch iron rod found for the southeast corner of the herein described tract and also being the southern most east corner of said 10.00 acre tract.;

THENCE North 55° 34' 47" West and departing from said 10.00 acre tract and following the common boundary line of a 2.00 acre tract of land described in Document No. 1923730 (H.C.O.R.) to Guerra Brothers Partnership and said 10.0 acre tract, a distance of 86.96 feet to a 5/8-inch iron rod with cap set for the southwest of the herein described tract;

THENCE North 34° 24' 28" East departing from said common line of 2.00 acre and 10.00 acre tracts, a distance of 508.45 feet to the **POINT OF BEGINNING** and containing 0.935 acre of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

OF

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant

EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

2.00

Being a 0.935 acre tract of land lying in and being a part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records (H.C.M.R.), and also being part of a 10.0 acre tract of land described in a deed to Guerra Brothers Partnership as recorded in Document No. 1923730, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described by metes and bounds:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found for an interior corner on the northern boundary line of a 10.0 acre tract of land described in a deed to Hidalg County, Texas as recorded in Document No. 2443360 (H.C.O.R.);

THENCE South 13° 05' 09" East with the common boundary line of said 10.0 acre tract and a 5,145.2 acre tract of land described in Document No. 2234665 (H.C.O.R.) to Guerra Brothers Partnership, a distance of 705.17 feet to a point for a common corner of said tracts;

THENCE South 34° 24' 28" West with the common boundary line of said 5,145.2 acre 10.00 acre tracts, a distance of 428.77 feet to a 1/2-inch iron rod found for a common corner of said tracts;

THENCE North 55° 34' 47" West and departing from said common corner and following the common boundary line of a 2.00 acre tract of land described in Document No. 1923730 (H.C.O.R.) to Guerra Brothers Partnership and said 10.0 acre tract, a distance of 86.96 feet to a 5/8-inch iron rod with plastic cap stamped "AA" (hereinafter referred to as "with cap") for the northeast of the herein described tract and **POINT OF BEGINNING**;

THENCE South 34° 24' 28" West departing from the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 174.81 feet to a 5/8-inch iron rod with cap set for the southeast corner of the herein described tract, also being on the North right-of-way line of F.M.1017;

THENCE North 55° 38' 28" West, along said North right-of-way line of F.M. 1017, a distance of 232.53 feet to a 1/2-inch iron rod found for the southwest corner of the herein described tract, also being the common corner of said 10.00 acre and 2.00 acre tracts;

THENCE North 34° 24' 28" East departing from said North right-of-way line, along the common boundary line of said 10.00 acre and 2.00 acre tracts, a distance of 175.06 feet to a 5/8-inch iron rod with cap set for the northwest corner of the herein described tract and being the common corner of said 10.00 acre and 2.00 acre tracts;

THENCE South 55° 34' 47" East along the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 232.60 feet to the **POINT OF BEGINNING** and containing 0.935 acres of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES

BOUNDARY SURVEY:

Schedule "1"
Listing of Tax Account Numbers Associated With Tract II

Account Number	Total Acreage	2013 Taxes
D3200-00-084-0000-08	2.00	$186.14

Acre Average = 92.85 x 0.935 acres in Tract II = $86.82

Proration:

86.82 x 89/188 = 41.10 (pro rata credit to County)

AN APPRAISAL

AND

ANALYSIS OF VALUE OF

A 0.935 Acre Parcel of Land

LOCATED:
FM 1017 West of US Highway 281
Linn, San Manuel, Hidalgo County, Texas

DATE OF APPRAISAL
March 31, 2014

DATE OF APPRAISAL REPORT
April 4, 2014

PREPARED FOR:
Hidalgo County Precinct No.4
Joseph Palacios Commissioner
1051 North Doolittle Road
Edinburg, Texas 75842-0337

BY:

appraisal haus
Real Estate Valuation Services

George Jaime Salazar, II
State Certified General Appraiser
502 West Kuhn Street
Edinburg, Texas 78541

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

April 4, 2014

Hidalgo County Precinct No.4
Joseph Palacios Commissioner
1051 North Doolittle Road
Edinburg, Texas 75842-0337

RE: A 0.935 acre tract lying in Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as part of the Brewster Park Project

Dear Sirs,

In accordance with your request, we are pleased to present an appraisal report of the above referenced property.

We have personally inspected the property and have made a careful and detailed study of all factors pertinent to the opinion of value. The accompanying report contains the result of our investigation and analysis.

In our opinion, the "As Is" Market Value of the fee simple interest in the subject property described above as of March 31, 2014 is:

Ten Thousand Five Dollars
$10,500

We trust this report satisfies the conditions of your request. Please call on us if any item is not clear or if further explanation of any point in this report would be helpful.

This appraisal report complies with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation and comply with Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as well as all reporting requirements of the client, Hidalgo County Precinct No. 4. This appraisal report meets the requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Practice for a Restricted Appraisal Report.

This letter is intended to transmit the attached appraisal report which sets forth the identification of the property , the assumptions and limiting conditions, pertinent facts with reference to the area and the subject property, comparable data, the results of the investigations and analysis, and the reasoning to the conclusions of set forth.

Thank you for the confidence placed in us by virtue of this assignment and for the opportunity of providing our appraisal services to you.

Sincerely,

George Jaime Salazar II
Certified Appraiser

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EXECUTIVE SUMMARY

Type Property: Vacant Parcel of Land

Location: FM 1017 West of US Highway 281, Linn/San Manuel, Hidalgo County, Texas.

Legal Description: Being a 0.935 acre tract of land lying in and being part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records, and also being part of a 10.0 acre tract of land described in deed to Hidalgo County, Texas as recorded in Document No. 2443360, Hidalgo County Official Records. Said 0.935 acre tract being more particularly described by metes and bounds attached at the end of this report.

Interest Appraised: The interest of the appraised real property is that of a Fee Simple absolute interest. An absolute Fee Simple interest is without limitations to any particular class of heirs or restrictions, but subject to the limitations of police power, eminent domain, taxation and escheat. The Market Value fee estate of this report is additionally subject to:

1) Existing leases and rights of parties in possession.
2) Easements and reservations as may appear upon the recorded map and plat of the subdivision or otherwise of record.
3) Vertical interests to include prior reservations of oil, gas and/or other mineral interests.

Site: A 0.935 acre or 40,748.20 square feet. The property is irregular in shape and does not have frontage along FM 1017. The property is accessible from adjacent land tracts and considering the intended use of tract the property will be legally accessible. Topography is generally level with drainage appearing adequate. The subject property is located in a rural area of Hidalgo County. Potable water, electricity and telephone service is available. Sanitary sewer is via septic system. All easements appear typical and do not effect the property in a negative way.

Highest & Best Use: The highest and best use "as vacant" is for assemblage to adjacent land tract for agriculture use.

Environmental Hazards: None noted at the time of inspection.

Flood Zone: FEMA Flood Map Panel #480343-0125B "C" dated January 2, 1981

Zoning: The subject property is situated in a rural setting of northern Hidalgo County. The closest municipality which recognizes zoning is the City o f Edinburg. Since the subject is outside the Edinburg City limits no municipal zoning is in place.

Improvement Discussion: None

Extraordinary Assumption: None

Hypothetical Condition: None

Marketing Status: The appraiser estimates a marketing time to be 12 months, with an exposure time of 12 months. This is considered typical marketing and exposure time therefore no discounting is deemed necessary.

Three Approaches to Value:

Cost Approach..... Not Applicable
Sales Comparison Approach(land only)..... $10,500
Per Unit Value.....$11,500 per acre
Income Approach..... Not Applicable

Date of Inspection: March 31, 2014
Date of Appraisal: April 4, 2014
Date of Appraisal Report: April 4, 2014

COMPETENCY PROVISION

The Competency Provision of the Uniform Standards of Professional Practice requires that the appraiser properly identify the appraisal problem to be addressed and have the knowledge and experience that will be required to complete the assignment competently. George Jaime Salazar II is State Certified General Real Estate Appraiser. He has been a professional in the real estate appraisal business since 2008. As such, he possesses the knowledge and experience to complete an appraisal of the type of property appraised in this report. Additionally, he has reviewed the subject area and has an understanding of the demographics, costs, sales, rentals, and data germane to the appraisal of real property in the Rio Grande Valley area. Reference may be made to the Qualifications of the Appraiser which is included in this report. References, in addition to those provided, are available upon request.

IDENTIFICATION OF THE PROPERTY

Location: FM 1017 West of US Highway 281, Linn/San Manuel, Hidalgo County, Texas.

Legal Description: Being a 0.935 acre tract of land lying in and being part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records, and also being part of a 10.0 acre tract of land described in deed to Hidalgo County, Texas as recorded in Document No. 2443360, Hidalgo County Official Records. Said 0.935 acre tract being more particularly described by metes and bounds attached at the end of this report.

History of the Property - The subject property is currently owned by Hidalgo County and has been since August 13, 2013 as per Special Warranty Deed document #2443360, Hidalgo County, Records. The subject was purchased as part of a 10 acre tract of land. Hidalgo County paid $175,000. Prior to this Edinburg Consolidated Independent School District owned the property for an excess of three years.

Contract & Listing Information-The subject property has not been offered for sale as per the Greater McAllen Association of Realtors multiple listing service and current land owner.

Assessment & Tax Data- The subject site is identified by Account# D3200-00-084-0000-07 by the Hidalgo County Appraisal District. The Subject has an assessed market value of $3,948,000 of which $48,000 is land for the 2014 year. Taxing entities and rates are as presented in the appraisal district worksheet.

HIDALGO COUNTY APPRAISAL DISTRICT WORKSHEET

Hidalgo CAD

Property Search Results > 727648 EDINBURG CISD for Year 2014

Property

Account

Property ID:	727648	Legal Description:	DEL TULE AN IRR TR W1209.58'-E4151.96'-S1080' EXC S659.12'-W906.48'-E951.96' TR 84 15 AC NET
Geographic ID:	D3200-00-084-0000-07	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	FM 1017 (.60 MI W OF HWY 281) TX	Mapsco:	
Neighborhood:		Map ID:	VOL10 PG58-60
Neighborhood CD:			

Owner

Name:	EDINBURG CISD	Owner ID:	481540
Mailing Address:	PO BOX 990 EDINBURG, TX 78540-0990	% Ownership:	100.000000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$3,900,000	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$48,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$3,948,000	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$3,948,000	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$3,948,000	

Taxing Jurisdiction

Owner: EDINBURG CISD
% Ownership: 100.000000000000%
Total Value: $3,948,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$3,948,000	$0	$0.00
DR2	DRAINAGE DISTRICT #2	0.000000	$3,948,000	$0	$0.00
FD3	EMS DIST #03	0.030000	$3,948,000	$0	$0.00
GHD	HIDALGO COUNTY	0.590000	$3,948,000	$0	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$3,948,000	$0	$0.00
R09	ROAD DIST 09	0.000000	$3,948,000	$0	$0.00
SEB	EDINBURG ISD	1.230800	$3,948,000	$0	$0.00
SST	SOUTH TEXAS SCHOOL	0.048200	$3,948,000	$0	$0.00
	Total Tax Rate:	2.059000			
				Taxes w/Current Exemptions:	$0.00
				Taxes w/o Exemptions:	$81,289.32

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 1.0 sqft Value: $3,900,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	*	BRKV	2010	1.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	15.0000	653400.00	0.00	0.00	$48,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	$3,900,000	$48,000	0	3,948,000	$0	$3,948,000
2013	$3,900,000	$80,000	0	3,980,000	$0	$3,980,000
2012	$3,900,000	$80,000	0	3,980,000	$0	$3,980,000
2011	$3,900,000	$13,750	0	3,913,750	$0	$3,913,750
2010	$0	$13,750	0	13,750	$0	$13,750

http://propaccess.hidalgoad.org/clientdb/Property.aspx?prop_id=727648 4/4/2014

PURPOSE OF THE APPRAISAL

Purpose of this appraisal - This appraisal is made for the purpose of determining an opinion of the Market Value of the subject property as of the inspection date.

Function of the Appraisal - The function of the appraisal is to determine an opinion of Market Value to assist Hidalgo County Precinct No. 4 in evaluating the subject property for an exchange of similar type land with Guerra Brothers, A Texas General Partnership. This exchange is to complete the Brewster Park Project.

Intended User- The intended user of this appraisal report is Hidalgo County Precinct No. 4 only.

Scope of the Appraisal - This appraisal requires a valuation of the fee simple estate, unencumbered by vertical interests, easements of record, or other fractional interests. This assignment requires the appraiser to perform certain basic functions in order to complete the appraisal assignment in accordance with acceptable appraisal standards and practices. An appraisal is a type of research into laws of probabilities with respect to real estate transactions. The degree of research and the amount of supporting documentation included in the appraisal is based primarily on the difficulty of the appraisal assignment, the amount and availability of data in the marketplace and the degree of presentation required by the client. The scope of this appraisal assignment is as follows:

Identify the property utilizing the Hidalgo County Appraisal District as well as information provided by the client.

Perform physical inspection of the property site under appraisal. The appraiser observed the subject property from FM 1017.

Investigate and report regional and city data which directly or indirectly affects the subject neighborhood, as of the effective date of the appraisal.

Analyze and report the market area data which directly or indirectly affects the subject property, as of the effective date of the appraisal.

Analyze the subject site and adjacent land tracts, as applicable, and estimate the highest and best use for the property as vacant and as improved, as of the effective date of the appraisal.

Investigate and analyze market data regarding land sales, relating to the subject property, comparable market data as it affects the subject property and the final opinion of value.

Employ the Sales Comparison Approach, being the only applicable approach, to determine a unit value for the subject property.

Reconcile the Sales Comparison Approach to value.

Provide the appraiser's qualification and report on the Limiting Conditions and Assumptions on which the value opinion and conclusions are based.

Attach pertinent addenda information as a part of the report.

In developing the opinion of value, the appraiser has made an on-site inspection of the property and surveyed the market to provide information relating to appropriate units of comparison including land values and direct comparisons such as price per square foot or price per acre.

MARKET VALUE DEFINED

Market Value Defined - Market value, as used herein, is defined by The Appraisal of Real Estate, 11th Edition, Appraisal Institute,

> The most probable price, as of a specified date, in cash, or terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> a. buyer and seller are typically motivated;
> b. both parties are well informed or well advised, and acting in what they consider their best interests;
> c. a reasonable time is allowed for exposure in the open market;
> d. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
> e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

NEIGHBORHOOD ANALYSIS

The Appraisal of Real Estate, 13th Edition defines a neighborhood as "a group of complimentary land uses".

We will define the boundaries of the subject neighborhood then analyze trends within that area to determine their effects upon the value of real estate including the subject property.

The subject market area is the northern section of Hidalgo County and in the Edinburg Consolidated Independent School District. The area may be defined by the following boundaries: The market area boundaries are considered to the Hidalgo County Line to the north, The Hidalgo County Line to the east, City of Edinburg to the south and Hidalgo County Line to the west. The closest incorporated city is The City of Edinburg, which is approximately 18-20 miles south of the subject property.

Access and location of the neighborhood area is rated fair based on its proximity to the major thoroughfares. US Highway 281 is the main north south thoroughfare in the area. FM 1017/186 and FM 490 are the main east west thoroughfare. These roads link the subject area to US Expressway/Business 83 to the south and US Highway 77 to the east and Starr County to the west. All the thoroughfares are asphalt paved and in good average condition. There are various other thoroughfares that provide a good roadway and street system in and out of the subject area.

The neighborhood consists of mainly agriculture and residential use. Commercial use is limited and is concentrated along the east and west sides of US Highway 281. Residential use which includes multifamily is approximately 10% of the market area with 5% commercial/industrial use with approximately 85% of agriculture land. Commercial use includes small local stores, restaurants, packing sheds, machine and oil field service yards, etc. Single family residential homes range from the low to mid range of value. However there are some large high end homes scattered through the area.

The market area has potable water, electrical and telephone service. Sanitary sewer is also available with septic systems. There are no serious detractions in the neighborhood. The market areas proximity to schools, health care, places of worship, as well as commercial centers is considered to be fair, with the City of Edinburg being the closest city with full urban amenities. This neighborhood is considered to be in its stability stage of the neighborhood cycle.

AREA MAP

a la mode, inc.
The leader in real estate technology
Subject
FM 1017 West of US Highway 281
San Manuel
681
1017
186
Laguna Seca
Lasara
Harlingen
Delta Lake
493
Monte Alto
281
Doolittle
1925
Citrus City
Alton North
Alton
Edinburg
Cesar Chavez
Elsa
La Villa
bing

SITE DESCRIPTION

Location: FM 1017 West of US Highway 281, Linn/San Manuel, Hidalgo County, Texas.

Access: The property is accessible from adjacent land tracts. Considering the intended use of tract the property will be legally accessible.

Size: The site consists of 0.935 acres (40,748.20 square feet)

Shape: Irregular

Frontage: "As Is" None.

Utilities: Potable Water, electrical, and telephone service is available however not in place.

Easements: The appraiser was provided with an on ground survey. No adverse easements noted.

Elevation: Topography is generally level, Drainage appeared adequate.

Flood Zone: FEMA Flood Map Panel #4854770005B "C" dated August 3, 1981

Zoning: The subject property is situated in a rural setting of northern Hidalgo County. The closest municipality which recognizes zoning is the City of Edinburg. Since the subject is outside the Edinburg City limits no municipal zoning is in place.

Site Improvements: None.

Surrounding Land Use: The surrounding land use is being utilized the Brewster School within the ECISD and remaining land use is agriculture use

AERIAL VIEW

SURVEY

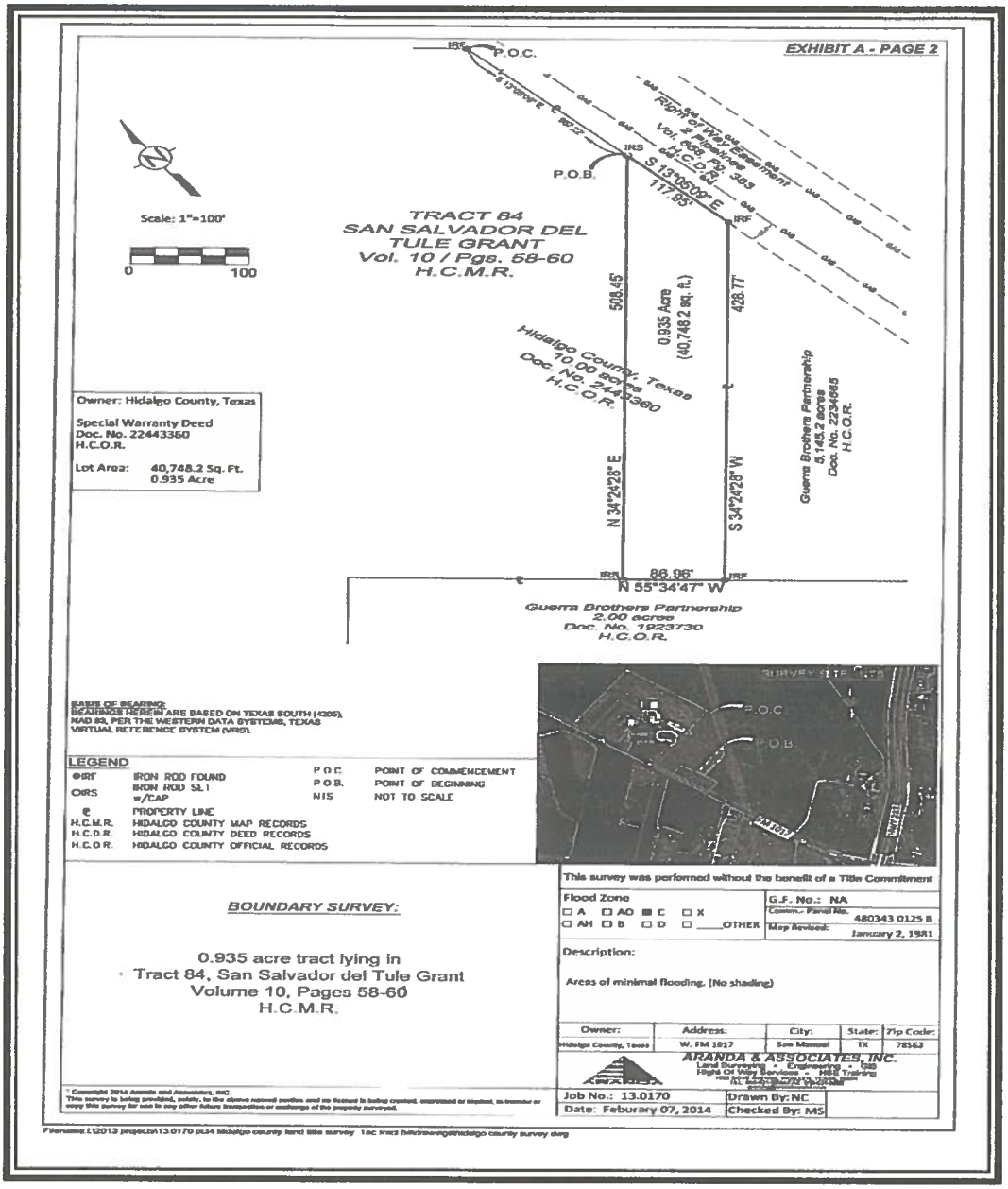
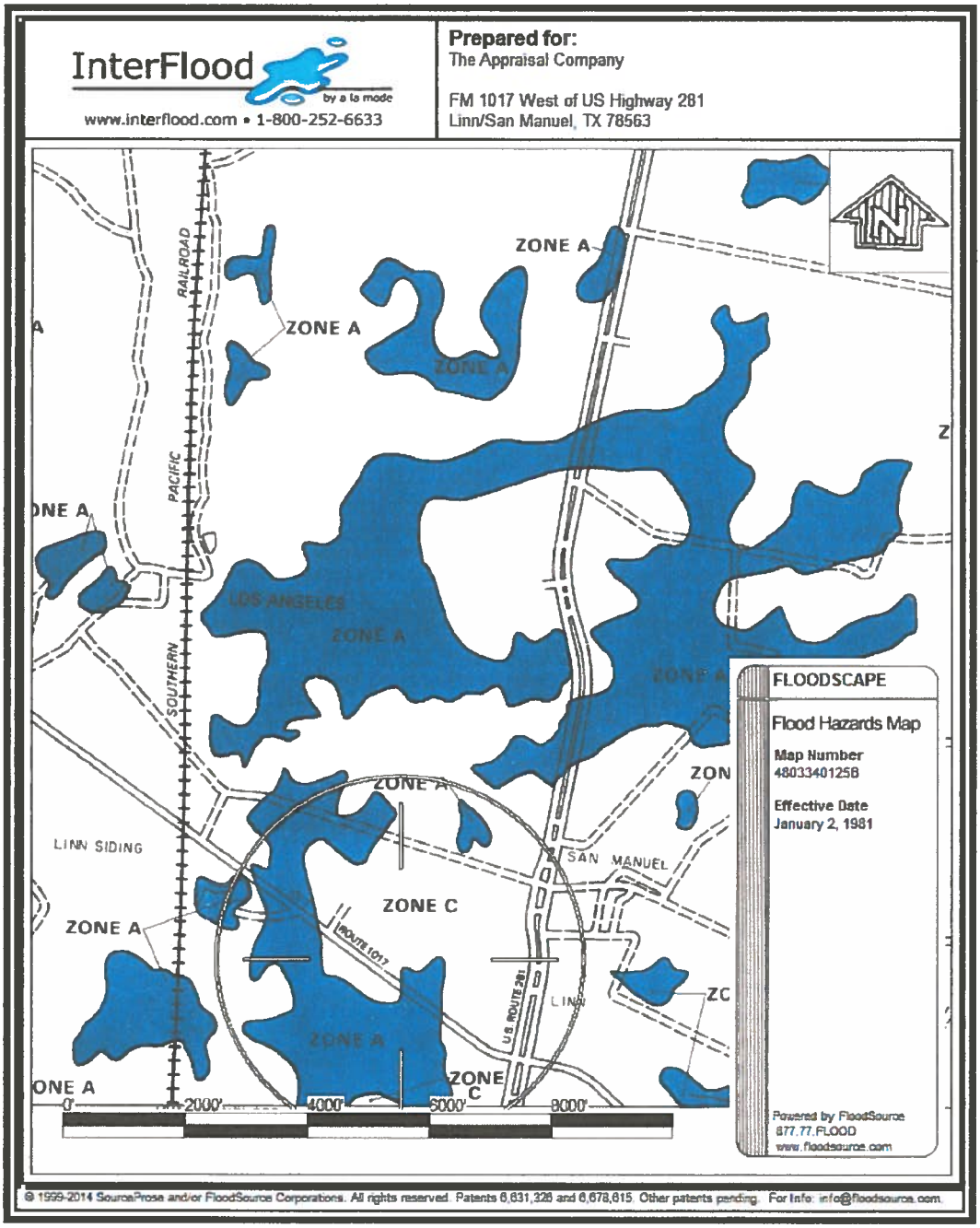


EXHIBIT A - PAGE 2
P.O.C.
P.O.B.
S 13°05'09" E
117.85'
TRACT 84
SAN SALVADOR DEL
TULE GRANT
Vol. 10 / Pgs. 58-60
H.C.M.R.
Scale: 1"=100'
0
100
508.45'
0.935 Acre
(40,748.2 sq. ft.)
428.77'
N 34°24'28" E
S 34°24'28" W
86.06'
N 55°34'47" W
Hidalgo County, Texas
10.00 acres
Doc. No. 2443360
H.C.O.R.
Guerra Brothers Partnership
5,145.2 acres
Doc. No. 2234668
H.C.O.R.
Guerra Brothers Partnership
2.00 acres
Doc. No. 1923730
H.C.O.R.
Owner: Hidalgo County, Texas
Special Warranty Deed
Doc. No. 22443360
H.C.O.R.
Lot Area: 40,748.2 Sq. Ft.
0.935 Acre
BASIS OF BEARING:
BEARINGS HEREIN ARE BASED ON TEXAS SOUTH (4205),
NAD 83, PER THE WESTERN DATA SYSTEMS, TEXAS
VIRTUAL REFERENCE SYSTEM (VRS).
LEGEND
IRF IRON ROD FOUND
IRS IRON ROD SET W/CAP
℄ PROPERTY LINE
H.C.M.R. HIDALGO COUNTY MAP RECORDS
H.C.D.R. HIDALGO COUNTY DEED RECORDS
H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
NTS NOT TO SCALE
BOUNDARY SURVEY:
0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant
Volume 10, Pages 58-60
H.C.M.R.
This survey was performed without the benefit of a Title Commitment
Flood Zone
A AO C X
AH B D OTHER
G.F. No.: NA
Comm. Panel No. 480343 0125 B
Map Revised: January 2, 1981
Description:
Areas of minimal flooding. (No shading)
Owner: Hidalgo County, Texas
Address: W. FM 1017
City: San Manuel
State: TX
Zip Code: 78563
ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Rights Of Way Services • HAZ Training
Job No.: 13.0170
Date: Febuary 07, 2014
Drawn By: NC
Checked By: MS

FLOOD MAP


InterFlood
by a la mode
www.interflood.com • 1-800-252-6633
Prepared for:
The Appraisal Company
FM 1017 West of US Highway 281
Linn/San Manuel, TX 78563
ZONE A
ZONE A
ZONE A
ZONE A
ZONE A
ZONE A
ZONE C
ZONE C
RAILROAD
PACIFIC
SOUTHERN
LOS ANGELES
LINN SIDING
SAN MANUEL
ROUTE 1017
U.S. ROUTE 281
0'
2000'
4000'
6000'
8000'
FLOODSCAPE
Flood Hazards Map
Map Number
48033401258
Effective Date
January 2, 1981
Powered by FloodSource
877.77.FLOOD
www.floodsource.com
© 1999-2014 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For Info: info@floodsource.com.

SUBJECT PHOTOGRAPHS

Viewing the Southern Boundary of Subject Property

FM 1017 Viewing West

HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined by The Appraisal of Real Estate, 13th Edition, Appraisal Institute as:

> The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

The highest and best use of both land as though vacant and property as improved must meet four criteria. The use must be 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive. The analysis is based on information and considerations presented in the regional and city analysis, area and site discussions, and the description of improvements previously discussed in this report. The four criteria relative to highest and best use analysis are considered in the following analysis.

Physically Possible - The location of the subject property is the first physical constraint placed on potential uses. A given site or parcel can be put to any number of different uses. However, logic and reason limit the possibilities to those uses in conformity and balance with the surrounding neighborhood. If potential use does not conform to its surroundings, the value of the site is not maximized and by definition, the site has not reached its highest and best use. It is physically possible for the subject site as vacant to contain a buildings to be used for various uses. The subject is generally level and has utility capacity for residential and commercial. Surface drainage appears fair due to its rural setting. Flood maps indicate a "C" zone flood area. Overall topographical features of the land are rated well.

Legally Permissible - There are no known deed or contractual restrictions. The parcel of land is not zoned. It is legally permissible for various with approval from Hidalgo County Planning Department.

Financially Feasible - From a financial stand point , any property use which is expected to produce a positive rate of return, given an investor's criteria, is regarded as being feasible. The amount of net income which can be produced through development should exceed combined operating expenses, financial expenses, and capital amortization. Based on the subject location and surrounding land use the most financially feasible use is for the assemblage to adjacent tract for agriculture or residential use.

Maximally Productive - Among the financially feasible uses, the use that provides the highest rate of return, or value, is the highest and best use. Based on the subject location and surrounding land use the most maximally productive use is for the assemblage to adjacent tracts for agriculture or residential use.

Conclusion - Highest and Best Use As "Vacant"- Based on the preceding discussion, the highest and best use of the subject property as vacant is for the assemblage to adjacent tracts for agriculture or residential use.

ANALYSIS & INTERPRETATION

The Three Approaches to Value - In the appraisal of real estate, the approach to the final value opinion is, whenever possible, made from three directions:

1. T**he Cost Approach** is the value of the land and improvements based on construction cost new less an allowance for depreciation from all causes. The basis for this approach are the valuation principles of Change and Substitution. "The Principle of Change" is the result of the relationship between cause and effect that affects real property value. Change is evident in the Cost Approach in the physical, functional, and economic impairments observed in buildings as they age. These impairments create depreciation, a loss in value from any cause. "The Principle of Substitution" affirms that when a property is replaceable, its value tends to be set by the cost of acquisition of an equally desirable and valuable substitute property, assuming no costly delay is encountered in making the substitution. In other words, no buyer is likely to pay more for a property than the cost of reproducing the property and its benefits, in its present condition.

2. **The Income Approach** develops an indication of the value of the property based on the capitalized value of its income stream. The basis for the income approach is "The Principle of Anticipation". The income investor purchases property for the anticipated benefits of cash flow and future resale. Anticipation is the perception that value is created by the expectation of benefits to be derived in the future. The principles of anticipation, substitution, and change are paramount in the valuation of income properties.

3. **The Sales Comparison Approach** is based on the maxim "to find the market value, go to the market place". The value opinion in this approach is developed by comparing the subject property to other similar properties having comparative utility which are offered for sale or have been sold recently in the open market. "The Principle of Substitution" is very evident in the application of the Sales Comparison Approach.

Given ideal conditions, the three approaches will form a tripod on which the value opinion is soundly based. Often, however, only one or two of the approaches can be used and frequently, it is a reliance upon one approach which will lead to an accurate solution of the problem.

In the final correlation, mathematical computations and empirical formula give way to the balanced and objective judgement of the appraiser. The final important task of the appraiser is to relate the figures disclosed by the three approaches to the practical operation of the real estate market and determine an opinion of value for the property. Only the sales comparison approach will be considered applicable being that the appraised property is vacant land.

SALES COMPARISON APPROACH

In the Direct Sales Comparison Approach, sales of comparable properties are gathered, verified, analyzed and compared to each other relative to the subject property. This approach is based on the value of a property being directly related to the prices paid for comparable properties.

The unit of comparison selected will be the price paid per acre, as this is an important unit of measure for properties similar to the subject used by investors, tax authorities, owners and appraisers.

Percentage adjustments to each comparable's unit price will be calculated an applied, if required. From the final range of adjusted unit prices, an appropriate unit price will be selected or the subject property and then multiplied times the total property size of the subject property and the result will be the opinion of value by the Direct Sales Comparison Approach.

In an appraisal, a specific sequence of adjustments to comparable sales is typically followed. The sequence of adjustments often applicable is property rights conveyed, financing terms, conditions of sale and market conditions; then physical characteristics of location, size, utility capacity, corner influence, zoning, frontage and etc.

Verifiable comparable sales of similar properties available for analysis in the area are limited. A thorough search of the market area from real estate brokers, local appraisers, and investors revealed that there are limited similar properties currently listed for sale or sold within the last several years. We have located transactions in the Northern Hidalgo County area as well as Northern Edinburg area market place, and will illustrate, then make percentage adjustments, if required, and applied to the unit price to compensate for differences.

COMPARABLE LAND SALE #1

Type Property: Vacant Land

Location: US Highway 281 approximately .25 mile north of El Rucio Road, Linn/San Manuel, Hidalgo County, Texas

Date of Sale: October 2012

Consideration: $21,500

Terms: Cash to Seller

Size: 1.05 acres 45,738 square feet

Unit Value: $20,476.19 per acre

Legal Description: A 1.05 acre tract of land being out of portion of Tract 76, San Salvador Del Tule Grant, Hidalgo County, Texas

Description: A vacant parcel of land in rural Hidalgo County. This property is irregular in shape and has frontage along the east side of US Highway 281. There is no zoning in this area of the county. Suitable uses include residential only. Topography is generally level with drainage being fair. Utilities are available however not in place. The property is situated in an area of minimal flooding.

Grantor: Brian Garcia & Amanda Garcia

Grantee: Albertico Melendez

MLS/Recording Data: MLS#A158803S; Document #2358877 Hidalgo County, Texas.

HIDALGO COUNTY GIS MAP

COMPARABLE LAND SALE #2

Type Property: Vacant Land

Location: Cibolo Drive North of Mile 22 ½ Mile Road, Hidalgo County, Texas

Date of Sale: March 2013

Consideration: $60,000

Terms: Owner Financed

Size: 4.98 acres 216,923 square feet

Unit Value: $12,048.19 per acre

Legal Description: Lot #66, Santa Cruz Ranches No. 2, Hidalgo County, Texas

Description: A vacant parcel of land in rural Hidalgo County. This property is rectangular in shape and has frontage along Cibolo Drive. There is no zoning in this area of the county. Suitable uses include residential only. Topography is generally level with drainage being average. Utilities are available. The property is situated in an area of minimal flooding.

Grantor: Rolando & Sonia Garcia

Grantee: Johana Conejo

MLS/Recording Data: MLS#A156529S; Document #2394400 Hidalgo County, Texas.

HIDALGO COUNTY GIS MAP

COMPARABLE LAND SALE #3

Type Property: Vacant Land

Location: North East Corner of East 8th Street and Lincoln Street, Hidalgo County, Texas

Date of Sale: October 2013

Consideration: $20,000

Terms: Cash to Seller

Size: 2.67 acres 116,305.20 square feet

Unit Value: $7,490.64 per acre

Legal Description: 2.67 acres out of Hargill Original Townsite, Block 91, Hidalgo County, Texas

Description: A vacant parcel of land in rural Hidalgo County. This property is rectangular in shape and has frontage along East 8th Street & Lincoln Street. There is no zoning in this area of the county. Suitable uses include residential only. Topography is generally level with drainage being average. Utilities are available. The property is situated in an area of minimal flooding.

Grantor: Rolando Davila Jr. & Mario Davila

Grantee: Eduardo B. Pena

MLS/Recording Data: MLS#A156765S; Document #2454335 Hidalgo County, Texas.

HIDALGO COUNTY GIS MAP

COMPARABLE LAND SALE #4

Type Property: Vacant Land

Location: Cibolo Road 0.37 Mile West of US Highway, Hidalgo County, Texas

Date of Sale: October 2010

Consideration: $75,000

Terms: Cash to Seller

Size: 4.89 acres 213,008 square feet

Unit Value: $15,337.42 per acre

Legal Description: 4.89 acres out of Block 23 of the Baker Sudivision of the Cucharia Tract, Hidalgo County, Texas

Description: A vacant parcel of land in rural Hidalgo County. This property is rectangular in shape and has frontage along Cibolo Road. There is no zoning in this area of the county. Suitable uses include residential only. Topography is generally level with drainage being average. Utilities are available. The property is situated in an area of minimal flooding.

Grantor: Carlos Barreiro

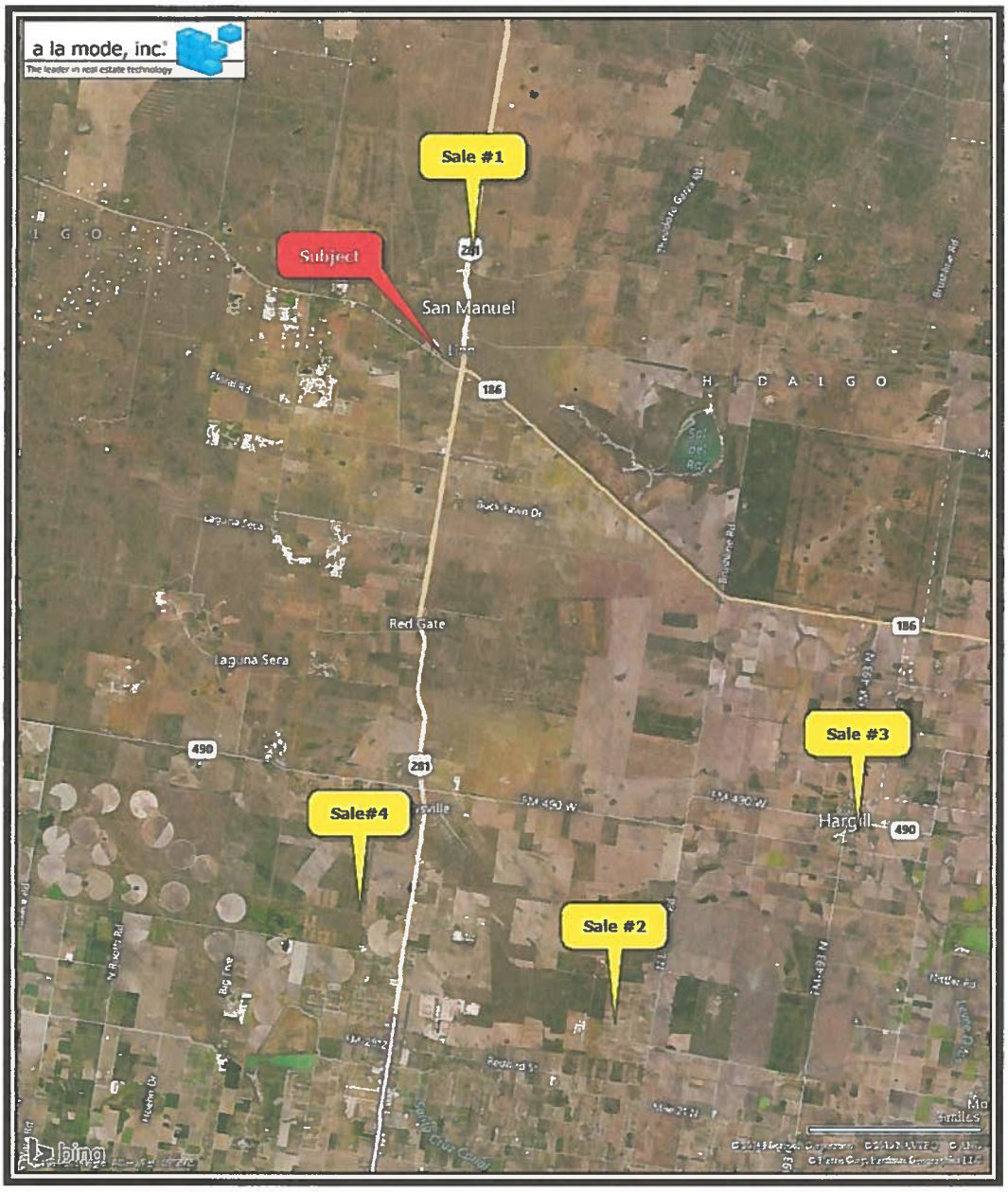
Grantee: Mario Alberto Arevalo

MLS/Recording Data: MLS#A139687S; Document #2149796 Hidalgo County, Texas.

.

HIDALGO COUNTY GIS MAP

COMPARABLE SALES MAP



ADJUSTMENTS

Financing Terms - All transactions are rated cash or cash equivalent . Conventional, cash and owner financing are all typical financing terms.

Condition of Sale- Four sales were presented and analyzed. All four sales were considered arms length transactions and were not adjusted.

Market Conditions(Time) - The four land sales considered all occurred between October 2010 and October 2013. The database for this appraisal is limited in size and is not conducive to extraction of an adjustment for market conditions. Since the sales used are considered recent no adjustments were warranted.

Location – The subject property is situated in Linn/San Manuel north of City of Edinburg. All of the comparable sales are considered to be in similar locations and were not adjusted.

Size - Generally speaking, smaller sized tracts tend to command higher per unit prices than larger sized tracts of land. Therefore, smaller tracts are considered superior and larger tracts are considered inferior. A 5% per doubling will be used to compensate for the differences in size.

Corner Influence- Based on the suitable uses of the subject property and comparable sales adjustments for corner influence are not considered necessary.

Zoning- The appraised property along with all the comparables are situated in areas with no zoning ordinances. No adjustments have been made for zoning.

Utilities- The subject and all of the comparables share similar utility capacity therefore no adjustments are deemed necessary.

Flood Zone - The subject property is situated in a "C" flood zone. All of the comparable sales are located in areas of minimal flooding. No adjustments for flood zone have been made.

Easements- The subject and comparables did not appear to have any adverse easements. All easements were considered typical and warranted not adjustments.

Frontage/Access-The subject property does not have any frontage and has limited access. All of the comparable sales used have superior frontage and access, therefore each sale was adjusted downward by 25%.

	Subject	Comparable #1	Comparable #2	Comparable #3	Comparable #4
Location	FM 1017, Linn/San Manuel	US Highway 281 North of El Rucio, Linn/ San Manuel	Cibolo Drive, Hidalgo County	East 8th Street, Hargill	Cibolo Road W of US Highway 281, Hidalgo County
Sales Price/Listing Price	N/A	$21,500.00	$60,000.00	$20,000.00	$75,000.00
$ /Acre		**$20,476.19**	**$12,048.19**	**$7,490.64**	**$15,337.42**
Financing	N/A	Conventional	Cash to Seller	Cash to Seller	Cash to Seller
Adjustment					
Condition of Sale	N/A	Arms Length	Arms Length	Arms Length	Arms Length
Adjustment					
Time Adjustment	March 2014	October 2012	March 2013	October 2013	October 2013
Adjustment					
Total Adjustment		$0.00	$0.00	$0.00	$0.00
Adjusted /Acre		**$20,476.19**	**$12,048.19**	**$7,490.64**	**$15,337.42**
Location	Rural	Rural	Rural	Rural	Rural
Adjustment					
Physical Characteristics					
Size Adj.	0.935 acres	1.05 acres	4.98 acres	2.67 acres	4.89 acres
Adjustment			15.0%	7.5%	15.0%
Corner Influence	Interior	Interior	Interior	Corner	Corner
Adjustment					
Zoning	None	Similar	Similar	Similar	Similar
Adjustment					
Utilities	In Place	In Place	In Place	In Place	In Place
Adjustment					
Flood Zone	"C" Flood Zone	Similar	Similar	Similar	Similar
Adjustment					
Easements	Typical	Typical	Typical	Typical	Typical
Adjustment					
Frontage/Access	None	Average	Average	Average	Average
Adjustment		-25.0%	-25.0%	-25.0%	-25.0%
Total Adjustment		($5,119.05)	($1,204.82)	($1,310.86)	($1,533.74)
Adjusted /Acre		**$15,357.14**	**$10,843.37**	**$6,179.78**	**$13,803.68**
Mean Value	$11,545.99				
Standard Deviation	$4,037.82				

Note: The percentage adjustment made in the grid charts are subject to rounding from the computer program Quattro Pro for Windows.

CORRELATION OF SALES COMPARISON APPROACH

In the valuation of a vacant parcel, the only reliable indicator is the Direct Sales Comparison Approach. The Cost and Income Approaches are not applicable in estimating the value of a vacant site due to lack of improvements and rental data.

The subject parcel has been valued through the use of the Direct Sales Comparison Approach. To value the site, we analyzed vacant land transactions or land purchased and cleared of existing improvements, then applied the market adjustments to compensate for differences.

The Sales Comparison Approach is implemented through the comparison of the subject to the comparable sales. All the comparables used were considered the best available The unadjusted range of value is between $7,490.64 and $20,476.19 per acre. After adjustments the indicated range is between $6,179.78 and $15,357.14 per acre. The arithmetic mean of the adjusted sales prices is $11,545.99 per acre with a standard deviation of $4,037.82 per acre. With equal weight being accorded to all four comparables a value of $11,500 per acre is considered appropriate for the appraised property. The value opinion of the subject as of March 31, 2014 is calculated as follows.

The value opinion of the subject is then calculated as follows.

Subject Size	Price Per Acre	Value
0.935 acres	$11,500.00	$10,752.50
Total		$10,752.50

Final Opinion of Land Value, rounded

Ten Thousand Five Hundred Dollars

$10,500

CORRELATION AND FINAL VALUE OPINION

The following indicated values:

Sales Comparison Approach (land only) $10,500

Cost Approach to Value.....Not Applicable

Income Approach to Value.....Not Applicable

In the Sales Comparison Approach, we valued the land as if vacant by using similar comparable sales. All the sales were similar in size, shape, location and suitable uses. When adjusted these sales are good indicators of value.

The Income Approach nor the Cost Comparison Approach were applicable in this report.

With emphasis on the Sales Comparison Approach to value we will assign the subject a final value opinion as the effective date of March 31, 2014:

Ten Thousand Five Hundred Dollars

$10,500

CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

1. I (We) have no present or contemplated future interest in the real estate that is subject of this appraisal report.

2. I (We) have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

3. To the best of my knowledge and belief the statements of fact contained in the appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.

4. This appraisal report sets forth all the limiting conditions (imposed by the terms of my assignment) affecting the analysis, opinions, and conclusions contained in the report.

5. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

6. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute..

7. No one other than the undersigned prepared the analysis, conclusions and opinions concerning real estate that are set forth in this appraisal report. **I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report with the three year period immediately preceding acceptance of this assignment.**

8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

9. This appraisal assignment was not based on a requested minimum valuation, or a specific valuation, or contingent upon the approval of a loan.

10. As of the date of this report, I George J. Salazar II have completed the Standards and Ethics Education Requirements of the Appraisal Institute for Associate Members.

11. The undersigned personally inspected the property on March 31, 2014

George Jaime Salazar II
Certified General Appraiser TX-1338209-G

ADDENDA

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

The appraiser assumes:

That the record owner has a marketable fee simple title to the subject property. This report is submitted subject to the following contingent conditions:

1. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, leases, use restrictions and reservations, easements, cases or actions pending tax liens, and bonded indebtedness, unless otherwise specified. The property has been appraised as though free and clear and under responsible ownership unless otherwise noted in the report.

1. No survey has been made as to mineral ownership, drilling or mining rights in the property. No representation as to these rights is made herein.

2. No survey, legal, or engineering analysis of this property has been made by us. Sketches are accurate only for purposes of an approximation. They are in no way intended to be accurate engineers' drawings and should not be used as such. It is assumed that the legal description and area computations furnished are accurate. We assume the existing boundaries to be correct, and assume no responsibility for any conditions not readily observable from our customary inspection of the premises, which might affect the valuation, excepting those items specifically mentioned in this report. This report assumes the condition of the property unchanged since the date of last field inspection.

3. This report is based, in part, upon information assembled from a wide range of sources, and therefore the incorporated data cannot be guaranteed in any fashion. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering, construction and structural data, title and use restrictions, zoning, and proposed public or private projects in the area.

4. The appraiser, by reason of this appraisal, is not required to give testimony or to be in attendance in court or at any governmental or other hearing with reference to the property without prior arrangements having been made with the appraisers relative to such additional employment.

5. The distribution of valuation between land and buildings applies only under the program of utilization and conditions stated in this report and is invalidated under any other program of utilization if applicable.

6. Value is reported in dollars on the basis of the national economy prevailing on the date of appraisal.

7. That the property will be adequately maintained in a good physical condition.

8. The appraiser regards real estate as "... land and structures of a permanent nature erected thereon".

9. It is assumed that applicable federal, state, and local land use statutes and zoning regulations permit use of the property for any lawful purpose.

11. Although an effort has been made to determine if the appraised property is subject to flooding, no responsibility is assumed for the accuracy of the maps and other information utilized for that purpose.

12. It is assumed that the property inspected is in average physical condition, considering its age, location and nature of use, unless the appraisal specifies a different condition.

13. The appraiser assumes no responsibility for any hidden or apparent conditions of the property, subsoil, or structures which would affect value. No responsibility is assumed for engineering which might be required to discover such factors and no inspection of other walls or under floors have been made.

14. The liability of the appraisers and employees is limited to the client only and to the fee received for this appraisal.

15. If this appraisal is provided by the client to any third party, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions.

16. The appraiser is in no way responsible for any cost incurred to discover or correct any deficiencies present in the property, whether physical, financial, or legal.

17. The value stated herein is the appraisers opinion of value, the IRS or other tax agency may disagree with or reject the opinion, the appraiser cannot guarantee the outcome of or be financially responsible to the client for an taxes, penalties or interest imposed; an that the appraisers liability will be limited.

VALUATION LIMITATIONS DUE TO ENVIRONMENTAL HAZARDS

SPECIAL NOTE BY APPRAISERS:

In recent years, the federal government has issued more than 70,000 pages of environmental laws and regulations. The most far-reaching federal environmental law is the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA). Under CERCLA, the adjudication of liability is strict, joint, several, and retroactive. The Superfund Amendments and Reauthorization Act (SARA), in 1986, addressed the matter of the so-called "innocent" purchaser. SARA specifies that "all appropriate inquiry into the previous ownership and uses of the property" must have been undertaken to establish that the defendant had no reason to know of the presence of hazardous substances. Because the potential liability for a contaminated site is so far-reaching, some buyers, sellers, and lending institutions have routinely begun to commission environmental property assessments, before executing a sale or a loan agreement. **Source:** The Appraisal of Real Estate, 13th Edition.

The appraiser has not tested or estimated costs for testing nor the cost to remedy the existence of hazardous conditions or substances such as agricultural chemicals, asbestos, polychlorinated biphenyls, petroleum leakage, or any other hazardous substances or materials. The value estimated herein is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such hazardous condition, nor for any expertise or engineering knowledge required to detect them. If any hazardous substances or materials are to be considered, the value estimated herein is deemed null and void.

George Jaime Salazar II D/B/A Appraisal Haus
Certified General Appraiser
TX-1338209-G
502 West Kuhn Street
Edinburg, Texas 78541
956-867-6398 Fax: 956-386-1533

George Jaime Salazar is a State Certified General Appraiser. Georges' appraisal experience of property types range from single family residences to commercial and industrial properties.

Education:

Edinburg North High School	1993
University of Texas Pan American	1994
San Antonio College	1996

Pertinent Courses:

Business Practice & Ethics	2012	Appraisal Institute
Foreclosures & Short Sales	2010	Champions
Advanced Residential Case Study	2010	Champions
7hr USPAP Update	2010	Champions
Basic Appraisal Principle	2008	Appraisal Institute
Basic Appraisal Practice	2008	Appraisal Institute
National Uspap Course	2008	Champions
General Market Analysis & Highest and Best Use	2007	Appraisal Institute
Residential Sales Comparison & Income Approach	2007	Lincoln Graduate
Yield Capitalization of Income Property	2006	Lincoln Graduate
Direct Capitalization of Income Property	2006	Lincoln Graduate
Financial Analysis of Income Property	2006	Lincoln Graduate
Commercial Investment Appraisal	2006	Lincoln Graduate
Principles of Appraisal Review	2006	Lincoln Graduate
National USPAP Course	2005	Lincoln Graduate
Principles of Real Estate Appraisal	2005	Lincoln Graduate
Practice of Real Estate Appraisal	2005	Lincoln Graduate

Clients and/or Types of Appraisals Which Have Been Prepared:
Federally Insured Banks, Individual Home Owners, Residential Home Builders, Fast Food Chains, Drive In Restaurants, Farm & Ranch Owners, Estates, Retailers, Produce Packing Sheds, Industrial Facilities, Residential Subdivisions, Apartment Complexes.

Areas Where Appraised Properties Are Located:
Mission, Edinburg, McAllen, Pharr, San Juan, Alamo, Weslaco, and other areas within Hidalgo, Starr, Willacy, and Cameron Counties, State of Texas.

Affiliations Appraisal Institute, Associate Member 2012 & International Right of Way Association 2013

CERTIFICATION

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: **TX 1338209 G**
Issued: **09/21/2012** Expires: **10/31/2014**
Appraiser: **GEORGE JAIME SALAZAR II**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

METES & BOUNDS DESCRIPTION

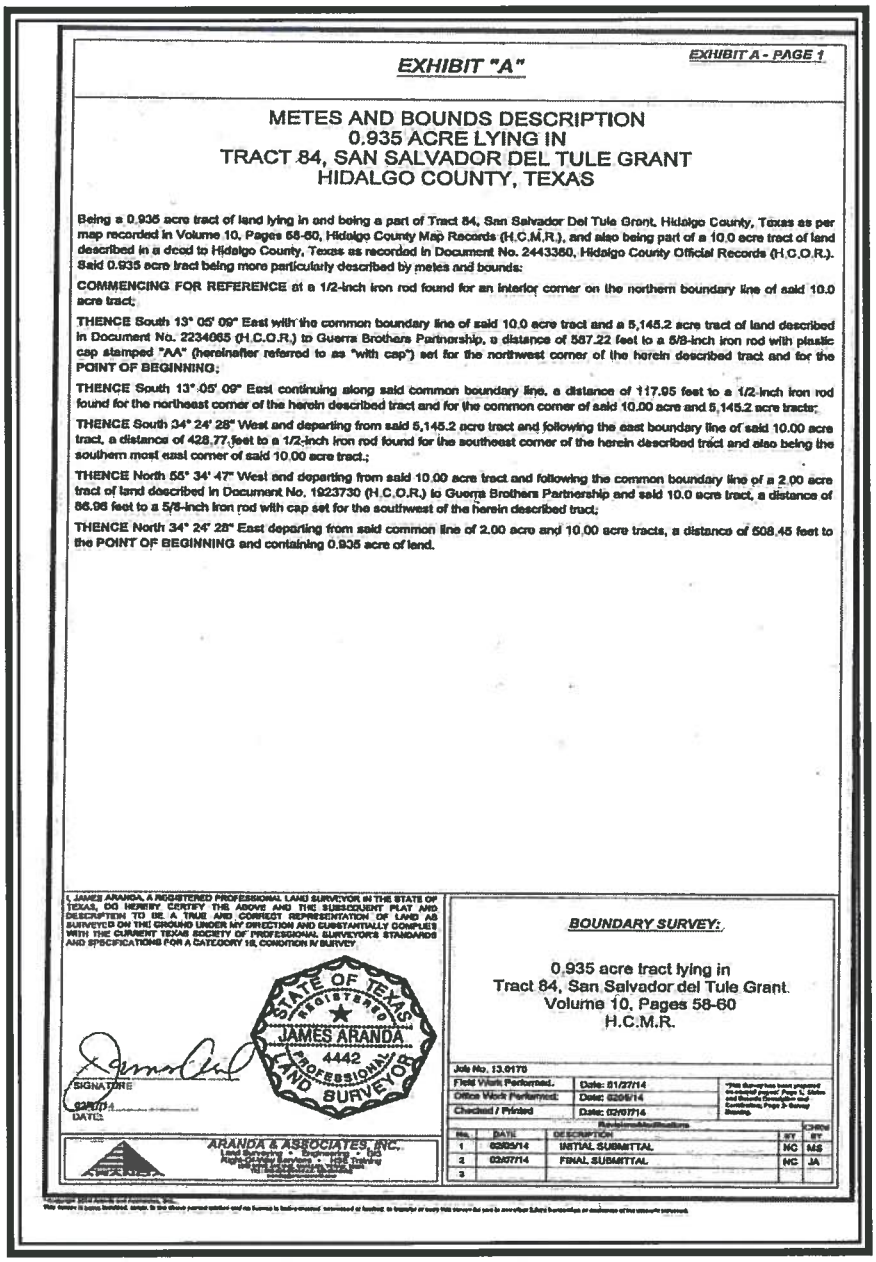


EXHIBIT "A"

EXHIBIT A - PAGE 1

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

Being a 0.935 acre tract of land lying in and being a part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records (H.C.M.R.), and also being part of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described by metes and bounds:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found for an interior corner on the northern boundary line of said 10.0 acre tract;

THENCE South 13° 05' 09" East with the common boundary line of said 10.0 acre tract and a 5,145.2 acre tract of land described in Document No. 2234065 (H.C.O.R.) to Guerra Brothers Partnership, a distance of 587.22 feet to a 5/8-inch iron rod with plastic cap stamped "AA" (hereinafter referred to as "with cap") set for the northwest corner of the herein described tract and for the POINT OF BEGINNING;

THENCE South 13° 05' 09" East continuing along said common boundary line, a distance of 117.95 feet to a 1/2-inch iron rod found for the northeast corner of the herein described tract and for the common corner of said 10.00 acre and 5,145.2 acre tracts;

THENCE South 34° 24' 28" West and departing from said 5,145.2 acre tract and following the east boundary line of said 10.00 acre tract, a distance of 428.77 feet to a 1/2-inch iron rod found for the southeast corner of the herein described tract and also being the southern most east corner of said 10.00 acre tract.;

THENCE North 55° 34' 47" West and departing from said 10.00 acre tract and following the common boundary line of a 2.00 acre tract of land described in Document No. 1923730 (H.C.O.R.) to Guerra Brothers Partnership and said 10.0 acre tract, a distance of 86.96 feet to a 5/8-inch iron rod with cap set for the southwest of the herein described tract;

THENCE North 34° 24' 28" East departing from said common line of 2.00 acre and 10.00 acre tracts, a distance of 508.45 feet to the POINT OF BEGINNING and containing 0.935 acre of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

SIGNATURE

02/07/14
DATE:

ARANDA & ASSOCIATES, INC.

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant.
Volume 10, Pages 58-60
H.C.M.R.

Job No. 13.0179		
Field Work Performed:	Date: 01/27/14	*This survey was prepared in general accordance with Chapter 5, Metes and Bounds Description and Construction, Prop > Survey Drawing.
Office Work Performed:	Date: 02/06/14	
Checked / Printed	Date: 02/07/14	

No.	DATE	DESCRIPTION	BY	CHKD BY
1	02/05/14	INITIAL SUBMITTAL	NC	MS
2	02/07/14	FINAL SUBMITTAL	NC	JA
3				

Copyright 2014 Aranda and Associates, Inc.
This survey is being furnished, solely, to the above named parties and no license is hereby granted, expressed or implied, to transfer or copy this survey for use by another party or extension of the intended purpose.

AI-46586 **Purchasing Department 22. F. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: N. Longoria, Dir.- HC WIC Prog. **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

WIC PROGRAM-McAllen, Texas:
a. Ratification of the order and activation of an energy services provider account with HC's awarded vendor, Reliant (the State of Texas GLO Energy Management Program) for the WIC Program leased office space located at 3001 N. 23rd , Ste. 2, McAllen, Texas;

WIC PROGRAM-Roma, Texas:
b. Requesting authority for Margarita Gonzalez, WIC Program, to set up account with contracted energy company Reliant Energy, for the lease of office space located at 2891 E Grant St., Roma, Texas;

c. Acceptance and approval of a short-term Amendment to the current lease between HCs WIC Program and Jose I. Ramirez with the amendment term commencing 06-02-14 through 12-31-14 in order to reimburse Lessor, Jose I. Ramirez for all incurred expenses for energy services, garbage disposal and city services (utilities) including the authorization for order, activation and conversion of all utilites and/or City services to WIC Program name/account;

d. Acceptance and approval of all invoices (from June 2014-December 2014) for the reimbursement of the following utility expenses to Lessor, Jose I. Ramirez including, but not limited to Our Energy; City of Roma; and Garbage Collection Co. with authority to issue reimbursement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-622

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

BUDGETARY IMPACT:

Attachments

Request to setup accounts
Invoices--Reimbursable
Affidavit

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/19/2014 03:05 PM
Budget & Management	Debbie Tamez	09/19/2014 03:39 PM

Glinda Pacheco	Glinda Pacheco	09/19/2014 04:30 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Rocio Villarreal Started On: 09/18/2014 11:51 AM

Final Approval Date: 09/19/2014

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	Cit tate i
	Edin urg T 78539
Billing In Care O Na e	IC Progra
Date	7/16/2014

RELIANT ENERGY RE E T OR IN OR ATION
ADDING A ITE
DELETING A ITE

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***** Please note: Required fields are highlighted in YELLOW *****

Refer to the "Instructions" tab at the bottom of the worksheet for definitions of the required fields.

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	235981	ADD	12345678901234567890123	Storefront #2	1234 Louisiana Street	Houston	TX	77002	1/1/2009		Physically remove meter	Temporary building removed	Switch	1/1/2009	Yes	Yes	Inside City Limits	Yes (Tax Exempt)	1234 Louisiana Street	Houston	TX	77002		Tax exemption certificate is attached.	ERCOT	HLP	5
1		ADD	10032789487800648	Lactation Care Center RGV	3001 N. 23RD. STE.2	MCALLEN	TX	78501-6179					MOVE IN	7/21/2014	YES	YES	Inside City Limits	Yes (Tax Exempt)	3105 W. University	Edinburg	TX	78539	HIDALGO COUNTY WIC				
2		DELETE	10032789443373475	Roma WIC Clinic	1505 N. Grant St.	Roma	TX	78584	6/6/2014		Physically remove meter	expired leased							3105 W. University	Edinburg	Tx	78539					
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12345678910123456 7	100%	Scalar Non-Demand	Grocery	Distribution	7/2/2003	Convenience Store	1200	800	900	1000	1100	1200	1300	1400	1500	1600	1400	1100	900	40	42	46	50	52	55	56	59	64	56	50	30	Current Retailer Invoices			

WIC Expense for June 2014

6-1-2014 through 7-15-2014

07-16-14

Payee		
Garbage	Garbage Collection Company	70.99 June
Garbage	Garbage Collection Company	70.99 July
Electrical (May 11th to June 11th)	our Energy	330.44 prorated
Electrical (June 11th to July 11th)	Our Energy	1020.68
Water	Roma Water	50.73 June
Water	Roma Water	50.73 July
Lawn	Mr. Garcia	60.00 June
Total		1654.56

Joe Ramirez

Acct # : 1405130012 Bill # : B1407140469 Bill Date : 07/14/14

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Service at ESI ID #:10032789429269560
2391 E GRANT ST UNIT FLORES
ROMA,TX 78584-8914
Email: joeiramirez@yahoo.com

Bill Date: 07/14/14 **Bill Period - 06/11/14 thru 07/11/14**

Previous Balance	New Charges	Payments/Adj.	Due Amount	Due Date
$901.26	$1,020.68	-$901.26	$1,020.68	07/30/14

Meter	Type	Dates	Current Meter Read	Previous Meter Read	Multiplier	kWh Usage	kVa/kW Demand	Energy Cost
455684893	ACT	06/11 - 07/11	2113	1920	40	7,720.00		See Details

17154 Butte Creek Rd, # 250
Houston, TX 77090
PUC License No. 10170

Questions or Comments
281-552-8390
1-888-545-4OUR(687)

Email:
CustomerService@OUREnergyLLC.com
Web: www.OurEnergyLLC.com

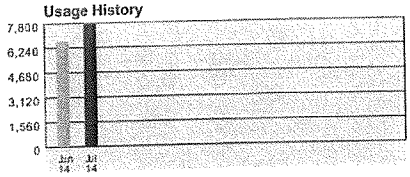
For Outages / Emergencies Call: CPL (24 hours a day) 866.223.8508

Current Charges	Qty	Rate	Amount
Electric Service			
Commercial KWH	7,720.00	0.06400	$494.08
PASSCHG : TDSP Passthru Charge			$464.96
Sales & Gross Receipt Taxes			
PUCA Reimb			$1.60
State Tax			$60.04
Payments and Adjustments			
Previous Balance			$901.26
Payments and Adjustments			
Late Fee Refund on 07/01/14			-$42.34
Late Payment Charges on 07/01/14			$42.34
Payment on 07/01/14			-$901.26
Total Payments/Adjustments			-$901.26
Total Current Charges			$1,020.68
Total Amount Due			**$1,020.68**

Contract Details	Usage kWh	Avg Rate	Amount
06/11/14 - 07/11/14 Fixed Rate (Base : 0.06400)	7,720.00	0.06400	$494.08

The average price you paid for electricity this month is 12.423¢per kWh. If you believe this bill is incorrect please contact OUR ENERGY to dispute the charges. If we fail to resolve the problem to your satisfaction you may file a complaint with the Public Utility Commission of Texas, PO Box 13326, Austin, Texas 78711-3326. Call(888) 782-8477 toll free or in Texas call (512) 936-7120 . Hearing and speech impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.
You have a contract valid from 05/13/2014 to 05/13/2015.

Usage History



....Please return bottom portion with your payment ....

17154 Butte Creek Rd, # 250
Houston, TX 77090

Acct #: 1405130012	
Bill Date: 07/14/14	**Bill #: B1407140469**
Amount Due: $1,020.68	**Due by: 07/30/14**
Amount Due After 07/30/14 $1,068.63	
Amount Enclosed : $	
Make check payable to: Our Energy, LLC	

[ ] Yes, I would like to donate $____ to Our Energy Electricity Payment Assistance Program

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Our Energy, LLC
17154 Butte Creek Rd, # 250
Houston, TX 77090

OUR
Honesty . Integrity . Loyalty

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Service at ESI ID #:10032789429269560
2891 E GRANT ST UNIT FLORES
ROMA,TX 78584-8914
Email: .

Bill Date: 06/13/14 **Bill Period - 05/13/14 thru 06/11/14 - *First Bill***

Previous Balance	New Charges	Payments/Adj.	Due Amount	Due Date
$0.00	$901.26	$0.00	$901.26	06/30/14

Meter	Type	Dates	Current Meter Read	Previous Meter Read	Multiplier	kWh Usage	kVa/kW Demand	Energy Cost
455684893	ACT	05/13 - 06/11	1920	1753	40	**6,680.00**		See Details

17154 Butte Creek Rd, # 250
Houston, TX 77090
PUC License No. 10170

Questions or Comments
281-552-8390
1-888-545-4OUR(687)

Email:
CustomerService@OUREnergyLLC.com
Web: www.OurEnergyLLC.com

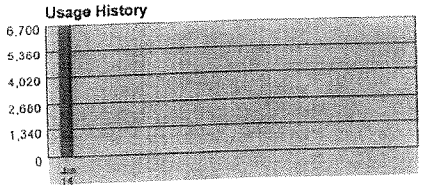
For Outages / Emergencies Call: CPL
(24 hours a day) 866.223.8508

Current Charges	Qty	Rate	Amount
Electric Service			
Commercial KWH	6,680.00	0.06400	$427.52
PASSCHG : TDSP Passthru Charge		AEP	$419.31
Sales & Gross Receipt Taxes			
PUCA Reimb			$1.41
State Tax			$53.02
Payments and Adjustments			
Previous Balance			$0.00
Payments and Adjustments			
Total Payments/Adjustments			$0.00
Total Current Charges			$901.26
Total Amount Due			**$901.26**

Contract Details	Usage kWh	Avg Rate	Amount
05/13/14 - 06/11/14 Fixed Rate (Base : 0.06400)	6,660.00	0.06400	$427.52

The average price you paid for electricity this month is 12.677¢per kWh. If you believe this bill is incorrect please contact OUR ENERGY to dispute the charges. If we fail to resolve the problem to your satisfaction you may file a complaint with the Public Utility Commission of Texas, PO Box 13326, Austin, Texas 78711-3326. Call(888) 782-8477 toll free or in Texas call (512) 936-7120 . Hearing and speech impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.
You have a contract valid from 05/13/2014 to 05/13/2015.

Usage History



Please return bottom portion with your payment

OUR
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17154 Butte Creek Rd, # 250
Houston, TX 77090

Acct #: 1405130012
Bill Date: 06/13/14 **Bill #: B1406130766**
Amount Due: $901.26 **Due by: 06/30/14**
Amount Due After 06/30/14 $943.60
Amount Enclosed : $
Make check payable to: Our Energy, LLC
[ ] Yes, I would like to donate $____ to Our Energy Electricity Payment Assistance Program

742

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Our Energy, LLC
17154 Butte Creek Rd, # 250
Houston, TX 77090

PAID
JUN 08 2014
BY:

GARBAGE COLLECTION CO.
1853 N.US HWY 83
ROMA, TEXAS 78584
PH: (956)437-4916

Bill date: 07/08/2014
Acct.#7319.4

GARBAGE:	65.58
TAX:	5.41
PAST DUE	0.00
LATE CHARGE	0.00
FUEL S/C	0.00
TOTAL:	70.99

Mail to:
NACHO RAMIREZ
3102 VIOLA DR.
MISSION.TEXAS 78534

NACHO RAMIREZ

Acct.#7319.4
Bill Date:07/08/2014

FUEL S/C:	
GARBAGE:	
TAX:	5.41
PAST DUE:	0.00
LATECHARGE:	0.00
TOTAL:	70.99

Payment after the 15th will be assessed a late fee of $ 5.00.
MONTH OF SERVICE JUNE 2014 ******
LAST MONTH PAID NEW

PAID
JUL 08 2014
BY:

GARBAGE COLLECTION CO.
1853 N.US HWY 83
ROMA, TEXAS 78584
PH: (956)437-4916

Bill date: 07/08/2014
Acct.#7319.4

GARBAGE:	65.58
TAX:	5.41
PAST DUE	0.00
LATE CHARGE	0.00
FUEL S/C	0.00
TOTAL:	70.99

Mail to:
NACHO RAMIREZ
3102 VIOLA DR.
MISSION.TEXAS 78534

NACHO RAMIREZ

Acct.#7319.4
Bill Date:07/08/2014

FUEL S/C:	
GARBAGE:	
TAX:	5.41
PAST DUE:	0.00
LATECHARGE:	0.00
TOTAL:	70.99

Payment after the 15th will be assessed a late fee of $ 5.00.
MONTH OF SERVICE JULY 2014 ******
LAST MONTH PAID NEW

PLEASE RETURN THIS STUB WITH PAYMENT

INVOICE#	DUE DATE	AMOUNT DUE BY DUE DATE
1037452	08/11/2014	136.66
ACCOUNT NUMBER		AMOUNT DUE AFTER DUE DATE
12373		

CITY OF ROMA
FOUNDED 1765

P.O. BOX 947
ROMA, TX 78584
(956) 849-1411

Jose Ignacio Ramirez
3102 Viola Dr
Mission TX 78574-2073

6

Parcel # 15.0422

Previous Balance for ALL Locations	:	171.93	**Payments** : 86.00
Beginning Balance as of 07/09/2014	:	85.93	

3102 E Grant
Parcel # 15.0422

				Balance Forward	**Current Charges**	
Water	06/10/2014 - 07/08/2014 (meter 61317064)					
	Previous	**Current**	**Usage**			
Readings	983100	989200	6100			
	Water			85.93	31.38	
	Sewer			0.00	19.35	
Total for Water				**85.93**	**50.73**	
Total for 3102 E Grant						136.66

Account Number	: 12373	**Invoice Number**	: 1037452	**Invoice Date**	: 07/09/2014
Name	: Jose Ignacio Ramirez	**TOTAL AMOUNT DUE**			**136.66**
Due Date	: 08/11/2014				

Bills are due upon receipt and payable by the due date indicated on each bill. Unpaid Bills are subject to **DISCONNECTION** 10 days after due date. When service is **DISCONNECTED**, a Reconnect Fee will be charged and both will be due before service is re-established.

WE ARE NOT RESPONSIBLE FOR U.S. MAIL DELIVERY
FAILURE TO RECEIVE BILL DOES NOT EXCUSE PAYMENT

Jose I Ramirez
3102 Viola Dr.
Mission, Teas 78574
956-624-6956

08-19-14

WIC Expense for August 2014
7-2014 through 8-2014

Payee		
Garbage	Garbage Collection Company	70.99
Electrical (7-11-14th to 08-11-14)	Our Energy	954.21
Water (7-08-14 to 08-13-14)	Roma Water	44.95
Total		1070.15

OUR
Honesty . Integrity . Loyalty

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Service at ESI ID #:10032789429269560
2891 E GRANT ST UNIT FLORES
ROMA,TX 78584-8914
Email: joeiramirez@yahoo.com

17154 Butte Creek Rd, # 250
Houston, TX 77090
PUC License No. 10170

Questions or Comments
281-552-8390
1-888-545-4OUR(687)

Email:
CustomerService@OUREnergyLLC.com
Web: www.OurEnergyLLC.com

For Outages / Emergencies Call: CPL (24 hours a day) 866.223.8508

Bill Date: 08/13/14 **Bill Period - 07/11/14 thru 08/11/14**

Previous Balance	New Charges	Payments/Adj.	Due Amount	Due Date
$1,020.68	$954.21	-$1,020.68	$954.21	08/29/14

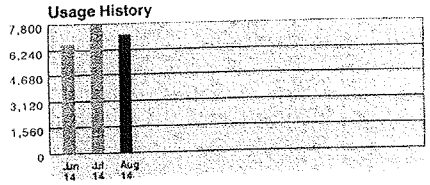
Meter	Type	Dates	Current Meter Read	Previous Meter Read	Multiplier	kWh Usage	kVa/kW Demand	Energy Cost
455684893	ACT	07/11 - 08/11	2292	2113	40	7,160.00		See Details

Current Charges	Qty	Rate	Amount
Electric Service			
Commercial KWH	7,160.00	0.06400	$458.24
PASSCHG : TDSP Passthru Charge			$438.35
Sales & Gross Receipt Taxes			
PUCA Reimb			$1.49
State Tax			$56.13
Payments and Adjustments			
Previous Balance			$1,020.68
Payments and Adjustments			
Late Payment Charges on 07/31/14			$47.95
Payment on 08/04/14			-$1,068.63
Total Payments/Adjustments			-$1,020.68
Total Current Charges			$954.21
Total Amount Due			**$954.21**

Contract Details	Usage kWh	Avg Rate	Amount
07/11/14 - 08/11/14 Fixed Rate (Base : 0.06400)	7,160.00	0.06400	$458.24

The average price you paid for electricity this month is 12.522¢per kWh. If you believe this bill is incorrect please contact OUR ENERGY to dispute the charges. If we fail to resolve the problem to your satisfaction you may file a complaint with the Public Utility Commission of Texas, PO Box 13326, Austin, Texas 78711-3326. Call(888) 782-8477 toll free or in Texas call (512) 936-7120 . Hearing and speech impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.
You have a contract valid from 05/13/2014 to 05/13/2015.

Usage History



Please return bottom portion with your payment

OUR
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17154 Butte Creek Rd, # 250
Houston, TX 77090

Acct #: 1405130012
Bill Date: 08/13/14 **Bill #: B1408130646**
Amount Due: $954.21 Due by: 08/29/14
Amount Due After 08/29/14 $999.04
Amount Enclosed : $
Make check payable to: Our Energy, LLC
[ ] Yes, I would like to donate $____ to Our Energy Electricity Payment Assistance Program

707

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Our Energy, LLC
17154 Butte Creek Rd, # 250
Houston, TX 77090

PLEASE RETURN THIS STUB WITH PAYMENT

INVOICE#	DUE DATE	AMOUNT DUE BY DUE DATE
1044049	09/08/2014	181.61
ACCOUNT NUMBER		**AMOUNT DUE AFTER DUE DATE**
12373		

CITY OF ROMA
FOUNDED 1765

P.O. BOX 947
ROMA, TX 78584
(956) 849-1411

Jose Ignacio Ramirez
3102 Viola Dr
Mission TX 78574-2073

6

Parcel # 15.0422

Previous Balance for ALL Locations	:	136.66	**Payments** : 0.00
Beginning Balance as of 08/13/2014	:	136.66	

3102 E Grant
Parcel # 15.0422

				Balance Forward	**Current Charges**
Water	07/08/2014 - 08/12/2014 (meter 61317064)				
	Previous	**Current**	**Usage**		
Readings	989200	994200	5000		
	Water			117.31	26.65
	Sewer			19.35	18.30
Total for Water				**136.66**	**44.95**
Total for 3102 E Grant					**181.61**

WIC

Account Number : 12373
Name : Jose Ignacio Ramirez
Due Date : 09/08/2014

Invoice Number : 1044049

TOTAL AMOUNT DUE

Invoice Date : 08/13/2014

~~181.61~~

$ 44.95

WIC

Bills are due upon receipt and payable by the due date indicated on each bill. Unpaid Bills are subject to **DISCONNECTION** 10 days after due date. When service is **DISCONNECTED**, a Reconnect Fee will be charged and both will be due before service is re-established.

WE ARE NOT RESPONSIBLE FOR U.S. MAIL DELIVERY
FAILURE TO RECEIVE BILL DOES NOT EXCUSE PAYMENT

GARBAGE COLLECTION CO.
1853 N.US HWY 83
ROMA, TEXAS 78584
PH: (956)437-4916

GARBAGE: 65.58
TAX: 5.41
PAST DUE 0.00
LATE CHARGE 0.00
FUEL S/C 0.00
TOTAL: 70.99

Mail to:
NACHO RAMIREZ
3102 VIOLA DR.
MISSION,TEXAS 78534

Payment after the 15th will be assessed a late fee of $ 5.00.
MONTH OF SERVICE AUG. 2014 *******
LAST MONTH PAID JULY'14

NACHO RAMIREZ

Acct.#7319.4
Bill Date:07/25/2014

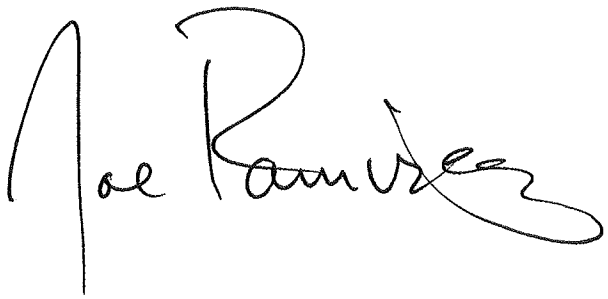
FUEL S/C:
GARBAGE:
TAX: 5.41
PAST DUE: 0.00
LATECHARGE: 0.00
TOTAL: 70.99

Jose I Ramirez
3102 Viola Dr.
Mission, Teas 78574
956-624-6956

08-19-14

WIC Expense for September 2014
8-2014 through 9-2014

Payee		
Garbage	Garbage Collection Company--billed directly to you.	
Electrical (7-11-14th to 08-11-14)	Our Energy	889.39
Water (7-08-14 to 08-13-14)	Roma Water	32.50
Total		926.89



PLEASE RETURN THIS STUB WITH PAYMENT

INVOICE#	DUE DATE	AMOUNT DUE BY DUE DATE
1050465	10/13/2014	32.50
ACCOUNT NUMBER		**AMOUNT DUE AFTER DUE DATE**
12373		

CITY OF ROMA
FOUNDED 1765

P.O. BOX 947
ROMA, TX 78584
(956) 849-1411

Jose Ignacio Ramirez
3102 Viola Dr
Mission TX 78574-2073

6

Parcel # 15.0422

Previous Balance for ALL Locations	:	181.61	**Payments**	:	181.61
Beginning Balance as of 09/09/2014	:	0.00			

3102 E Grant
Parcel # 15.0422

				Balance Forward	**Current Charges**
Water	08/12/2014 - 09/09/2014 (meter 61317064)				
	Previous	**Current**	**Usage**		
Readings	994200	996200	2000		
	Water			0.00	17.05
	Sewer			0.00	15.45
Total for Water				**0.00**	**32.50**
Total for 3102 E Grant					32.50

Account Number	:	12373	**Invoice Number**	:	1050465	**Invoice Date**	: 09/09/2014
Name	:	Jose Ignacio Ramirez					
Due Date	:	10/13/2014	**TOTAL AMOUNT DUE**				**32.50**

Bills are due upon receipt and payable by the due date indicated on each bill. Unpaid Bills are subject to **DISCONNECTION** 10 days after due date. When service is **DISCONNECTED**, a Reconnect Fee will be charged and both will be due before service is re-established.

WE ARE NOT RESPONSIBLE FOR U.S. MAIL DELIVERY
FAILURE TO RECEIVE BILL DOES NOT EXCUSE PAYMENT

Acct # : 1405130012 Bill # : B1409120680 Bill Date : 09/12/14

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Service at ESI ID #:10032789429269560
2891 E GRANT ST UNIT 1
ROMA,TX 78584-8914
Email: joeiramirez@yahoo.com

Bill Date: 09/12/14 **Bill Period - 08/11/14 thru 09/10/14**

Previous Balance	New Charges	Payments/Adj.	Due Amount	Due Date
$954.21	$889.39	-$954.21	$889.39	09/29/14

Meter	Type	Dates	Current Meter Read	Previous Meter Read	Multiplier	kWh Usage	kVa/kW Demand	Energy Cost
455684893	ACT	08/11 - 09/10	2450	2292	40	6,320.00		See Details

17154 Butte Creek Rd, # 250
Houston, TX 77090
PUC License No. 10170

Questions or Comments
281-552-8390
1-888-545-4OUR(687)

Email:
CustomerService@OUREnergyLLC.com
Web: www.OurEnergyLLC.com

For Outages / Emergencies Call: CPL (24 hours a day) 866.223.8508

Current Charges

	Qty	Rate	Amount
Electric Service			
Commercial KWH	6,320.00	0.06400	$404.48
PASSCHG : TDSP Passthru Charge			$431.20
Sales & Gross Receipt Taxes			
PUCA Reimb			$1.39
State Tax			$52.32

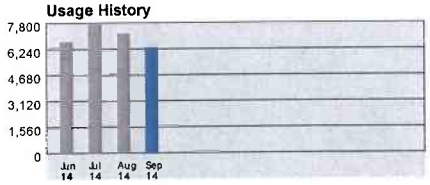
Payments and Adjustments

Previous Balance	$954.21
Payments and Adjustments	
Late Payment Charges on 09/01/14	$44.83
Payment on 09/10/14	-$999.04
Total Payments/Adjustments	-$954.21
Total Current Charges	$889.39
Total Amount Due	**$889.39**

Contract Details	Usage kWh	Avg Rate	Amount
08/11/14 - 09/10/14 Fixed Rate (Base : 0.06400)	6,320.00	0.06400	$404.48

The average price you paid for electricity this month is 13.223¢per kWh. If you believe this bill is incorrect please contact OUR ENERGY to dispute the charges. If we fail to resolve the problem to your satisfaction you may file a complaint with the Public Utility Commission of Texas, PO Box 13326, Austin, Texas 78711-3326. Call(888) 782-8477 toll free or in Texas call (512) 936-7120 . Hearing and speech impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136.
You have a contract valid from 05/13/2014 to 05/13/2015.

Usage History



....Please return bottom portion with your payment ....

17154 Butte Creek Rd, # 250
Houston, TX 77090

Acct #: 1405130012
Bill Date: 09/12/14 **Bill #: B1409120680**
Amount Due: $889.39 Due by: 09/29/14
Amount Due After 09/29/14 $931.17
Amount Enclosed : $
Make check payable to: Our Energy, LLC

[ ] Yes, I would like to donate $____ to Our Energy Electricity Payment Assistance Program

Joe Ramirez
3102 Viola Dr
Mission, TX 78574

Our Energy, LLC
17154 Butte Creek Rd, # 250
Houston, TX 77090

STATE OF TEXAS §

COUNTY OF HIDALGO §

AFFIDAVIT

"My name is Jose I. Ramirez, and I am over the age of eighteen (18) years and competent to testify to the facts stated herein.

I am the owner of certain real property which is leased to the WIC Program in Starr County.

The WIC family clinic is one of three tenants that will be occupying a 10,000 Sq. Ft building, together with NCDV and a dentist who will occupy the rest of the building next year.

The electrical meter, water meter and the garbage are currently under my name because it was agreed upon during negotiations of the lease with WIC. However, I am now in the process of changing both meters to the WIC clinic.

The WIC clinic is the only tenant located in the building since June when WIC occupied the leased premises.

All matters set out in this affidavit are within my personal knowledge and true and correct.

SIGNED AND SWORN TO BEFORE ME on the 11th day of September, 2014.

Vanessa M. Valdez

Notary Public for the State of Texas

AI-46565 **Purchasing Department 22. G. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise County's authority to terminate contract with Loftin Equipment Company for the Service/Repair and Maintenance of County Generators by issuing a thirty (30) day termination notice as stipulated in the contract No. C-11-297-03-13.

BACKGROUND

New Bids have been secured, award of a new contract will be effective at the end of the 30 day termination notice of this contract.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact
Authority to terminate contract...

Attachments

Contract with Loftin -County Generator Service and Maintenance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/18/2014 04:15 PM
Budget & Management	Debbie Tamez	09/19/2014 11:01 AM
Manuel Chapa	Manuel Chapa	09/19/2014 02:11 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Moises Salazar Started On: 09/17/2014 02:42 PM

Final Approval Date: 09/19/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-297-03-13

THIS CONTRACT is made and entered into this 13th day of March, 2012 by and between the **County of Hidalgo, Texas** ("County"), and Loftin Equipment Company ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on March 13th, 2012 and expiring on March 12th, 2015. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Loftin Equipment Company
Attn: Steven Stewart, Jr
1241 Universal City Blvd.
Universal City, TX 78141

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the

continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ___day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/13/12

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

Loftin Equipment Company

By: _____
Printed Name: Steven Stewart, Jr.
Title: Service Sales

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

November 21, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Service/Repair and Maintenance of County Generators"**
Bid No: 2011-297-12-14-MSS

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/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

Bid No: 2011-297-12-14-MSS

1. **Request for Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 9 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Requirements Agreement consisting of 9 pages.**
9. **Certification Regarding Debarment 1 page.**

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

Martha L. Salazar, CPPB
Purchasing Agent

November 21, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

BID OPENING DATE:

December 14, 2011

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

1. Sealed bids will be received for **"HIDALGO COUNTY – SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** 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-2011-297-12-14-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** 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 14, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS -2011-297-12-14-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2011-297-12-14-MSS HIDALGO COUNTY "SERVICE/REPAIR AND MAINTENANCE OF COUNTY**

GENERATORS" 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 Facilities Management
3100 S. Business 281
P.O. Box 1356
Edinburg, TX 78539
ATTN.: Richard Sunday (956) 289-7850

17. Schedule of Events

Pre-Bid Conference, 2:00 PM	**November 29, 2011**
Bid Opening, 9:30 AM	**December 14, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY
"SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"
BID No. -2011-297-12-14-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2011-297-12-14-MSS
RFB -SPECIFICATIONS

REQUIREMENTS/SPECIFICATIONS

Hidalgo County is seeking to contract with a vendor providing the most advantageous bid to the County to conduct all of Services/ Maintenance and Repairs of Generators on a Quarterly, Annually and/or Triennial basis as required for each generator here in listed.

Maintenance Services will be provided in accordance with the following specifications and manufacturer recommendations.

Bid price/fees must include service trip, all labor and materials to properly service and maintain as necessary, including but not limited to Load Bank Testing, Automatic Transfer, Megohmeter, Fuel, and Annual Preventive Maintenance Levels 1, 2, and 3.

The Generators to be maintained consists of the following:

#	Manu factor	KW/Voltage	Serial #	Model #	BUILDING	LOCATION
1	Caterpillar (3304Cat)	Volt: 240/480	5CA01537	SR-4	County Courthouse	100 N. Closner Edinburg, TX
2	Generac Power System	KVA: 25 Volt:120/240 /PH-1	4189450	0047460	County Courthouse –IT Room	100 N. Closner Edinburg, TX
3	Generac Power System	Amps' 800A Type –MD6	Unit A S/N: 2093252	MO63F800 8103541000	New Admin #1	2802 S. Business Hwy 281 Edinburg, TX
4	Generac Power System	Amps' 800A Type –MD6	Unit B S/N: 2093251	MO63F800 8103540600	New Admin #2	2802 S. Business Hwy 281 Edinburg, TX
5	Caterpirllar (Portable Unit) – XQ30	37.5 KVA	CAT00C33PN3X00273	XQ30-6	C.O. –Health Department	1304 S. 25 St. Edinburg, TX
6	Olympian	62.5 KVA 240/120/3PH	OLY00000VNPF02045	D50P3	C.O. –Health Department	1304 S. 25 St. Edinburg, TX
7	Olympian	250 KVA 208/120/3PH	OLY00000jnn501958	D200P3	C.O. –Health Department	1304 S. 25 St. Edinburg, TX
8	Kohler Power System	KW:500 Volts: 480 3-PH	2085749	500 REZV8	Juvenile Justice Center	1001 N. Doolittle Rd. Edinburg, TX
9	MQ Multi Quip	120/240/1PH	5586850	D-A -7000SS	Restitution Center	1124 N. M. Road Edinburg, TX
10	Kohler Power System	RPM-1800 3 PH 75 KVA Diesel	386346 Spc-PA-205228-A	60R0ZJ81	Old Juvenile Detention Center	3100 S. Business Hwy 281 Edinburg, TX
11	Generac	KVA 40.0 Volt: 120/240/PH-1	2049892	99A04444-9	Facilities Management Spare System	3100 S. Business Hwy 281 Edinburg, TX
12	Caterpillar	KVA: 125 3-PH	CAT00C44CD4801521	D100-6	Precinct No. 4 Offices	1001 N. Doolittle Rd. Edinburg, TX
13	Generac 9/30/04	KVA: 100 KW: 80 Volt: 120/208/3PH	2079463	4451540100	Precinct No. 3 – Multiplex Center	724 North Breyfogle P.O. Box 607 Mission, TX 78572
14	Generac	KVA: 188 KW: 150 Voltage: 120/240/3PH	2103222	11174000200	Precinct No. 3 - Pavilion	Mission, TX

15	Caterpillar	KW=175.0 KVA=218.8 Volts 208/120 3-HP	Cat 00C66TN6 D01644	D175-2	Pct. 2 Pharr Clinic	300 W Hall Acres Rd Suite B Pharr, TX 78577

GENERATOR'S LIST ADDITIONS AND DELETIONS

1. **Revisions to list may be made in the event a generator is added or deleted from the services**. Due to new generators becoming available during the term of this bid, listed generators may change.
2. Additional sites will be priced based on Kilo Watts as listed on Exhibit B.

REQUIREMENTS

1. Participants must be authorized factory trained by generator manufacturer and certified to work on at least one of the following listed equipment and its switch gear (i.e. ISO Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100-Mitsubish).

2. PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and equal or better.

3. At the time of submission of invoices to the Hidalgo County, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verification of mark up rate.

4. Awarded vendor must be able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

5. Technicians must be available (24) twenty–four hours (7) seven days a week.

6. Vendors must provide the following with proposal:

    a) A technician fee on an "As needed basis" per hour (normal hours and after hours).

    b) Percentage mark up rate for parts for related preventive services repairs.

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (proposal, proposals and / or quotes) shall be responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. **The term of the contract** will be for three (3) years. Bid price should remain firm thru the term of the contract including any extensions.

3. Hidalgo County reserves the right to continue this proposal for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the proposal to the proposer submitting the most advantageous response meeting all requirements and specifications.

6. Hidalgo County reserves the right to award by line item or on an "all or none basis".

7. Vendor shall provide maintenance services at no additional cost other than stated on Exhibit "B" for normal maintenance and repair.

7. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

8. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

9. Hidalgo County has the authority to utilize other State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to hold proposals for a period of ninety (90) days without taking any action.

11. After bid is awarded, if awarded bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low proposer. In such event, County shall charge the awarded bidder the difference for any additional cost of such item.

MAINTENANCE AND SERVICES

The awarded vendor will conduct an initial assessment of generator's current conditions. This assessment should be included as a line item in the proposal.

The awarded vendor will propose a preventive maintenance schedule for each generator based on assessment result.

Proposal should be based on the following schedule of preventive maintenance services:

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance

PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.

- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance

PM LEVEL 2 Services are Recommended Annually

(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	 D976 D1319	 40 35		 40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

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 proposal prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

PRE-BID MEETING:

A pre-proposal meeting has been scheduled to be held on **Tuesday, November 29, 2011 at 2:00 pm** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, proposals, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us OR VIA FACSIMILE TO (956) 318-2629, NO LATER THAN, WEDNESDAY, November 30, 2011, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, **FRIDAY, December 02, 2011 BY 5:00 P.M.**

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2011-297-12-14-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

#	DESCRIPTION OF GENERATORS	AMOUNTS PER TRIP					
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1	Caterpillar (3304Cat)						
2	Generac Power System						
3	Generac Power System						
4	Generac Power System						
5	Caterpirllar (Portable Unit) –XQ30						
6	Olympian						
7	Olympian						
8	Kohler Power System						
9	MQ Multi Quip						
10	Kohler Power System						
11	Generac						
12	Caterpillar						
13	Generac 9/30/04						
14	Generac						
15	Caterpillar						
Additional Generators							
16	0-100 KW						
17	101-150 KW						
18	151-200 KW						
19	201-300 KW						
20	301-400 KW						
21	401-500 KW						
22	501-600 KW						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

Mark up rate for parts_____%

D. Additional Services Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

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	$
					RAL 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 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	ADDITIONAL INSURED; INSURER LETTER: ____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | | – | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or 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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-297-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2011 by and between the **County of Hidalgo, Texas** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. 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

DRAFT

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on _____, 201__ and expiring on _____, 201__, Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

DRAFT

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

DRAFT

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written

DRAFT

notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this ____day of _____, 201__.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

_____

By:_____
Printed Name: _____
Title:_____

DRAFT

EXHIBIT "B"

VENDOR'S BID

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2011-297-12-14-MSS
RFB –BID PAGE

OPENED 10:14
12/4/14 Witnessed

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: $ 0 per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

#	DESCRIPTION OF GENERATORS	AMOUNTS PER TRIP					
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1	Caterpillar (3304Cat)	omit	omit	omit	omit		omit
2	Generac Power System	135	245	710	230		125
3	Generac Power System	180	580	1995	425		125
4	Generac Power System	180	580	1995	425		125
5	Caterpirllar (Portable Unit) –XQ30	135	270	1160	230		125
6	Olympian	145	285	1000	235		125
7	Olympian	170	445	1530	310		125
8	Kohler Power System	180	670	2185	425		125
9	MQ Multi Quip	90	155	490	190		125
10	Kohler Power System	145	285	855	240		125
11	Generac	135	365	1175	230		125
12	Caterpillar	135	300	1405	250		125
13	Generac 9/30/04	135	405	1390	260		125
14	Generac	135	405	1295	245		125
15	Caterpillar	145	360	1435	270		125
Additional Generators							
16	0-100 KW						
17	101-150 KW						
18	151-200 KW						
19	201-300 KW						
20	301-400 KW						
21	401-500 KW						
22	501-600 KW						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2011-297-12-14-MSS
RFB –BID PAGE

OPENED
10:14
12/14/11
Witnessed

Mark up rate for parts 20 %

D. Additional Services Technician Fee:

1. Normal Hours $ 90 (specify hours) 8a.m. to 5p.m.
2. After Hours $ 135 (specify hours) 5p.m. to 8a.m.

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: Loftin Equipment Co., Inc.
ADDRESS: 1241 Universal City Blvd.
CITY/STATE/ZIP CODE: Universal City, TX 78141
PHONE & FAX NO'S: phone: 210-881-1623 fax: 210-881-2143
CELLULAR NO: 210-870-0974
E-MAIL ADDRESS: steven5@loftinequip.com
AUTHORIZED SIGNATURE: S. S.
PRINTED NAME: Steven Stewart, Jr.
TITLE Service Sales

EXHIBIT "C"

INSURANCE REQUIREMENTS

OP ID: NL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/11

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 Webb & Greer Ins Agency, Inc. 301 W Warner Rd #113 Tempe, AZ 85284 Benjamin A. Greer, CIC, CPCU 480-820-4040 480-730-1191	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LOFTI-1
INSURED Loftin Equipment Company P O Box 6590 Phoenix, AZ 85005	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Property & Casualty — 36161 INSURER B: Charter Oak Fire Ins Co — 25615 INSURER C: Great American Ins Co — 16691 INSURER D: INSURER E: INSURER F:

RECEIVED MAY 13 2011 By

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	X		0002933M232TIL12	05/01/11	05/01/12	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 $ 5,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			8102933M232COF11	05/01/11	05/01/12	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 [ ] DEDUCTIBLE [X] RETENTION $			TUU0190101	05/01/11	05/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is additional insured for general liability per form CGD246 8/05.

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County
Attn: Purchasing Dept
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Benjamin A Greer

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2012

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

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

PRODUCER	CONTACT NAME:	
LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON, TX 77057	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Company of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
INSPERITY, INC.
19001 CRESCENT SPRINGS DRIVE
KINGWOOD, TX 77339
* SEE BELOW

COVERAGES **CERTIFICATE NUMBER:** 54C7PPLJ **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		C47094859	02/25/2012	10/01/2012	X WC STATU-TORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
* LOFTIN EQUIPMENT COMPANY (3084900) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.

CERTIFICATE HOLDER

HIDALGO COMPANY
ATTN: PURCHASING DEPARTMENT
2612 SOUTH 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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From: Martha Salazar
To: "Moises Salazar"
Subject: FW: Contract -Service/Repair and Maintenance of Power Generators
Date: Wednesday, March 07, 2012 1:30:23 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 07, 2012 1:17 PM
To: 'Martha Salazar'
Subject: RE: Contract -Service/Repair and Maintenance of Power Generators

The contract is fine but the vendor is missing workers compensation insurance.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 10:57 AM
To: scrain@atlashall.com
Cc: 'Moises Salazar'
Subject: FW: Contract -Service/Repair and Maintenance of Power Generators
Importance: High

Mr. Crain:
Please review, correct and comment as to form. Below, Mr. Salazar is stating that he used a previously approved form of agreement for this project.
Yours truly,
Marty Salazar

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 8:22 AM
To: 'Martha Salazar'
Subject: Contract -Service/Repair and Maintenance of Power Generators

Good Morning Ms Marty,
Could you please forward the attached contract to Legal for review? The contract we are using is from a previously reviewed contract for the Generator Maintenance.
We are aiming for the Commissioners' Court Agenda of March 13, 2012 for acceptance.

THANK YOU.

From the desk of:
Moises Salazar, Buyer II
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. AI-31247 Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County "Service/Repair & Maintenance of County Generators" RFB No. 2011-297-12-14-MSS.

14 packets requested
2 submitted
LOFTIN INC.

5. AI-31220 Acceptance of proposals received from awarded vendor, Facility Solutions Group through the County's participation/membership with Buy Board for the following projects in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted;

Proj. #	Dept.	Project Description	Amount
2012-065A-MSS	Precinct No. 1	Lighting Retrofit to Prct. 1 Offices -Phase III	$74,958.36
2012-065B-MSS	Precinct No. 3	Lighting Retrofit to various Prct. 3 Buildings and Solar Powered Lighting for Parks and Colonias.	$202,262.30
2012-065C-MSS	Precinct No. 4	Lighting Retrofit to various Prct. 4 Buildings and Solar Powered Lighting for Colonias.	$83,095.12

B. County Judge's Office

1. AI-31419 a. Requesting authority to solicit proposals from awarded vendors in connection with the provision of Energy Consulting Services (to assess, recommend and implement saving initiatives/programs, etc.) through Hidalgo County's membership/participation in Cooperative Purchasing Programs including but not limited to the following: Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS/TAPS) The Interlocal Purchasing System, (HCDE)

AI-31247 **21. A. 4.**

CC REGULAR

Meeting Date: 03/13/2012

Department Head: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County "Service/Repair & Maintenance of County Generators" RFB No. 2011-297-12-14-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available balance of $164,825.56 as of 03/09/12. This is a countywide contract to be paid from the Facilities Mgmt G/F budget.

Services are on an "as needed" basis.

Attachments

Tab Sheet
Vendors Participation
Loftin Equip Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/07/2012 03:57 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:30 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 11:48 AM
Purchasing Department	Marty Salazar	03/07/2012 03:57 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:30 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 11:48 AM
Auditor's Office		
Form Started By: Moises Salazar		Started On: 02/28/2012

AI-46582 **Purchasing Department 22. H. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation for discussion, consideration and action to renew current contract for a period of one (1) year with Blue Cross Blue Shield of Texas and Dearborn National for the "Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment" for 2015. Presentation by Alamo Insurance Group, the County's health insurance consultant.

BACKGROUND

2014 contract approved on CC 11/12/13.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-2201-415-00-115-010-0-350

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-2201-415-00-115-010-0-524

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-XXXX-XXX-XX-XXX-XXX-X-212

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

BUDGETARY IMPACT:

Pursuant to the 2015 Adopted Budget, object code 212 life insurance

Attachments

Recommendation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 02:51 PM
Obdett Calzada	Debbie Tamez	09/19/2014 11:25 AM
Glinda Pacheco	Glinda Pacheco	09/19/2014 04:46 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM
Form Started By: Angelica M. Tapia		Started On: 09/18/2014 10:28 AM

Final Approval Date: 09/19/2014

BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. AI-41674 Acceptance and approval of the final negotiated contracts and/or documents between Hidalgo County and Blue Cross Blue Shield of Texas and Dearborn National (No. 1 ranked providers) for the "Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment", project. (No.: 2013-143-10-16-CGA)

APPROVED

2. AI-41519 Requesting Authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following:
1. Architectural Services (RFQ No. 2014-002-12-11-YSS)
2. Engineering Services (RFQ No. 2014-003-12-11-YZV)
3. Engineering Services Geotechnical & Construction Material Testing (RFQ No. 2014-004-12-11-SMA)
4. Construction Management Services (RFQ No. 2014-005-12-11-MSS)
5. Appraiser Services (RFQ No. 2014-006-12-11-SGS)
6. Surveyor Services (RFQ No. 2014-007-12-11-MEG)
for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective February 09, 2014 through March 15, 2015.

B. **Pct. 3**

1. AI-41481 a. Requesting exemption from competitive bidding requirements under the Texas Local Goverment Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Professional Engineering Services for the Shary Road Project;

	L&G Engineers	Izaguirre Engineering	ERO Engineering
EVALUATOR 1	99	88	92
RANKING	1	3	2

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 Ranked firm of L&G for the provision of, "Professional Engineering Services for the Shary Road Project.

C. **Pct. 4**

1. AI-41490 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

19.A.1

Gary R. Looney, REBC
3201 Cherry Ridge Drive
Suite D 405
San Antonio, Texas 78230
Phone: (210) 524-7104 Fax: (210) 524-7183

Memorandum

Date : November 12, 2013
To : Hidalgo County Commissioner's Court
From : Gary Looney REBC
RE : Recommendations RFP (Project No.: 2013-143-10-16-CGA) Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment

County Judge	Ramon Garcia		
Precinct 1	A C Cuellar	Precinct 2	Hector "Tito" Palacios
Precinct 3	Joe M. Flores	Precinct 4	Joseph Palacios

Dear Sirs,

There are two primary elements of the County's self-funded medical insurance plans. The two elements are fixed cost and variable claim costs. In Commissioner's Court on September 17 we addressed the variable plan costs by changing the plan design and increasing the contributions required to meet the estimated claim liability for 2014. A Request for Proposals was prepared and presented to address the fixed cost of the medical plan. The County's fixed costs are for Third Party Claims Administration (TPA), Individual Stop Loss Insurance (ISL) and Group Term Life and Accidental Death and Dismemberment Plans. The scoring grids were presented to the Court with Blue Cross Blue Shield having the highest point total for TPA and ISL services and Dearborn National with the highest point total for Group Term Life and AD&D. We have completed the negotiations with Blue Cross and Dearborn National. Please accept the following recommendations:

1. Contract with Blue Cross for TPA and Stop Loss Insurance services for the plan year 2014. The contract to include two one year renewals at rates that are acceptable to the County.
2. Contract with Dearborn National for the Group Term Life Insurance and Accidental Death and Dismemberment Policy for the policy year 2014. The contract to include two one year renewals at rates that are acceptable to the County.

The recommendations are based on the following:

1. Blue Cross

    a. A spreadsheet is attached showing fixed cost. The administration fee is less than current. I am recommending an increase in the ISL from the current $170,000 to $200,000. Based on the last three years of claim experience the premium reduction will reduce the fixed cost sufficiently to meet any additional claim cost. The "Risk/Reward" is in favor of the County.

3201 Cherry Ridge Drive
Suite D405
San Antonio, Texas 78230

V 210-930-6665
F 210-930-1838

alamogrp@alamoinsgrp.com

b. There are no additional requirements for underwriting the ISL. No disclosure statements are required. The rates are fixed and final for plan year 2014.
c. Banking arrangements will not be required to be altered or changed.
d. The guaranteed discounts with providers are 63.9%. The guarantee is 2 to 4 points better than other vendors.. Annual billed charges are expected to be in excess of $50,000,000. A 2% differential in the discount rate would increase cost by $1,000,000.
e. The Contract has no restrictions for an external audit.
f. There is no disruption of care due to changes in the network of Physicians, Hospitals, or other vendors.

2. Dearborn National Group Term Life and AD&D

a. Waiver of Actively at Work provisions. All employees are covered on the effective date.
b. There is no reduction in an employee's insurance amount as a result of a Reduction Formula. Employees over the age of 65 will receive the same amount of life insurance as all other employees.
c. The plan is both Portable and Convertible.
d. There is no need to update beneficiary designations; however, it is recommended that they be reviewed by each employee.

The recommendations presented are within the budget requirements of the County.

Thank you for your confidence in our efforts to provide the employees of Hidalgo County a quality health care program at a reasonable cost.

Gary Looney REBC
Sr VP Alamo Insurance Group

Hidalgo County

Recommended Rate Action for 2014

	BCBS	
	Current	**Final**
ENROLLMENT		
Enrollment	3,784	3,784
ADMINISTRATION		
Admin Fee PCPM	$36.19	$35.92
Rx Rebate Credit	$5.00	$6.35
Net Administration Fee	$31.19	$29.57
Monthly Administration Fee	$118,022.96	$111,892.88
Annual Administration Cost	$1,416,275.52	$1,342,714.56
INDIVIDUAL STOP LOSS		
Reinsurance Carrier	BCBS	BCBS
Specific Deductible	$170,000	$200,000
Contract Type	Paid 12 mos.	Paid 12 mos.
Covered Benefits	Med., Rx	Med., Rx
ISL Premium	$30.09	$29.87
ISL Annual Cost	$1,366,326.72	$1,356,336.96
ANNUAL COST		
Admin + ISL Cost	**$2,782,602.24**	**$2,699,051.52**
BCBS Administrative Fee RunOff	*$13.17*	*$13.68*
OTHER		
		No Lasers required
		Rates Fixed and Firm
Administrative Fee Rate Guarantee		3 yrs

Note: To retain the $170,000 Specific Deductible the rate is:

	$37.61	$1,707,795
The $200,000 Specific Deductible	$29.57	$1,356,337
	Net	$351,458

Stop loss differential net exposure $30,000 or 11.71 claims between $170k and $200k
Year 2012 7 claims over $170,000
Year 2013 6 claims over $170,000

Alamo Insurance Group
Gary R Looney REBC
File: Hidalgo County /2014 Renewal Information/Recommended Rate Action
November 12, 2014

AI-46329 **Purchasing Department 22. I. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

b. Requesting approval of a "Sole Source Declaration" for Strong Watch Corporation"

c. Requesting approval to purchase (2) FOTM mobile surveillance systems, customized for Hidalgo County Sheriff's Dept operational requirements in an amount not to exceed $344,900.00, which includes a discount of $25,000.00 but not limited to shipping, installation and training.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-280-047-6-748

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available balance as of 9-11-14 $366,016.00

Acct. #4-1284-421-00-280-047-6-748 has been appropriated for proposed purchase from Stone Grant funds as described by Captain Richard Ozuna.

Attachments

declaration backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/10/2014 02:17 PM
Budget & Management	Debbie Tamez	09/11/2014 11:27 AM
Manuel Chapa	Manuel Chapa	09/11/2014 03:27 PM
Auditor's Office	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Oscar Garza Started On: 09/04/2014 10:12 AM

Final Approval Date: 09/19/2014

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: September 9, 2014

RE: "Sole Source Declaration" – Strong Watch Corporation

As part of the duty/obligations to protect the residents of Hidalgo County as well as to assist with Border Surveillance, the Hidalgo County Sheriff's Office requires the acquisition of Freedom on-The Move Surveillance System by Strong Watch Corporation.

Freedom on the Move is an open-architecture, mechanically-stabilized surveillance system that equips public safety agencies with advanced technology. The FOTM contains many proprietary capabilities which consist of human detection and tracking software, which is protected by U.S. Patents, essential for safety of law enforcement personnel, Covert Skid Mount System allows the system to be easily transportable as well as "stowed" entirely within the truck bed box. This is the only one of its type less than 19 inches in total height when stowed, with an above ground level of 21 feet (in a short bed configuration) going from folded to unfolded within 15 seconds with many other capabilities. Strong Watch Corporation is the designer, manufacturer and seller of Freedom on the Move.

The **FREEDOM ON-THE-MOVE** tactical surveillance system is engineered for rapid deployment and with a unique chassis mount design for standard fleet vehicles. The system is fully integrated and ready for operation. FREEDOM includes the integration of best in class, thermal infrared imager for day / night operation, high definition daylight camera, laser range finder, hand held controller, rugged sunlight viewable display, rapid telescoping mast, and gyro stabilized for "on the move" operation.

Freedom on the Move provides Force Protection, Anti-Ambush, Counter Sniper Public Safety/ Crowd Over watch/ Infrastructure, Asset Protection Border Security, Agent Safety/ Covert Surveillance/ Drug Interdiction Tactical Advantage.

Therefore the HCSO requires the purchase of Freedom on the Move Surveillance by Strong Watch Corporation the patented Sole Source Vendor.

RECEIVED
By Oscar Garza at 9:05 am, Aug 29, 2014

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared William Drew Dodds, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is William Drew Dodds. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Strongwatch Corporation.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Freedom On-The-Move, Mobile Surveillance System
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature _____

SWORN AND SUBSCRIBED TO under oath before me on 28 day of Aug, 2014.

FARINA V. DANIELSON
Notary Public - Arizona
Pima County
My Comm. Expires Jun 22, 2018

NOTARY PUBLIC
Farina V. Danielson
PRINTED NAME
22 June 2018
MY COMMISSION EXPIRES

COMPANY NAME: Strongwatch Corporation
ADDRESS, CITY, STATE & ZIP CODE: 1840 East Valencia Road, Suite #8 Tucson, Arizona 85706
PHONE: (520) 298-1600 SECOND NUMBER: (520) 240-5304
CONTACT NAME AND TITLE: William (Drew) Dodds
WEB ADDRESS: www.strongwatch.com EMAIL: drew.dodds@strongwatch.com
FEDERAL TAX ID NUMBER: 26-2457697 TEXAS SALES TAX NUMBER: N/A

STRONGWATCH

Never in the Dark™

William "Drew" Dodds

Hidalgo County Sheriff
C/O: Captain Richard Ozuna

To: Whom It May Concern

From: William (Drew) Dodds, Principal Field Engineer, Strongwatch Corporation

RE: Sole Source Letter for Freedom On-The-Move (FOTM) Mobile Surveillance System

Freedom On-The-Move (FOTM) is an open-architecture, mechanically-stabilized surveillance system that equips public safety agencies with advanced situational awareness in and beyond small arms effective range of interdiction, while on the move, in both day and night operations. Strongwatch Corporation is the ONLY purchasing source to purchase FOTM (no resellers / distributors).

The genesis of FOTM is supporting the U.S. war fighter in theater, which shares similar challenges with that of our international borders: rugged terrain, a wide delta of climate conditions / temperatures, and natural vegetation that restricts line-of-sight (LOS) for item of interest (IOI) detection. These factors create a diminished situational awareness for the officer, which in turn compromises officer safety and effectiveness during tactical operations.

With a gyro-stabilized precision gimbal, dual-band (IR and CCD) imagers, LRF (laser range finder) with lat/long coordinates, laser designator / illuminator, and networking / recording capabilities (TCP/IP and DVR); FOTM is designed to handle multiple mission objectives for law enforcement officers on our international borders. This rapidly-deployable system takes less than one minute to go from stowed, to operational, and is built to exceed all conditions of use throughout the United States (road, climate, terrain, etc.). FOTM is a fully-integrated package with an intuitive user-interface, and a widely-recognized hand controller, making learning and ongoing operation of the system simple. All of these integration features create a system that is very unique, and replicated by no one. FOTM systems aren't just "dropped" into the vehicle; they are engineered and integrated from the bottom of the truck tire to the top of our sensor to deliver a full-on tactical surveillance vehicle that supports many different operational needs.

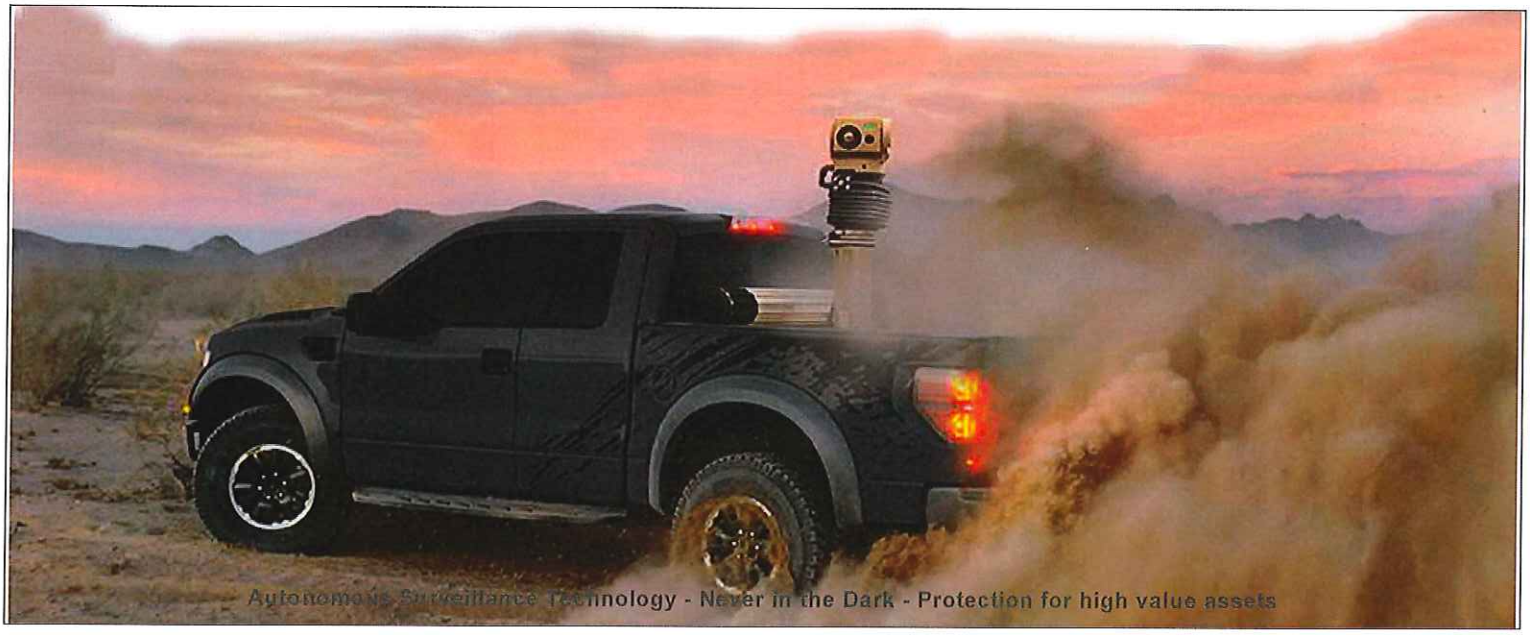
FOTM contains many proprietary capabilities unique to our solutions. (1) Our human detection and tracking software, which is protected by U.S. Patents, enables autonomous human detection and tracking; which is essential for safety of law enforcement personnel by providing pre-emptive intrusion detection of unlawful IOI(s). Human vigilance is greatly enhanced by this capability which is integral to the FOTM system. (2) Our Covert Skid Mount System (CSMS) allows the system to be easily transportable, as well as "stowed" entirely within the truck bed box when not in use. This is the only solution of its type that is designed for OTM surveillance, and is less than 19 inches in total height when stowed. When fully deployed, the system has an above ground level (AGL) of just under 21 feet (in short bed configuration), enabling direct line-of-sight in areas with vegetation, from an elevated point of view (POV). Additionally, this system goes from "folded" (stowed) to "unfolded" (operational) in under 15 seconds. In addition, safety features for the mast are integrated into the system, to ensure that the operator does not extend the mast when the vehicle is moving, or when the mast isn't locked in the upright (unfolded) position. (3) The Tactical

---

Mast Deployment System (TMDS) is a stored energy feature that allows the operator to extend and retract the mast silently. This is a key feature when operational security depends on noise discipline. (4) Advanced communications features including Dismounted Operator (DO) and Remote Operator (RO) are key force multiplier / force protection capabilities that are enabled through our vehicle-based LAN, along with proprietary encrypted interface / protocol. This provides view and control from a remote computing device (PC, tablet, etc.). Slew-to-cue radio interface enables coordinates transfer from one system to another. This enables UGS (unattended group sensors), UAV assets, and other surveillance sensors to receive or transmit grid coordinates for immediate slew-to-cue on lat / long coordinates for "Eyes on" IOI(s).

Best Regards,

William "Drew" Dodds
Director of Sales
Strongwatch Corporation
8/19/2014



FEATURED PRODUCT

FREEDOM ON-THE-MOVE

VIEW ALL PRODUCTS

LATEST UPDATES

STRONGWATCH WINS AZ TECH COUNCIL INNOVATION AWARD STRONGWATCH wins the Small Business Innovation Award of the Governor's Celebration of Innovation, sponsored by the Arizona...

STRONGWATCH Garners Interest of Arizona Politicians Read about Congressman Barber's visit to STRONGWATCH HERE

STRONGWATCH WINS ARIZONA INNOVATION AWARD STRONGWATCH WINS ARIZONA COMMERCE AUTHORITY INNOVATION CHALLENGE, AWARDED $250K GRANT to GROW SECURITY TECHNOLOGY BUSINESS Developer...

READ ALL UPDATES

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STRONGWATCH

Proposal

Strongwatch Corporation
Never in the dark™
1840 E Valencia Road
Tucson, Arizona 85706

Date: August 18, 2014
QUOTE #: E1502-93
Customer ID: Capt Richard Ozuna
Valid Through: October 17, 2014

Capt Richard Ozuna
Hidalgo County (Tx) Sheriff
711 El Cibolo Rd
Edinburg, Tx 78541

REPRESENTATIVE	CUSTOMER	CATEGORY	TERMS AND CONDITIONS	LEAD TIME
DREW DODDS	Capt Richard Ozuna	END USER	SEE PAGE 3 BELOW	6 - 8 WEEKS

ITEM	ITEM NUMBER	FREEDOM ON-THE-MOVE CONFIGURATION DESCRIPTION	PRICE
Sensor Payload			
Precision Gimbal	PG001	FREEDOM ON-THE-MOVE, MECHANICALLY STABILIZED	
Color Sensor	CS001	STANDARD DEFINITION COLOR, LOW LIGHT CAMERA	
Thermal Infrared Sensor	TS001	THERMAL IMAGER 640 (UNCOOLED)	
Thermal Infrared Lens	TL001	DUAL FOV LENS 30 - 90MM - UNCOOLED	
Laser Pointer/Illuminator	LD002	LASER - POINTER - 808nm (NVG's) PIN HOLE	
Laser Range Finder	LR002	LASER RANGE FINDER - 4K	
Vehicle Mount Type	VM001	COVERT TRUCK BED CHASSIS MOUNT PACKAGE (INCLUDES TONNEAU COVER)	
Vehicle Integration			
Vehicle Mount Type	VM001	COVERT TRUCK BED CHASSIS MOUNT PACKAGE (INCLUDES TONNEAU COVER)	
Mast Configuration	MS004	16' 4' OTM PNUEMATIC FAST MAST	
Cab Video & Control			
Rugged PC, HCU, DVR,Wireless	CP003	MOTOROLA MW810 CAB CONTROLLER, - w/DVR	
Operator Cab Display	DI001	12.1" FIXED MOTOROLA MOUNT RUGGED DISPLAY, INCL: MOUNTING HARDWARE	
	WP001		
Wireless Package	WP001	Industrial Grade 4G Modem for video backhaul	
		(Note: this does not include the monthly service fee from data provider)	
		Subtotal	344,900.00
System Shipping / Installation			Inc
Training			Inc
		Subtotal	$ 344,900.00
		Sales Tax (0.000%)	-
		Total	**$ 344,900.00**

Quotation prepared by: William "Drew" Dodds
This is a quotation is subject to the purchase terms and conditions detailed on page 3 (attached)

STRONGWATCH PURCHASE TERMS AND CONDITIONS

1. Acceptance. Each sale of products or services (collectively, "Products") by Strongwatch Corporation ("SWC") to any other party ("Purchaser") is subject to the following terms and conditions ("Terms") unless agreed to in writing by SWC.

2. Prices. All prices for Products are F.O.B. point of shipment. Prices may not include taxes, duties or other fees ("Fees").

3. Payment Terms. All payments to SWC are due and payable 30 (Thirty) days from date of invoice. As an incentive, payment in full within 10 days (Net 10) will result in a discount to customer of 1.5% (of total purchase price). Any amounts due to SWC that are not paid on the due date shall bear interest, from the date due until paid in full, at a rate equal to the lower of 1-1/2 percent (1.5%) per month. SWC shall retain a purchase money security interest in all Products until the purchase price for such Products is paid in full.

4. Acceptance and Cancellation of Orders. All orders for Products must be presented in writing. Orders shall not be considered accepted unless SWC expresses its acceptance in writing or ships the Products. SWC reserves the right to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders for any product or service from all sources exceed SWC's inventory or ability to deliver. SWC may allocate available inventory and resources in its sole discretion. Accepted orders may be cancelled only with the written consent of SWC.

5. Delivery. Delivery shall be F.O. B. point of shipment, with all transportation, freight and similar charges, including taxes and import duties paid by Purchaser. Risk of loss shall pass to Purchaser upon issuance of the carrier's bill of lading at the point of shipment. SWC shall not be responsible for any delays or damages in shipment via a common carrier. Shipping and related dates provided to Purchaser are estimates only, and shall not be considered binding. Upon receipt of Products, Purchaser shall inspect and accept or reject Products within thirty (30) days. If Purchaser fails to notify SWC in writing of its rejection within such time period, Purchaser shall be deemed to have accepted such Products and waived any right to later reject any Products.

6. Right of Setoff. SWC shall have the right to setoff against any sum otherwise due to any Purchaser by SWC or any of its affiliates any sums or amounts then due from such Purchaser and/or its affiliates to SWC and/or its affiliates.

7. Force Majeure. Neither party shall be liable or responsible for any failure of performance or delay in performance of any obligation hereunder if such failure or delay is due to a cause beyond its control for the period of such failure or delay.

8. Proprietary Information. Any information marked or identified as "confidential" that one party supplies to the other is the confidential information of the disclosing party. The party receiving the information has no rights or interests of any kind in such information, except as otherwise expressly agreed to in writing by the parties. The party receiving the information shall not disclose such information to others or allow others to use such information, except with the expressed written consent of the disclosing party.

9. Compliance with Laws. Except to the extent otherwise specifically agreed to in writing by the parties, Purchaser shall be solely responsible for the receiving, installation, use and maintenance of all Products, and SWC shall have no obligation or responsibility of any kind with respect thereto. Purchaser shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations.

10. Patent, Trademark and Copyright Infringement. SWC shall have no liability for any claim of infringement to the extent that such claim is based on (i) Products used for any purposes other than those specified by SWC, (ii) Products manufactured to Purchaser's design or specifications, or (iii) Products used in combination with any other software, hardware or data where in the absence of such combination the Product would not have been infringing.

Re: New vendor "Strongwatch Corporation"

From : Drew Dodds <drew.dodds@strongwatch.com> Wed, Sep 03, 2014 03:57 PM
Subject : Re: New vendor "Strongwatch Corporation" 2 attachments
To : Oscar Garza <oscar.garza@co.hidalgo.tx.us>
Cc : Richard Ozuna <richard.ozuna@hidalgoso.org>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Hello Oscar,

Happy to elaborate (if I miss anything, just let me know):

1. Sole Source - Strongwatch is the designer, manufacturer, and seller of Freedom On-The-Move. You cannot purchase this product anywhere else - it is ours - down to the bare metal and the software.

2. Both systems include a one year (standard) manufacturer's warranty (which covers every aspect of our technology - hardware and software). Additionally, there is a one year extension on both systems, for a total of two (2) years of coverage on each system. This warranty is all-inclusive (covers everything except operator negligence).

3. The note about "monthly service fee not included" simply pertains to the video streaming option (that you all have). Both systems will be configured with an industrial-grade modem, which will allow the operator to stream live video over a cellular network (3G / 4G / LTE), to any IP-based device (HQ, command center, remote laptops or smartphones, etc.). In order to have the connection, it is up to the owner (in this case, Hidalgo Co SO) to purchase the data service (ie, Verizon) to accomplish this. No different than the data plans that you all have in place for aircards, smartphones, etc.

Hope that answers all of your questions or concerns. If you have anything further, please don't hesitate.

V/R,

Drew

William "Drew" Dodds
Director of Sales, Freedom On-The-Move
STRONGWATCH
Never in the dark™

1840 East Valencia Road

Building #8, Suite #121
Tucson, Arizona 85706
Wireless (520) 240-5304
drew.dodds@strongwatch.com

www.strongwatch.com

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On Wed, Sep 3, 2014 at 1:35 PM, Oscar Garza <oscar.garza@co.hidalgo.tx.us> wrote:

> Mr. Dodds, as we review the terms and conditions set before us could you please elaborate on item #9 and also can you please clarify what warranty comes with the purchase of the FOTM. **Also please clarify if you are the sole source for the development and manufacturing of this product**.
>
> **Need some more inside of what all comes with the purchase of these 2 unit in terms of warranties, etc.**
>
> **Also noticed that the purchase does not include the monthly service fee's from data provider.**
>
> **(What are the fee's?)**
> **(Will this require an agreement, if so it needs to be submitted so that our legal can review).**
>
> Your prompt response will be appreciated inasmuch as we are trying to place on Commissioners Court for approval.
>
> Attached is your proposal along with the terms as provided.
>
> Thank You!
>
> ---
>
> **From:** "Drew Dodds" <drew.dodds@strongwatch.com>
> **To:** "Oscar Garza" <oscar.garza@co.hidalgo.tx.us>
> **Sent:** Wednesday, September 3, 2014 2:05:56 PM
> **Subject:** Re: Fwd: New vendor "Strongwatch Corporation"
>
> Outstanding. Thank you, sir.
>
> - Sent from my Droid; please excuse any mistakes

AI-46646 **Closed Session 23. C.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Duties & Evaluation of Hidalgo County Executive Officer

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 04:55 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Monica Badillo Started On: 09/19/2014 04:42 PM

Final Approval Date: 09/19/2014

AI-46559 **Closed Session 23. D.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-3467-A; Rafael Clemente & Nancy Vidal ind. and a/n/f(s) of Richard Clemente v Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/17/2014 05:04 PM
Auditor's Office	Debbie Tamez	09/18/2014 01:29 PM
Purchasing Department	Marty Salazar	09/18/2014 04:16 PM

Form Started By: Monica Badillo Started On: 09/17/2014 11:48 AM

Final Approval Date: 09/18/2014